

RESTRICTIONS, OAK MEADOWS ADDITION, SECTION 4

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

WHEREAS, Oak Meadows Building Corporation, a Texas Corporation, is the owner of that certain 55.8 acres of land in the Callahan and Vince Survey in Harris County, Texas, which it has subdivided and platted as an addition known as OAK MEADOWS, SEC. 4, as shown by the map or plat of OAK MEADOWS, SEC. 4, filed for record in the Office of the County Clerk of Harris County, Texas on June 25, 1953 under said Clerk's file number 1144308, reference to which is hereby made for all purposes; and

WHEREAS, said Oak Meadows Building Corporation desires to place and impose the following restrictions, covenants and conditions on all of the lots, blocks and property in said OAK MEADOWS, SEC. 4 (with the exception of the tract marked "RESERVE" on said map or plat which shall remain unrestricted), which restrictions, covenants and conditions are intended for the benefit of each lot as a general and uniform plan or scheme for the development, improvement and sale of property in said addition, and are designed to make said lots and property more attractive for residential purposes,

NOW, THEREFORE, for the purpose of creating, adopting and carrying out said general and uniform plan for the development, improvement and sale of said property, and in furtherance thereof, Oak Meadows Building Corporation does hereby place and impose the following restrictions, covenants and conditions on all of the lots, blocks and property in and constituting OAK MEADOWS, SEC. 4, according to the map or plat above referred to (except the tract on said plat marked "RESERVE"):

1.

All of the lots in OAK MEADOWS, SEC. 4 shall be known and described as residential lots or plots and shall be used only for residential purposes.

2.

Only one (1) dwelling unit which shall be a detached single-family dwelling house of one story construction, and a garage of one story construction, and for not more than two cars, shall be erected on any lot. No other dwelling or housing accommodation of any kind, character or description whatsoever, shall be placed or erected on any lot. A dwelling unit may be erected partly on one lot and partly on an adjoining lot in which case both lots shall be considered to constitute a single residential lot.



3.

No dwelling house which has less than 850 square feet of ground floor area, exclusive of open porches and garages, shall be erected on any lot.

4.

No building shall be erected, placed or altered on any lot or plot until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the Addition, and as to location of the buildings with respect to topography and finished ground elevation, by a committee composed of D. D. Hutchison, Leroy Kennedy and Frank Ahrens, or by a representative designated by a majority of the members of said committee; in the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in the event the person seeking to build cannot locate any member of the committee in Houston, Texas, after making a bona fide effort to do so and shall file an affidavit with the County Clerk of Harris County, Texas, stating

what effort has been made to locate committee members at Houston, Texas, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and or its designated representatives shall cease on and after the 25th day of August, 1978. Thereafter, the 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 owners of a majority of the lots in the subdivision and duly recorded, appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee; provided, however, that nothing in this Paragraph, that is Paragraph 4, shall apply to any dwelling unit which is constructed or sold with the assistance of any loan which is guaranteed or insured in whole or in part by the Veterans Administration or by the Federal Housing Administration.

5.

No building, fence, wall or other structure shall be erected or located on any lot nearer to the front lot line than the building set back line as shown on the recorded map or plat above mentioned, said building set back line being 25 feet from the front lot line. No building shall be erected or located nearer to the side street line than the building set back line as shown on said map or plat, said side street set back line being 10 feet from the side street line, except as to Lots 1 and 38 of Block 51, said side street set back lines are 10 feet from the side street line at the front of the lot and increasing to 25 feet at the rear of the lot. In the event of any conflict

between the provisions of this Paragraph and the provisions of said recorded map or plat, the latter shall govern.

6.

No building, except a detached garage located 70 feet or more from the front lot line, shall be erected or located nearer than 5 feet to any side lot line. No dwelling house shall be located or erected on any interior lot nearer than 25 feet to the rear lot line, and with respect to lots in Blocks 43, 44 and 45 no garage shall be located nearer than 20 feet to the rear lot line and no garage shall face on the Allen-Genoa Road. All lots in said Blocks 43, 44 and 45 shall be deemed to front and face on Palvey Avenue.

7.

All dwelling houses shall be constructed on each lot so as to front the street upon which such lot faces. Any lot excepting a corner lot, is deemed to front on the streets upon which it abuts. A corner lot shall be deemed to front on the street on which it has its smaller dimension, except that Lot 2 in Block 48 shall be deemed to face on El Buey Way, and with respect to such Lot 2 in Block 48, the side street building line, that is the building line on the side facing Forest Oak Drive, is hereby changed from 25 feet as shown on the recorded plat to 10 feet. No garage shall be erected or located on either Lot 1 or 2 of Block 48 so as to front or face Orchid Street

8.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map or plat.

8.

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

10.
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.

11.

No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12.

No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14.

The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of Oak Meadows Building Corporation, its successors and assigns, and all persons claiming by, through or under it, until the 25th day of August, 1988 on which date the same shall automatically terminate; provided, however, that by agreement of the owners of a majority of the lots in said OAK MEADOWS, SEC. 4, said restrictions, covenants and conditions or any of them may be terminated as of the 25th day of August, 1978, but not prior thereto, provided such agreement is entered into in writing, and is duly acknowledged and filed for record with the County Clerk of Harris County, Texas between the period August 25, 1976 and August 25, 1978.

15.

The tract of land marked "RESERVE" on said recorded map or plat of OAK MEADOWS, SEC. 4, which tract is bounded on the South by the south line of Block 46, on the East by the East line of Block 16, on the North by El Puy Way and on the West by Lot 17 of Block 46, is expressly excepted from the foregoing restrictions, covenants and conditions and none of them shall apply to said tract, marked "RESERVE", and said tract marked "RESERVE" may be used for business, commercial or any other purpose or purposes whatsoever.

16.

In the event any person or persons, firm or corporation, shall violate or attempt to violate any of the foregoing restrictions, covenants, or conditions, it shall be lawful for any person owning or having an interest in any lot in said OAK MEADOWS SEC. 4, to prosecute any proceedings at law or in equity, to abate, prevent, or enjoin any such violation or attempted violation and/or to recover damages caused by any such violation or attempted violation. Oak Meadows Building Corporation reserves the right, although it shall never be obligated to do so, to

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to prosecute any proceedings at law or in equity to correct, prevent, abate or enjoin any violation or attempted violation of any of said restrictions, covenants or conditions, whether or not it then owns any property in said addition.

EXECUTED this the 25th day of August, 1953.

OAK MEADOWS BUILDING CORPORATION

By *D. D. Hutchison*
President

ATTEST:

Secretary

NOTARY PUBLIC OF TEXAS |

HARRIS COUNTY |

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared D. D. Hutchison, President of Oak Meadows Building Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of August, 1953.

James T. Termin (James T. Termin)
Notary Public in and for
Harris County, Texas

RECORDED
INDEXED
OCT 19 1953
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

WITNES:

Secretary

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared D. D. Hutcheson, President of Oak Meadows Building Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of August, 1953.

James T. Termini (James T. Termini)
Notary Public in and for
Harris County, Texas

11-26-1953 *11-10-1953*
08-19-1953
Notary Public, Harris County, Texas
W. R. ... Deputy

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

MAR 13 1981



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy

JUDY SWORD

DEED

RECORDS

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