Deed Restrictions

Gulf Meadows Subdivision Deed Restrictions

 **(**I &ll - Gulf Meadows Development Corporation, a Texas Corporation) (III - Texas Power Skis, Inc., a Texas Corporation) (IV - Homecraft Corporation, hereinafter referred to as Declarant), owner of the lands and premises hereinafter described for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, does hereby covenant and provide that (I & II - Gulf Meadows Development Corporation, a Texas Corporation) (III-Texas Power Skis, Inc., a Texas Corporation) (IV-Homecraft Corporation), as well as its successors and assigns, and all parties holding title by, through and under it, shall hereafter have and held title to the following described lands and premises, to wit: (Let descriptions by Section)

Subject to the following restrictions, reservations, and covenants, which are hereby imposed upon said properties as covenants, which are hereby imposed upon said properties as covenants running with the land, and which (I & II Gulf Meadows Development Corporation) (III-Texas Power Skis, Inc.) (IV-Homecraft Corporation) agrees shall be binding upon and shall be observed by itself, its successors and assigns and shall run in favor of and be enforceable by any person who shall hereafter own any of said lots described above.

Part A - Residential Covenants

1. (ALL) None of said lots shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stores in height and a private garage for not (I&II-more) (III&IV-less) than two cars.

2. (ALL) No building shall be erected placed or altered on any of said lots until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location, of them with respect to topography and finished ground elevation by a committee composed of (I - R.C. Townsend, Mildred Harrison, and Charles Conner) (II - Hubert Herren, J. D. Townsend and Marion L. Martin) (III - Hubert Herren, J. G. Coman,II and Marion L. Martin) (IV - Ronald E. Foster, Dave Godbald and George Kepecky), or a representative designated by a majority of the members of said committee. In the event of death or resignation of any 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 it designated representatives fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, 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 the named committee and/or its designated representative shall on (I&II December 31, 1965) (III-December 31, 1967) (IV-December 31, 1980), automatically pass to a committee of three owners of lots in Gulf Meadows, section (1,2,3 or 4), which such three lot owners shall be selected by a majority of lot owners in said Gulf Meadows, Section (1,2,3, or 4). Such selection may be made at any time and from time to time, during the duration of these restrictions. Such action by said majority of lot owners shall be evidence by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas.

3. (ALL) Any single story residence constructed on said lots must have a ground floor area of not less than (I-1,000) (II-1,200) (III&IV-1,300) square feet, exclusive of open or screened porches, terraces, driveways, carports and garages. Any residence other than a single story residence must have not less than (I-800) (II,III&IV-900) square feet of ground floor living area, exclusive of open or screened porches, terraces, driveways, carports and garages.

4. (II,III&IV) Exterior walls of all main residential buildings shall be constructed with not less than fifty-one percent (51%) masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Masonry used on one wall of an attached garage may be included in calculation of the masonry used.

5. (ALL) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat, and also no building (except a garage or permitted accessory building located 70 feet or more from the front lot line) shall be placed on any lot so as to be locate:

1. Nearer than 5 feet to either or the side, or interior lines of such lot or
2. So that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the lot at the front building set-back line, with the further proviso that neither of such side yards shall have a width of less than five feet.

A three (3) foot side yard shall be permissible for a garage or other permitted accessory building located seventy (70) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Paragraph 7(b) below, these bilging set-back provisions shall be applied to such resultant building site as if it were one original, platted lot.

6. (II,III,&IV) Concrete sidewalks of standard width and construction across the front of each residential building site shall be included in the plans and specifications and shall be constructed before the main residence is occupied by the owner.

7. (IV) None of said lots shall be resubdivided in any fashion. (I,II&III)

1. None of said lots shall be resubdivided in any fashion except as hereinafter provided.
2. Any person owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs numbered 3 and 5 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

8. (ALL) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither (I&II-Gulf Meadows Development Corporation) (III-Texas Power Skis, Inc.) (IV-Declarant) nor any utility company using the easements herein referred to shall be liable for any damage done by them or the assigns, their agents, employees or servants, to shrubbery trees or flowers or other property of the owner situated on the land covered by said easements.

9. (ALL) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. (ALL) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

11. (II,III&IV) Sales offices must be used temporarily in the subdivision during the building and sales program, the design, location and material of construction of which must first be approved by the committee.

12. (ALL) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale of rent, or signs used by a building contractor to advertise the property during the construction and sales period.

13. (ALL) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or on 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.

14. (ALL) 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 other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. (ALL) 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 proved they are not kept, bred or maintained for any commercial purpose.

16. (ALL) No fence, wall, hedge or gas meter shall be place, or permitted to remain on any of said lots nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot.

17. (ALL) No shrub or tree planting which obstruct sight lines at elevations between 2 and 6 feet above the roadway shall be place 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 within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructing of such lines.

18. (IV) An underground electric distribution system will be installed in that part of Gulf Meadows Subdivision, Section 4, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Gulf Meadows Subdivision, Section 4, including Tracts 1 through 7 out of Reserve “A”. The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer’s structure to the point of attachment at such company’s installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner’s lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

**Part B - General Provisions**

1. (ALL) These covenants are to run with the land and shall be binding upon all of the parties and all persons claiming under them until December 31, 2001, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it is agreed to change said covenants in whole or part by an instrument signed by a majority of the then owners of the
lots. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owning real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing, or to cover damages or other dues for such violation.

2. (ALL) Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Transcribed from a 1967 copy.