



Neither Owner or any utility company, their successors or assigns, using the above mentioned easements shall be liable for any damages done by them or either of them or their assigns, their agents, employees or servants, to shrubbery, flowers or other property of the owner or owners situated on the land covered by said easements.

5.

It shall be and it is hereby expressly agreed and understood that the title conveyed by Owner, his nominees, successors or assigns, to any lot or parcel of land in said subdivision shall not in any event be held or construed to include the title to water, gas, sewer, electric light, electric power to telephone lines, poles or conduits, or any other utility or appurtenance thereto constructed by Owner or public utility company, or other assigns, over, under, through, along or upon herein dedicated easements, premises or any part thereof, to serve said property or any other portions of said Meadowcreek Village, Section 11 and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Houston or other municipal corporation or to any other private or public party is hereby expressly reserved to Owner, his nominees, successors and assigns.

### **RESTRICTIONS**

1.

All lots shown on the plat of said subdivision shall be used for residential purposes only with the exception of Reserve Lot E, which is designated and dedicated to commercial purposes and hereby specifically excepted from these restrictions. Lots 1 through 14, inclusive, in Block 50 are here designated as duplex apartment building sites, on which lots only one duplex apartment building of not more than two stories in height shall be allowed together with a private garage or garages for at least three but not more than four cars. Reserve Lots A, B, C and D are here designated as multi-family apartment house building sites, on which lot buildings shall not be restricted in height, but no structure shall be erected or allowed to remain on such lots unless there be off-street parking facilities provided on such lots equal to at least 1-1/2 parking sites for each dwelling unit in such apartment houses. All other lots in said Meadowcreek Village, Section 11 are here restricted to single family residential purposes only and no structure shall be erected or permitted to remain on such lots other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and which garage may contain living quarters for bone fide servants of such single family.

2.

There is hereby created an Architectural Control Committee which shall be composed of three members. The initial members shall be Fred McManis, Jr., James Wilson, Jr. and R. Earl Price, 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 member 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 instrument. The above named committee shall continue to act as such and have all powers and duties herein granted to it until December 31, 1967. At any time subsequent to December 31, 1967 a majority of the then record owners of all the lots in said Meadowcreek Village, Section 11, shall have the power to change the membership of the committee, to withdraw any powers from the committee or to restore any of the powers and duties to the committee by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas.

No building shall be erected, placed or altered on any building plot in this subdivision until the 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 and as to quality of materials and workmanship by said Architectural Control Committee. In the event such committee, or its designated representative, fails to approve such design and location within thirty days after such plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications have been commenced prior to the completion of the improvements, approval will be presumed and the provisions of this instrument shall be deemed to have been fully satisfied.

3.

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 plat of the subdivision, or within five 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 buildings provided however that this shall not be construed to permit any portion of a building to overhang or encroach upon another building site, and in no event shall any building be nearer than 25 feet to the front lot line as to single-family residential sites and as to Reserve Lot D, nor nearer than 20 feet as to Reserve Lots A, B and C, nor nearer than 25 feet as to duplex apartment building sites, as shown on the recorded plat. Detached garages located on the rear portion of any lot

may be built within three feet of any side lot line, except in those instances where the location of such garage in such manner would violate a dedicated easement.

Concrete sidewalks of standard width and construction across the front of Lots 7 through 35, inclusive, in Block 52 and Reserve Lot D in Block 52 shall be included in the plans and specifications and shall be constructed before the main building on said lots is occupied by the owners thereof or their tenants.

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 eight thousand square feet or a width of less than fifty-three feet at the front building setback line shown on the recorded plat.

5.

No noxious or offensive trade or activity shall be carried on upon any lot in said subdivision 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 shall be used as a residence temporarily or permanently in this subdivision, nor shall any structure of a temporary character be used as a residence, except as aforesaid the garages allowed by these restrictions to be constructed on single family dwelling sites or duplex apartment dwelling sites may contain living quarters for bona fide servants to said dwelling residents only. One temporary structure may be erected on such lots with connection with and in conjunction with the actual construction and building of a permanent dwelling upon such lots, but said temporary structure shall within five days after completion of such permanent improvements upon such lots be removed in its entirety, and if not so removed Owners reserves to himself, his nominees, successors and assigns, the right of ingress and egress for the purpose of removing or causing to be removed, at the lot owner's expense, said temporary structure, and said lot owner shall hold Owner, his nominees, successors and assigns, absolutely harmless from any damage done to the premises or improvements caused by such removal.

