

RESTRICTIONS, OAK MEADOWS ADDITION

THE STATE OF TEXAS :

COUNTY OF HARRIS :

Whereas Oak Meadows Corp., a Texas corporation, is the owner of an Addition known as Oak Meadows Addition, an Addition to the City of Houston, Harris County, Texas, according to a plat of said addition which was filed on the 14th day of August, 1950, with County clerk of Harris County, Texas under County Clerk's file number 777502, and said Oak Meadows Corp., hereinafter called Corporation, desires to place and impose certain restrictions on all the property shown on said plat with the exceptions of Blocks 1 and 6, which are hereby reserved, and lots 17 and 18, Block 2, and Blocks 16 and 17 hereinafter provided for,

Now, therefore, know all men by these presents, that the corporation does hereby place and impose the following restrictions, covenants and conditions on all of the lots and blocks known as Oak Meadows Addition, plat of which is above referred to, excepting Blocks 1 & 6, lots 17 & 18 in Block 2, and blocks 16 and 17:

1. All of the lots in the aforesaid Addition (excepting Blocks 1, 6, 16, 17 and lots 17 and 18 in Block 2) shall be known and described and used as residential lots or plots. No Structures shall be erected or placed on any of aforesaid lots other than one detached, single-family dwelling not to exceed one story in height, and a private garage for not more than two cars. **The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.** This shall not prevent the erection of a single-family dwelling unit on part of one lot and part of another, provided the requirements of No. 3 are met.

2. **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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of D.D. Hutchinson, LeRoy Kennedy and T. H. choate, or by a representative designated by a majority of the members of said committee. In the event of death

or resignations of any member of said committee, the remaining member, or members, shall have fully 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 of its designated representatives, shall cease on and after the 1st day of July, 1975. Thereafter, the approval described in the covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by 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.

3. No structure shall be erected or placed on any residential building plot which plot has an area of less than 5,000 square feet and a width of less than 50 feet at the front building and back line.

4. No building shall be erected nearer to the front lot line nor nearer to the side street line than the building set back lines shown on the recorded plot. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, except lots 9 to 13 inclusive in block 11, which shall have a building set back line at 20 feet. No building except a detached area or other outbuildings located 70 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding Erected in this tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No building shall be moved onto any lot, but shall be erected to conform to requirements not out in paragraph one (1).

7. 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.

8. 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.

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

10. No fence, wall, hedge or partition which obstructs sight 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 distances at such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

12. 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.

13. In the event Blocks 16 and 17 of said Oak Meadows Addition are sold to the Houston Independent School district within 3 months from this date, then said Blocks shall be used for school purposes only; however, if not purchased by said school district within such time, said Blocks 16 and 17 shall be subject to all of the foregoing restrictions the same as if these restrictions expressly included same.

14. Lots 17 and 18 in Block 2 of said Oak meadows Addition shall be used for church purposes only.

15. These covenant and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of July, 1975, at which time the covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners in whole or in part.

16. If the corporation, or its successors or assigned, or any other person should violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the corporation or any other person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or such violations.

Executed this the 24th day of August, 1950, at Houston, Texas.

THIS IS A READ ONLY COPY OF THE OFFICIAL DEED RESTRICTIONS FOR OAK MEADOWS ADDITION, SECTION 2.