

Pipers Meadow Deed Restrictions
(Condensed)

The overall purpose of the Covenants and Restrictions is to ensure and protect the attractiveness and desirability of the community. The document is recorded in its entirety with the Harris County Clerk's Office.

Article I, Section 2 – Powers of Committee: “Working and schematic plans for any changes to the exterior of the property must be submitted to the Architectural Review Board before any work is begun. This includes but is not limited to changes to exterior walls, laying of foundation, painting, roofing and fences. Any change initiated by the resident of property must be compatible with the overall character and aesthetics of the present structure as well as the surrounding neighborhood. This includes minor changes. Some exterior changes need permits from the City of Houston in addition to PMCIA approval. “

If the exterior of any structure needs repair or maintenance, the owner shall be notified in writing. Exterior maintenance shall include the following:

1. All painted surfaces shall be clean and smooth with no bare or splotchy areas or peeling paint. All surfaces must be free of mildew and algae.
2. The house paint and trim color and trim or siding shall be earth toned colors or muted shades of blue or gray. Primary colors and pastels will not be approved.
3. Wooden trim and siding must be in good repair.
4. Gutters, if present shall be kept in good repair. They are not allowed to sag or collect debris.
5. Roofs must be maintained in good repair with no missing or curling shingles.
6. All glass surfaces must be whole and not cracked.
7. Garage doors must be undamaged, in good repair and painted.
8. All basketball goals, poles and backboards must be kept in good repair, and properly maintained.

Article II, Section 2 – Powers of Committee: “No building or other improvements shall be constructed in the Subdivision, and no exterior alteration therein shall be made until the site plan, the schematic plan for landscaping and lighting, and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity and harmony of external design and location in relation to surrounding structures and topography and as to quality of workmanship and materials. In the event the Committee fails to approve or disapprove the site plan and schematic plan within thirty (30) days after submission to the Committee, approval thereof shall be deemed to have been given and the requirements of submission of final working plans and specification shall be waived. “

"No construction of a building, structure, fence, wall or other improvements shall be commenced until the contractor designated to perform such construction has been approved in writing by the Committee. "

"If the exterior of any residence needs to be repaired or maintained, the Committee shall notify the owner thereof in writing of the need for such repairs or maintenance. If such repairs or maintenance are not accomplished within thirty (30) days of said date, the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the owner. The owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection. "

Article VI, Section 1 – Residential Use: "Each and every lot is restricted to residential dwellings for single family residential use only. No businesses involving commercial, trade traffic or advertising shall be permitted. Single family residents with multiple cars should keep cars in the garage to prevent the presence of multiple vehicles from becoming a nuisance."

Article VI, Section 2 – Animals and Livestock: "No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Consistent with as use as a residence, dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any business purposes."

Article VI, Section 3 – Nuisances: "No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to residents of the Subdivision."

Article VI, Section 4 – Storage and Repair of Vehicles: "No boat, mobile home, trailer, boat rigging, truck larger than three-quarter (3/4) ton pickup, bus, unused or inoperable automobiles shall be parked or kept in the street in front of or side of any lot or on any lot, unless such vehicle is stored within a garage. Unused shall mean any vehicle that is not a resident's daily use, primary automobile. Vehicles are not allowed to be parked on the lawn. No owner of any lot in the subdivision or any visitor or guest of any owner shall be permitted to perform work on automobiles or other vehicles in driveways or street other than work of a temporary nature. For purpose of the foregoing the term temporary shall mean that the vehicle shall not remain in driveways or streets in excess of forty-eight (48) hours."

Article VI, Section 6 – Disposal of Trash: "Trash containers may not be kept in front of the garage doors or on the front side of the house to be seen from the street or the interior or neighbor's homes. No other type of items or debris including B-B-Q pits shall be kept in front of the garage doors or on the side of the property. There shall be no storage of clutter and debris in public view. Additionally, debris shall not be allowed to accumulate in the backyard of any property thereby contributing to unsanitary conditions, rat infestation or fire hazards."

