



**DEED RESTRICTIONS:
MEADOWCREEK VILLAGE
SECTION SIX**

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Filing date:	File number:	Volume:	Page:	Record:
September 19, 1956	1656357	3221	649	Deed Records

RESTRICTIONS OF REPLAT AND EXTENSION OF
MEADOWCREEK VILLAGE, SECTION 6

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

That METROPOLITAN LUMBER & SUPPLY CO., a corporation, organized and existing under the laws of the State of Texas, with its principal place of business in the City of Houston, Harris County, Texas, acting herein by and through its duly authorized officers, being the owner of that certain tract of land subdivided, designated, and known as MEADOWCREEK VILLAGE, SECTION SIX, a subdivision of nineteen and 83/100 (19.83) acres of land in the CALLAHAN & VINCE SURVEY, in Harris County, Texas, as shown by the map of said subdivision filed for record in the office of the County Clerk in Harris County, Texas on May 16, 1956 under File No. 1600089, does hereby covenant, declare and agree that METROPOLITAN LUMBER & SUPPLY CO., and every Grantee by, through or under it, will hereafter have and hold all of the lots in said MEADOWCREEK VILLAGE, SECTION SIX, subject to the following restrictions, reservations, covenants and easements, to wit:

1.

All lots shown on the map of said subdivision shall be used for residence purposes only 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 the 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 W. Clemens, Norris Pier 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 representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or of no suit to enjoin the erection of such building has been commenced prior to completion thereof, such approval will not be required and the related covenants shall be deemed to have fully complied with. Neither the members of the said committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of such committee, and so its designated representative, shall cease on and after January 1, 1961. Thereafter their 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 owner of a majority of the lots in this subdivision and duly recorded in the Deed Records of Harris County, Texas, appointing a representative, 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 seven thousand (7000) 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 business, 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, exclusive of open porches and garages, shall not be less than one thousand four hundred (1400) square feet in the case of a one-story structure nor less than eight hundred (800) square feet in the case of a one and one-half or two-story structure. This minimum square foot 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 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 cats, 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 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.

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

13.

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.

14.

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.

15.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, 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 part 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 24th day of August, 1956.

<SIGNATURES>

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