



**DEED RESTRICTIONS:
MEADOWCREEK VILLAGE
SECTION FIVE**

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RESTRICTIONS OF REPLAT AND EXTENSION OF
MEADOWCREEK VILLAGE, SECTION 5

1.

All lots shown in the map of said subdivision, except tracts marked "Reserve A" and "Reserve B", shall be used for residence purposes and are hereafter sometimes referred to as residential building plots. 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 three cars.

2.

No building shall be erected, placed or altered on any residential 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 Clemens, Earl Bickford and J. H. McCardell, Jr., or by a representative designated by a majority of the members of said committee. In the event said committee, or its designated representatives, fails 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 its designated representatives, 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 thereof, 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 of 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 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 fifty-five (55) feet at the front building set back line 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 outbuildings 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 the one thousand (1000) square feet in the case of a one story structure nor less than seven hundred (700) 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. Sixty (60) per cent of the exterior walls of all main residence one-story buildings containing less than 1200 square feet shall be of masonry veneer construction, and all main dwelling buildings of one and one-half or two stories shall have 60% masonry veneer construction exterior walls if containing less than 900 square feet ground floor area and except for dwelling constructed on Lots 1 through 12, Block 34 and Lot 19, Block 35, on which this percentage may be reduced to twenty-five per cent (25%).

8.

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

9.

The driveways in connection with the dwellings constructed on Lots 1 through 9, inclusive, and Lot 19, Block 35, shall not have direct access to Allendale Road.

10.

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.

11.

No sign of any kind shall be displayed to the public view on any residential building plot 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.

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 upon any lot.

13.

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 fifteen (15) feet above the uppermost roof line of the main residence, shall be erected on any residential building plot or attached to any building thereon.

14.

Easements for public utility installation and maintenances shown on the recorded plat 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 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 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.

16.

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.

17.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, 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.

18.

This instrument is executed in lieu of and in amendment of restrictions set forth in that certain instrument executed by Meadowcreek Village Corp. dated January 31, 1955, and filed for record on February 28, 1955.

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