



**DEED RESTRICTIONS:
MEADOWCREEK VILLAGE
SECTION NINE**

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RESTRICTIONS OF REPLAT AND EXTENSION OF
MEADOWCREEK VILLAGE, SECTION 9

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

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 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.

There is hereby created an Architectural Control Committee which shall be composed of three (3) members. The initial members shall be A.B. Cockroft, Jr., N.H. Mitchell, and Preston R. Plumb, 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 representatives shall be entitled to any compensation for services performed pursuant to this instrument. At any time the then record owner of the majority of the residential lots on the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee any of the powers and duties created hereunder, by the execution of an instrument duly recorded in the Deed Records of Harris County, Texas.

3.

Before any building is started on any of the lots in this Section 9 of the property, complete plans and specification of the building and a plot plan must be submitted to the Committee for approval or disapproval in writing a period of 30 days after submission to it. If approval or disapproval has not been given by the Committee, approval shall not be required and provision of this instrument shall be deemed to have been fully satisfied.

4.

No building shall be located on any building site nearer to the front lot line or to the side street line than the minimum building set-back lines shown on the recorded map of the subdivision, or within five (5) feet of an interior property line. For the purposes of interpreting this

provision, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to overhang or encroach upon another building site. Detached garages located on the rear portion of any lot may be built within three (3) feet if any side lot line, except in those instances where the location of the garage in such manner would violate a dedicated easement.

5.

Concrete sidewalks must be built to comply with City of Houston specifications in front of all lots one through sixteen in block 47, and on the north side of lot 18, block 25, to connect up with walk on lot one, block 25, Meadowcreek Village, Sec. 3. Plans submitted to the committee on the above lots must show such sidewalks, to be built after completion of the residence.

6.

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, except lots 17 and 33, block 47, and which have areas of 6900 and 6850 sq. ft. respectively, or a width of less than fifty-five (55) feet at the front building set back line shown on the recorded plot.

7.

Houses or residences constructed on lots as listed below must contain the number of square feet within the house itself not including porches and patios.

<u>BLOCK</u>	<u>LOTS</u>	<u>SQ. FT. REQUIREMENTS</u>
25	18	1400
26	32	1400
41	31 thru 45, incl.	1400
41	47 and 49	1400
41	52, 53, and 54	1400
46	1, 8, 11, and 18	1400
47	1, 16, and 31	1400
41	60, 62 and 63	1300
26	28 thru 31, incl.	1200
41	46, 48, 50, and 51	1200
41	55 thru 59, incl.	1200
41	61 and 64	1200
46	2 thru 7, incl.	1200
46	9 and 10	1200
46	12 thru 17, incl.	1200
47	2 thru 15, incl.	1200
47	17 thru 30, incl.	1200
47	32 and 33	1200

8.

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.

9.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in tract shall at any time be used a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10.

Exterior wall of all main residential building shall constructed with not less than fifty one percent (51) masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Masonry used on one (1) wall of an attached garage may be included in calculation of the masonry used.

11.

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

12.

No animals, livestock, 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.

13.

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 (5) sq. feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sales period.

14.

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 well, 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.

15.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be place within the property lines of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

16.

Grass, weeds and vegetation on each lot sold shall be kept MOWED AT REGULAR INTERVALS SO AS TO MAINTAIN THE SAME IN NEAT AND ATTRACTIVE MANNER; trees, shrubs, vines, and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, the Trustee may at his option have the grass, weeds and vegetation when and as often as the same is necessary in his judgement, and have dead trees, shrubs and plants removed from the property, and the owner of such a lot shall be obligated to pay for the cost of such work.

17.

Easements for public utility installation and mainenances show on the recorded plat and contained in the dedication thereof, are hereby reserved. Neither trustee nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner on land covered by said easements.

18.

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 owner of the subdivision, their heirs, successors or assigns, shall be under no obligation to enforce these restrictions or any modification thereof.

19.

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.

20.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until _____, 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 parts is recorded in the Dead Records of Harris County, Texas.

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