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RESTRICTIONS, OAK BEADOWS ADDITION, SECTION &

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

A CONTRACT OF THE PROPERTY OF

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, filed for the same 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 KEADOWS, 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, Ork Meadows Building Corporation does hereby place and impose the following restrictions, dovenants 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"):

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

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. So other dwelling or housing accommodation of any kind, character or description shatsoever, 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 toth lots shall be considered to constitute a single resignified lot.

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No dwelling house which has less than 850 square feet of ground floor area, exclusive of open porches and garages, shall to 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 a proved 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. dutchison, Leroy Kennedy and Frank Ahrens, or by a representative designated by a majority of the members of said cormittee; in the event or death or rese ignation 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 oven 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 bone fide effort to do so and shall file an affidavit with the County Clerk of Harris County, Fexas, stating

what errors has been made to locate committee monbers 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 tills covenant will be desmed to have been fully nomplied with. Meither 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 Est 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 shell thereafter exercise the same powers previously exercised by said committee; provided, however, that nothing in this Paragraph, that is Pursgraph 4, shall apply to any dwelling unit which is constructed or sold with the essistance of any losn which is guaranteed or insured in whole or in part by the Veterans Administration or by the Pederal Housing Administration.

5.

Mo 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 atreet line than the building set cack line as shown on said map or plat, said side atreet set back line being 10 feet from the side atreet line, except as to Lots 1 and 18 of Plock 51, said side atreet set back lines are 10 feet from the side atreet at back lines are 10 feet from the side atreet front of the lot and increasing to 25 feet at the mar 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.

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

We 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.

guarrying 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 all or natural gas shall be erected, maintained or permitted upon any lot.

11.

We 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 imminerators 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 aight lines at elevations between 2 and 6 feet above the roadways 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 politry 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.

constitute ecvenants running with the land and shall be binding on and inure to the benefit of Oak Meedows Building Corporation, its successors and sesigns, and all persons claiming by, through or under it, until the 25 day of August, 1988 on which date the same shall sutcastically terminate; provided, however, that by agreement of the owners of a majority of the lots in said CAK --ADONS, S.C. 4, said restrictions, covenants and conditions or any of them may be terminated as of the 25 day of August, 1973, 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 "MESSERVE" on said recorded map or plat of OAK MEADOWS, SET. 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 Busy may and on the Test 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 penson or persons, tirm or corporation, shall violate or attempt to violate any of the foregoing restrictions, occanents, or conditions, it shall belawful for any person owning or having an interest in any lot in said OAK MADUTS SEC. 4, to prosecute any proceedings at law or in equity, to abate, prevent, or anjoin any such violation or attempted vidation 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

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 25 day of August, 1953.

OAK MEADOWS FUITHDING/CORPORATION

By Y President

Immest:

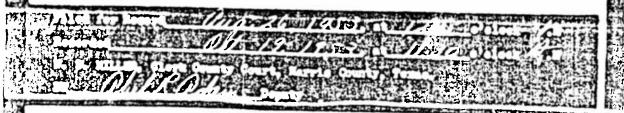
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opposed ME, the undersigned authority, a Notary Public in and for darria County, Yexas, on this day personally appeared D. D. Hutchison, President of Oak Meadows Building Torporation, a corperation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he averaged the came for the purposes and consideration therein accreticity as the act and dold of said corporation, and in the impacity therein stated.

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Notary Public In and for Harris County, I x



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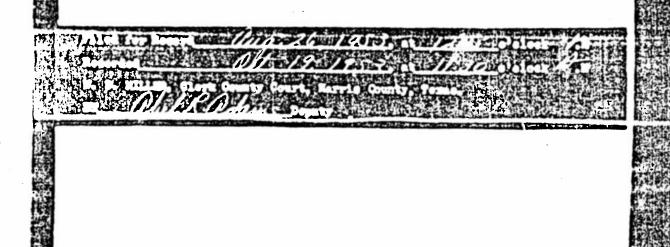
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CIVEN UNDER MY HEND AND SEAL OF O-FICE on this the AFRA day of August, 1973.

Notary Public In and for Harris County, I a x a s

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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 custedy and possession, filled 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
Deputy

JUDY SWORD

DEED

RECORDS

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