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WEST MEMORIAL SUBDIVISION

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RESTRICTIVE COVENANTS

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THE STATE OF TEXAS COUNTY OF HARRIS

KHOW ALL YEN BY THESE PRESENTS:

For the purpose of creating and carrying out a uniform plan for the improvements, development, and sale of Mast Hemorial Subdivision, Section I, and subsequent sections, an addition to Harris County, Texas, The Fairlane Corporation, a Texas corporation, acting as developer, and The Farm and Home Savings Association, joining pro forms, these subdivision restrictions are adopted and dedicated so that the said Mest Temorial Subdivision will be proposely developed in an orderly, quality manner. will be properly developed in an orderly, quality manner.

PROPERTY RESTRICTED: These restrictions shall apply to all of the lots in West Memorial Subdivision, Section I, an addition to Harris County, Texas, as shown by the plat of said Mest Memorial Subdivision, Section II, filed for record under Yol. 172 Page 27, of the Map Records of Harris County, Texas, and for all subsequent sections of said West Memorial Subdivision, consisting of 478 gross acres, as recorded in the City Planning Commission, of Houston, Harris County, Texas.

TERM OF RESTRICTIONS: These restrictions shall be covenants running with the land and shall be binding on all parties and persons owning any of the land or lots in said West Memorial Subdivision, Section I, and subsequent sections, affected by these restrictions, from the date of execution of this instrument, until December 31, 2010. The then owners of a majority of the lots affected by these restrictions (regardless of the area of the respective lots) may, by a written instrument executed and filed of record not less than six months . prior to, nor more than nine months prior to December 31, 2010, or executed and filed of record not less than six months nor more than nine months prior to December 31 of any five year anniversary after December 31, 2010, change these restrictions, covenants, and conditions in whole or in part as to all of said property or as to any part therein. The execution of said written instrument shall include acknowledgements thereof in the manner entitling the same to be placed of record, but said instruments need not all be under one covenant but may be several different instruments.

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STANDING OF PARTIES: These restrictions shall be binding upon each owner of any lot or lots affected thereby and each owner of a lot affected by these restrictions shall have the right to enforce these restrictions in law or in equity against the person or persons, or entities, violating or attempting to violate any such restrictions. If any of these restrictions are invalid or declared invalid by any judgment of a Court of competent jurisdiction, the same shall not affect any of the other restrictions or provisions hereof, but such other restrictions andprovisions hereof shall remain in full force and effect as each restriction and provision hereof is separate.

Stanley C. Hoffpauir and wife, Donna June Hoffpauir as record owners of Lot 12, Block 11 and Lloyd L. Hiller and wife, Sharon L. Miller as record owners of Lot 13, Block 11 join in the execution of these restrictions as swidence of their ratification and acceptance.

THE STATE OF TEXAS) COUNTY OF HARRIS)

Descript that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, liked on the date atomost thereon and as the same to recorded in the Recorder's Recorder in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I bereby certify on



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- All of the land covered herein subdivided into residential lots by dedicated plat, shall be used for residential purposes only, and no part of any lot affected hereby shall be used for any type of business or commercial endeavor. The word "lot" as used herein, shall specifically refer to a residential building site.
- Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot size shall be not less than seven thousand (7,001) square feet, which shall be the minimum size of any lot in lest Memorial Subdivision, Section 1, and subsequent sections.
- MASONRY: Masonry as used and required herein shall include brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction, but with it being understood that this other type of masonry construction does not include asbestos shingles or other similar fireproof boarding, and exterior wells and elevations as used herein, shall exclude gables, doors and windows.
 - The exterior walls of all residences shall be at least fifty (50%) per cent masonry,
 - The exterior walls on the street side elevations on all residences constructed on all corner lots shall be of mesonry up to the window sills.
- 4. No trade or business and no noxious or offensive activity shall be cerried on upon any lot or tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and no cattle, rabbits, swime, horses, sheep, goats, or other livestock or fowl shall be kept on any cart of said property but this shall not prohibit the keeping of dogs or cats as personal pets, but the keeping of such pets shall not be done in such a way as to be obnoxious or offensive to the neighborhood or the adjoining property owners.
- No trailer, basement, tent, thack, garage, barn or other similar building erected on any of said property shall be used at any time as a residence, elther temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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6. No structure shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling and a private garage. There may be servants' quarters in connection with the garage. The floor area of the main dwelling, exclusive of corches, garages, and servants' quarters, shall contain not less than 1500 square feet in the case of a one-story dwelling and not less than 1650 square feet in the case of a two-story dwelling, with Cape Cod Architecture or other one and one-half story architecture designs being classified as two stories. Any dwelling which does not comply with these provisions shall be made tr comply or may be removed from said subdivision and a lien shall attach to whatever lot or lots said unqualified structure was built on to pay for any expense incurred in the removal of said unqualified structure. unqualified structure.