7.

The living area of any main residence building exclusive of garages, porches, storage rooms and/ or servants' quarters, as to all lots restricted to single family residences, shall not be less than two thousand square feet of usable floor space except that on Lots 1 through 35, inclusive, in Block 52 the main residence area thereon shall be not less than eighteen hundred square feet of usable floor space; on Lots 1 through 14, inclusive, in Block 50 where duplexes apartment dwellings are by this instrument allowed such building shall contain at least two thousand square feet of usable floor space, as above defined.

8.

Exterior walls of all main residential buildings, whether same be single family, two family or multi family, shall be constructed with not less than seventy-five per cent masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Masonry used in one wall of an attached garage may be included in calculation of the masonry used.

9.

On other than the multi family residential reserve lots, 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, and no fence shall have a height in excess of six feet unless approved by the Architectural Control Committee.

10.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential building plot, except that cats, dogs or other household pets may be kept provided that 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 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 during the construction and sales period.

12.

No oil drilling, oil development operations, 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot or parcel upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

14.

Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals as to maintain the same in neat and attractive manner. Throughout the addition trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence or apartment building is constructed on a lot Owner, his nominees, successors and assigns, may at his or their option have the grass, weeds and vegetation cut when and as often as the same is necessary in his or their judgement and have dead trees, shrubs and plants removed from the property and the lot owner of such lot shall be obligated to pay for the cost of such work.

15.

The covenants, agreements, reservations, easements and restrictions herein set out are imposed by James Wilson, Jr., Trustee, sole owner of their property known as Meadowcreek Village, Section 11, and shall be for the benefit of said Owner, his nominees, successors and assigns, and the same are likewise for the benefit of Robert Clemens, the owner and holder of a Vendors Lien and Deed of Trust Lien against said property reserved in the above described deed from said Robert W. Clemens to said James Wilson, Jr., Trustee, and Walter M. Mischer Co., a Texas Corporation, the owner and holder of a Deed of Trust Lien against said property created by that certain deed of trust dated July 31, 1962 executed by said James Wilson, Jr., Trustee, unto Douglas F. Pollard, Trustee for the benefit of said Walter M. Mischer Co., and for the benefit of all subsequent owner of all the land or any part thereof situated and shown by the recorded plat of Meadowcreek Village, Section 11. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed to be covenants running with the land as shown by said plat, enforceable at law or in equity by any one or more of said parties in the paragraph set out, and enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16.

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

17.

No part of the property shall be conveyed to, owned by, leased to, used or occupied by any person that is not of the white or Caucasian Race, except that the owners' servants quarters may be occupied by bona fide servants of other than the white or Caucasian Race.

18.

Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgages, trustee or guarantor under any mortgage or deed of trust, or the assigns of any mortgages, trustee or guarantor under any such mortgage or deed of trust outstanding against the said property at the time that such violation shall occur.

19.

The covenants and restrictions herein provided shall run with the land and shall be binding upon all owners of lots in Meadowcreek Village, Section 11, and upon all persons claiming under them for a period of twenty-five years from the date of recording of this instrument, after which period the said covenants and restrictions shall be automatically extended for successive periods of ten years each unless by vote of the majority of the then record owners of the lots in said Meadowcreek Village, Section 11, on the basis of one vote to each lot owner, vote to alter, rescind or modify the same in whole or part. Any such alteration, rescision or modification shall be signed by a majority of the then record lot owners and the instrument evidencing same shall be filed for record in the office of the County Clerk of Harris County, Texas.

20.

Robert W. Clemens and Walter M. Mischer Co., by its duly authorized officers, being the owner and holder of liens upon and against portions of the property covered by the plat of Meadowcreek Village, Section 11 as above set out, do hereby join with Owner in the execution of said for the purpose of consenting to the restrictive covenants and conditions set forth herein for the benefit of Owner, said Lienholders and all future owners of lots in said subdivision for the purpose of subordinating their said liens to the provisions of this instrument.

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