THIS IS A READ ONLY COPY OF THE OFFICIAL DEED RESTRICTIONS FOR OAK MEADOWS ADDITION, SECTION 3.

RESTRICTIONS, OAK MEADOWS ADDITION, SECTION 3

WHEREAS, Oak Meadows Building Corporation, a Texas Corporation, is the owner of that certain 26.13 acres of land in this Callahan and Vince Survey in Harris County, Texas, which it has subdivided and platted as an addition known as OAK MEADOWS, SECTION 3, as shown by the map or plat of OAK MEADOWS, SECTION 3, filed for record in the Offices of the County Clerk of Harris County, Texas, on September 20, 1954, under said Clerk’s file number 1316284, reference to which is hereby made for all our purposes; and,

WHEREAS, Oak Meadows Building Corporation desires to place and impose the following restriction, covenants and conditions on all of the lots, blocks and property in OAK MEADOWS, SEC. 3, 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 sale and lots and property 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. 3, according to map or plat above referred to:

1. All of the lots in OAK MEADOWS, SECTION 3, shall be known and

described a residential lots or plots and shall be used only for residential purposes, except that:

1. In the event United Gas Pipeline Company, a Delaware Corporation with permit to do business in Texas acquires title to Lot One (1) in block fifty-five (55) in said addition such lot may be used for a meter station and there may be erected or placed thereon the necessary building, equipment and appurtenances for operation and maintenance of a meter station, but such lot shall not be used for any other purposes in conformity with the restrictions, covenants and conditions set forth in the instrument.
2. Lots seventy-one (71), seventy-two (72) and seventy-three (73) in Block Fifty-five (55) in said addition may be used for business purposes, and any such lot, or part thereof, may be combines with any other such lot or lots or parts thereof to constitute one or more business sites, provided however, that any business on said lots 71, 72, and 73 or any part thereof shall be restricted for retail business, professional offices, and service business uses only, and that no noxious

or offensive trade or activity shall be carried on upon either of such lots or any part thereof, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

2.

Only one (1) dwelling unit which shall be detached single-family

dwelling house of one-story construction, and a garage of one-story constructions, and for not more than two (2) cars shall be erected on any residential lot. No other dwelling or housing accommodation of any kind, character or description whatsoever, shall be placed or erected on any residential lot.

3.

Any lot, or part thereof, may be combines with any other lot or part thereof to constitute one (1) residential lot or plot, provided the conditions and requirements set out in Paragraph four (4) below are set and complied with.

4.

No dwelling unit shall be erected or placed on any residential building

lot or plot which plot has an area of less than Five-Thousand (5,000) square feet, or a width of less than Fifty-Four (54) feet at the front building and back line.

5.

All dwelling houses shall be constructed on each residential lot or plot

so as to face the street upon which such lot faces. Any lot, except a corner lot, is deemed to front on the street upon which it abuts. A corner lot is one that abuts on more than one street, and all corner lots shall be deemed to front on the street on it has its smaller dimension, and if the dimensions on more than one street are the same, the foresaid company reserves the right to designate which street the lot shall face.

6.

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 residential lot.

7.

No dwelling shall be erected, placed or altered on any residential lot or plot until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to the 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. Hutchinson, 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 or members, the remaining member, or members, shall appoint a successor or successors for any deceased or resigning members so that said committee shall at all times be comprised of three (3) members. The then record owners of a majority of the lots in said addition shall have the right at any time, by agreement duly executed, acknowledge and filed for record with the office of the County Clerk of Harris County, Texas, to appoint members to said committee to fill any vacancy or to replace any member or members then serving. 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 specification 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 20th day of October, 1979. 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.

8.

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 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. 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.

9.

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.

10.

No signs of any kind shall be displayed to the public view on any lot except one sign of 5 square feet advertising the property during the construction and sale period.

11.

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.

12.

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.

13.

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.

14.

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.

15.

No structure of temporary character, trailer, basement, tent, shack,

garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.

16.

No noxious or offensive activity shall be carried upon any lot, nor shall

anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

17.

Basements for installation and maintenance of utilities and drainage

facilities are reserved as shown on the recorded map or plot. There is hereby created and granted an easement for utility purposes in, on, over and across the west twenty (20) feet of lots 1, 2, 3 and 4; said easement hereby created and granted across the west side of said lot 5 running from the south line of said lot 5 to the northeasterly line of said lot 5, adjoining and parallel with the west line of said lot 5, and the same

included the 10-foot utility easement running parallel with the west line of

said lot 5 as shown by the recorded map or plot of said addition; said twenty (20) foot utility easement hereby dedicated across the rear of said lots 1, 2, 3 and 4 and across the west side of said lot 5 being also described as follows:

Beginning at the Southwest Corner of said Lot one (1);

THENCE East along the South line of said Lot one (1)

a distance of twenty feet;

THENCE North 0 deg. 58’ W. parallel with the West lines of

said lots one (1), two (2), three (3), four (4) and five (5)

to the Northwest line of said lot five (5);

THENCE South 52 deg. 27’ W, along the Northwesterly line

of said lot five (5) to the West line of said lot five (5);

THENCE South 0 deg. 58’ S, along the West lines of said

lots five (5), four (4), three (3), two (2) and one (1), a

distance of 297.24 feet more or less to the PLACE OF

BEGINNING.

The above describes easement is West of and adjoins the pipe line

right-of-way easement, being a ten (10) foot easement, granted to United Gas Corporation by instrument dated November 20th, 1950 and recorded in Vol. 2200, Page 37 of the Deed Records of Harris County, Texas, which right-of-way is not shown on the recorded map or plat of said Oak Meadows Sec. 3 but notice of such right-of-way is hereby given, just as if the same were shown on map or plat.

18.

These restrictions, covenants and conditions are to run with the land

and shall be binding on all parties and all persons claiming by, through or under them, until the 20th day of October, 1979, on which date they shall

be automatically extended for a successive period of ten (10) years each; provided however, that the then record owners of a majority of the lots in said addition may at any time after October 20, 1979, by writing agreement duly executed, acknowledged and filed for record in the office of the County clerk of Harris County, Texas, alter, change, amend or terminate said restrictions covenants and conditions in whole or in part.

19.

In the event that 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. 3 to prosecute any proceedings at law or in equity, to abate, prevent, or enjoin any such violation or attempted violation. Oak Meadows Building Corporation reserves the right, although it shall never be obligated to do so, to prosecute any proceedings at law or in equity to correct, prevent, abate or enjoin any violation or attempted violation of any said restrictions, covenants or conditions, whether or not it then owns any property in said addition.

20.

Invalidation of any one of these covenant by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 4th day of November, A.D., 1954.

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