- Mo building shall be erected, placed, or altered on any lot until the construction plans and socifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. Approval therefore shall be as provided in Paragraph 20 beronf. in Paragraph 20 hereof
- No building shall be located nearer to the front line or nearer to the sile street line than the building set-back lines as shown on the recorded plat. No building shall be located nearer than five (5) feat to any inside lot line except that the said line restriction shall not apply to a detached garage or other out-building. Detached garages, or other out-buildings shall be located at least three (3) feet from the side line. No main dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For purposes hereof, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any encroachment upon any other lot.
- No fence, wall, hedge, or mass clanting shall be permitted to be nearer to any street than the minimum set-back lines, except on corner lots where the side fence may be five (5) feet nearer the street than the building set-back line. Ho fence over six (6) feet in height shall be permitted unless approved by Architectural Control Committee Committee.
- No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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- ii. No oil drilling, oil development operations, oil refining, quarrying or mining noerations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavetions or shafts be nermitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, provided, however, that the existence of the present facilities and activities in connection therewith on pipe line easements shown on said plat shall not be deemed a violation of this restrictive covenant.
- 12. 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.
- 13. No building, trailer, mobile home, metallic building, whether permanent or temporary, whether a residence or otherwise, shall be moved on to a lot affected hereby.
- 14. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Until a home or residence is built on a lot, the undersigned, or their representatives, may at their option have the grass, weeds, and vegetation cut when and as often as the same is necessary in their judgement, and may have dead trees, shrubs, and plants removed from the property, and the owner of said lot or tract of land shall be 'eld by the acceptance of a dead thereto to be obligated to pay and reimburse them for the cost of such work.
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 15. An easement for utility installations and maintenance thereof, as well as ingress and egress to said easements is expressly retained by grantors, for the use of grantors, their assigns, or any other authorized utility company representative, to make such installations and maintain the same is reserved over the property and the easements affecting said lots are reserved as shown on said recorded plats and in accordance with same, whether such easement is over the rear property line or over the side property line. Said utility easements are for all utilities now or hereinafter to be installed in said locations according to custom and usage from time to time. The utilities may be placed upon the streets as designated on said plats, so that said streets may be used for permanent or temporary utility services as well as for traffic and other normal street purposes.

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THE STATE OF TEXAS)
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- 17. Violation of any restriction, condition, or covenant affecting any lot as provided for therein shall give the undersigned the right to enter upon such property where said violation exists and summer?! I abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass and the remedy provided for herein shall be cumulative of and in addition to all other remedies which the undersigned may have, and not in lieu thereof, and shall be affected by these restrictions and covenants.
- 18. Each kitchen in each dwelling or living quarters with kitchen facilities situated on any lot shall be equipped with a garbage disposal unit which shall at all times be kept in a serviceable condition.
- No truck, bus or trailer, shall be left parked in the street in front of any lot except as construction or repair equipment while a house or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer, shall be left parked in any driveway or other portion of the lot exposed to public view. No automobile repairing or overhauling shall be carried on, on any lot in such a manner as to detract from the appearance of the neighborhood nor shall innoerative cars or vehicles of any kind be kept or stored on any lot so as to be visible from the street or in any street or alleyway. Commercial vehicles or buses shall not be parked in any drive, street, or alleyway.
- No spiritous, venous, or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any lot, nor shall any lot be used for illegal or immoral purposes.
- 21. Ho radio or television aerials or antennas shall be erected or maintained on any lot forward of the front building line or encroaching upon another
- 22. No permanent clothes line which may be viewed from a street shall ever be installed or maintained on any lot.
- 23. Before the dwelling unit is completed, the lot owner shall construct a sidewalk four (4) feet in width parallel to the street curb, and shall extend to the projection of the lot boundary line five (5) feet into the street right-of-way and/or street curbs at corner lots.

THE STATE OF TEXAS)

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- 24. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of West Hemorial Subdivision, Section I, without the written approval of the Architectural Control Committee.
- 25. The Architectural Control Committee shall have the absolute right to modify or amend these restrictions as they pertain to building lines, easements, lot address and direction of face, in its discretion, but no such modification of restrictions shall be valid unless made in writing, in recordable form, and signed by a majority of the committee.
- ARCHITECTURAL CONTROL COMMITTEE: Membership of the Architectural Control Committee is composed of the following persons:

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ADDRESS

John R. Howard Frank H. Howard, Jr. Jesse C. Brown 918 Wild Yalley, Houston, Texas 1922 Stebbins, Houston, Texas 2824 Quenby, Houston, Texas

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Five (5) years after the date of this instrument, the then record owners of the majority of the lots affected hereby shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

to it any of its powers and duties.