Article VI, Section 7 – Building Materials: “No lot shall be used for the storage of any material whatsoever, except that material used in the construction of improvement erected upon lot may be placed upon such lot at the time construction is commenced. During initial construction or remodeling of the residence by builders in the subdivision, building material may be placed or stored outside the property lines. Building materials may remain on lots for a reasonable time, as long as the construction progress without undue delay after which time these materials shall either be removed from the lot or stored in a suitable enclosed area on the lot.”

Article VII, Section 1 – Type of Resident: “Only one detached single-family residence not more than two stories shall be built or permitted on each lot. Carports on lots are prohibited. All residences must be kept in good repair and must be painted when necessary to preserve attractiveness.”

Article VII, Section 4 – Type of Construction: “Accessory buildings and storage sheds may not exceed the height of the dwelling to which it is appurtenant. If storage sheds can be seen from the street or neighbors’ yards, they must be in acceptable condition in which a member of the ARB shall have final determination should conflict arise. Building material of patio covers must be compatible with the rest of the neighborhood and ARB approval must be obtained prior to installation. “

Article VII, Section 6 – Driveways: “On each lot the builder shall construct, and the owner shall maintain at his expense the driveway from the garage to the abutting street, including the portion of the driveway in the street easement, and the builder shall repair at his expense any damage to the street occasioned by connecting the driveway thereto. Sidewalks, driveways and curbs must be kept clean and undamaged.”

Article VII, Section 7 – Roof Material: “Roofs of all residences shall be constructed so that the exposed material is of composition shingles of a wood tone color, unless otherwise approved by Committee.”

Article VII, Section 8 – Fences: “No fence or wall shall be erected on any lot nearer to the street than the building setback lines as shown on the subdivision plat. The erection of chain link fences facing a street is prohibited.”

Article VII, Section 9 – Grass, Shrubbery and Fencing: “Grass and weeds shall be mowed to prevent unsightly appearance. This includes mowing on a regular basis. Edging includes sidewalks, curbs and driveways as well as removing weeds from seams of sidewalks and driveways and near storm drains if they are in front of your property. The grass shall be treated for weeds should they become prominent and unsightly. Flower beds and shrubs, should they exist, must be maintained and kept free of weeds and grass. Shrubs must be trimmed as needed.”

“Existing fences on the property shall be maintained. This includes replacing broken boards and providing support for the structure when needed.”

Article VII, Section 10 – Signs: “No signs, billboards, posters, or advertising devices of any kind shall be permitted on any lot without the prior written consent of the Committee other than one sign of not more than six (6) square feet advertising the particular lot on which the sign is situated for sale or rent.”

Article VII, Section 12 – Exterior Antennae: “No radio, television wires or antennae shall be placed on any lot between the residence and an adjoining street nor shall antennae, including free-standing antennae, extend more than fifteen (15) feet above the roof of the residence. Satellite dishes and antennae may be allowed but an ARB application must be submitted and approved by the ARB committee before installation. It should include the size, placement and company installing the item.”

Article VII, Section 17 – Mailboxes: “Mailboxes, house numbers and similar matter used in the subdivision must be harmonious with the overall character and aesthetics of the community.”

Article VII, Section 19 – Air conditioners: “No window or wall type air conditions visible from any street shall be permitted.”

Article VII, Section 21 – Enforcement of Exterior Maintenance: “In the event of violation of any covenant herein by any owner or occupant of any lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, Declarant or the Association shall have the right (but not the obligation), through its’ agents or employees to repair, maintain and restore the lot and the exterior of the residence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance, and restoration, the Association shall have the right, through its’ agents and employees, to enter any residence or improvements located upon such lot. The Declarant or Association may render a statement of charge to the owner or occupant of such lot for the cost of such work. The owner and occupant agree by the purchase and occupation of the lot to pay such statement immediately upon receipt. The Declarant, the Association, or their agents and employees shall not be liable and hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.”

Article IX – Enforcement: “Failure of the Association or any owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.”