

MEADOWOOD SUBDIVISION
Declaration of restrictions

THE STATE OF TEXAS }
COUNTY OF HOUSTON } KNOW ALL MEN BY THESE PRESENT

That the MEADOWOOD OWNERS' ASSOCIATION, hereinafter called the Declarant, desires to amend the original Declaration of Restrictions for MEADOWOOD, a residential subdivision, which were executed on October 23, 1979, to reflect certain changes that have been approved by at least 75% of the owners of property in MEADOWOOD, as required by Article II, Section 3 of said Declaration of Restrictions; Declarant hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, and conditions to apply uniformly to all acreage in MEADOWOOD:

ARTICLE I

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose, except as herein provided.

Section 2. Except as herein provided, no business of any kind shall be conducted in any residence. However, an owner may operate out of his or her residence, a personally owned and personally operated business, conditioned that such business in no way detracts from the premises' residential nature and conditioned further that the traffic to and from such business and the customers thereof in no way interfere with the residential nature of the subdivision or the ruse of and access to and from other lots in the subdivision b the owners thereof. No signs, billboards, posters or advertising devices of any character shall be erected on any lot other than standard real estate signs for the purpose of selling a lot or house.

Section 3. No noxious or offensive activity shall be carried on in or on any lot.

Section 4. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view. In the event of default on the part of the owner or occupant of any acreage in this Subdivision in observing the above requirements, or any of them, the undersigned Declarant may, without liability to the owner or occupant, in trespass or otherwise, enter upon said acreage and remove or cause to be removed such garbage, trash, rubbish, salvage, etc., so as to place said acreage in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such acreage for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any acreage in this Subdivision to pay such statement immediately upon receipt thereof.

Section 5. No outbuilding, basement, tent, shack, garage, trailer, mobile home, shed or temporary building of any king shall be used as a residence either temporarily or permanently.

Section 6. No residence shall be constructed on any lot in the Subdivision that does not have a minimum of 1,100 square feet of heated area.

Section 7. No residence shall be constructed on any lot in the Subdivision within 40 feet of the mid-ditch line of such lot nor within 10 feet of each side thereof.

Section 8. No prebuilt, modular, or used structure shall be moved onto any lot.

Section 9. Any residence must be placed on a concrete slab or a pier-and-beam type of foundation; if a pier-and-beam type of foundation is used, the house must be exteriorly finished and/or landscaped in such a manner that the pier are not exposed to public view.

Section 10. The lots may be reduced in size, at the discretion of the owners, provided, however, that no lot shall be smaller than 2 acres.

Section 11. Each residence shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said acreage. Such sewage disposal system shall be in accordance with the requirements of the State Health Department. The drainage of septic tanks into a road, street, alley, or other public ditch is strictly prohibited.

Section 12. There shall be no hogs or swine kept on any lot in the Subdivision.

ARTICLE II: GENERAL PROVISIONS

Section 1. Enforcement: Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of the owners of all lots in the Subdivision.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of each breach shall defeat or render invalid the lien of any mortgage made in good faith and that such condition shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant or Declarant's transferees for a period of ten (10) years from the date hereof and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the lots in the Subdivision.

EXECUTED this 28th day of September, 1993

MEADOWOOD OWNERS' ASSOCIATION

By: Michael Armitage, President

THE STATE OF TEXAS
COUNTY OF HOUSTON

BEFORE ME, the undersigned authority, on this day personally appeared Michael Armitage, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to as expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of September, 1993

Glenda Turner

Signature

Notary Public in and for Houston
County, Texas

Exp: 10/2793

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