

DEED RESTRICTIONS: MEADOWCREEK VILLAGE SECTION EIGHT

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RESTRICTIONS OF REPLAT AND EXTENSION OF MEADOWCREEK VILLAGE, SECTION 8

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 located in the City of Houston, Harris County, Texas, acting herin by and through its duly authorized officers, being the owner of that certain tract of land subdivided, designated, and known as MEADOWCREEK VILLAGE, SECTION EIGHT, a subdivision of eleven and 60/100 (11.60) 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 October 28, 1957, does hereby covenant, declare and agree the METROPOLITAN LUMBER & SUPPLY CO., and every Grantee by, through it or under it, will hereinafter have and hold all of the lots in said MEADOWCREEK VILLAGE, SECTION EIGHT, 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 residential purposes only and 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.

There is hereby created an Architectural Control Committee which shall be composed of three (3) members. The initial members shall be ROBERT W. CLEMENS, DON PARISETTE, AND ELI R. CUNNINGHAM, JR. each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 nor be required and the related covenants shall be deemed to have fully complied with. The powers and duties of such committee, and so its designated representative, shall cease on and after January ,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 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.

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any 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.

4.

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.

5.

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 living area of any main residence building exclusive of porches, garages, storage rooms, and/or servants quarters shall not be less than one thousand six hundred (1600) square feet of usable floor space.

Exterior walls of all main residential buildings shall be constructed with not less than sixty per cent (60%) masonry veneer. In computing this percentage, all gables, windows, and door openings shall be excluded from the required area. Masonry used in one (1) wall of an attached garage may be included in calculation of the masonry used.

8.

9.

The methods and materials used in all residential construction shall conform to the Blue Seal Standards of the Houston Home Builders Association.10.

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. No fence shall have a height in excess of six feet (6'0") unless approved by the Architectural Control Committee.

10.

11.

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.

12.

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.

6.

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

14.

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

15.

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.

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.

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