Any party interested in building in West Memorial Subdivision, Section I. or any subsequent section, must present complete plans and soccifications of said proposed building to the Architectural Control Committee for approval. Said plans and soccifications must be submitted with a written request for approval thereof. If the Architectural Control Committee fails to respond in writing to the applicant within thirty (30) days, said plans and specifications shall be deemed as acceptable to the Architectural Control Committee and no suit or action to enjoin the construction as described in said plans and specifications, nor to destroy or remove said construction in accordance with said plans and specifications shall be authorized under these restrictions. Should the Architectural Control Committee, in a writing signed by a majority of said committee, disapprove of said construction application by said applicant, within thirty (30) days from the date of said applicant, within thirty (30) days from the date of said application, then all of the powers of law and equity, whether specifically described in this instrument or not, shall then be available to said Architectural Control Committee, or any other party with standing to enforce these restrictions, as described in paragraph Roman Rumeral III herein, if a building be constructed, or construction be commenced,

THE STATE OF TEXAS)

COUNTY OF HARRIS

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SHIRLEY A. NUGENT

Deputy

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upon any structure on any lot affected by these restrictions, without as application for approval or disapproval being summittee in writing to said Architectural Control Committee, the power granted said Architectural Control Committee hereunder, or any other party whichstanding to enforce these restrictions, in law or in equity, whether specifically described in these restrictions or not, may remove or cause to be removed, destroy, or cause to be destroyed, modify or cause to be modified, all as described more fully herein above, any defect or unqualified improvement. Expressly providing, however, that when said unqualified or defective construction or improvement is called to the attention of a majority of the members of said Architectural Control Committee, said committee or any other party with standing to enforce these restrictions, must do so within two (2) years from the date of said discovery, or such unqualified or defective construction or improvement shall be deemed to have been approved by said Architectural Control Committee and no further remedy for the correction thereof will lie.

CIVIC ASSOCIATION: Each residential lot covered hereunder shall be subject to the power and authority of the West Memorial Civic Association, a non-profit corporation chartered under the laws of the State of Texas and impowered herein and hereby to levy fees against the record owners of the residential lots covered hereunder for use by said West Nemorial Civic Association in its discretion in matters of common subdivision interest. Specifically included in such matters of interest shall be the operation and maintenance of street lights, esplanade yard maintenance, landscaping on public areas, trash pickup and garbage collection, fencing, and other items, though not specifically set fortune and server and s

EXECUTED on this the 12 day of April, 1971.

SKPTHES ASSECTATION FARH AND HUME ATTEST: Assistant IK Hiller Sharon L. Corporate Acknowledgement

THE STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. fisher, Vice-President of The Farm and Home Savings Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration thereis expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the Bt. day of Apr.17, 1971.

> W Foreman County, Texas

THE STATE OF TEXAS)
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Thereby certify that the above and foregoing is a full, true, and cophotographic copy of the original record now in my lawful custody possession, the control of the

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ANITA RODPHEAVER
COUNTY CLERK /
HARRIS COUNTY TEXA

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THE FAIRLANE CORPORATION

ATTEST:

Assistant Secretary

Corporate Acknowledgement

THE STATE OF TEXAS COUNTY OF HARRIS

BEFORE NE, the undersigned authority, on this day personally appeared John R. Howard, President, The Fairlane Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated. stated.

GIVEN UNDER MY HARD AND SEAL OF OFFICE THIS the ### day of April, 1971.

County, Texas

APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE

THE STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John R. Howard, and Frank H. Howard, Jr., and Jesse C. Brown, each known to me to be the person whose name is subscribed to the foregoing instrument in the space provided and identified for him, and acknowledged to me that they each executed the same for the purposes and considerations therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the day of April, 1971.

County, Texas

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THE STATE OF TEXAS)
COUNTY OF HARRIS)
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Deputy

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE HE, the undersigned authority, on this day personally appeared Stanley C. Hoffpauir and wife, Donna June Hoffpauir, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and seal of office this the 2 day of April;

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE HE, the undersigned authority, on this day personalsy appeared Lloyd L. Miller and wife, Sharon L. Miller, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and seal of office this the 2 day of April, 1971, A. D.

Latina So: Sairlane Carp. Suto 200 3200 Michy Dr. Suto 200 Houston; Sujan 17006

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THE STATE OF TEXAS)
COUNTY OF HARRIS)
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

SHIRLEY A. NUOÉNT

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STATE OF TEXAS I

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BEST!

AMENDMENT TO RESTRICTIVE COVENANTS WEST MEMORIAL SUBDIVISION

KNOW ALL !EN BY THESE PRESENTS:

THAT the undersigned parties, being all of the Owners of lots in Mest Memorial, Section I, a subdivision in Harris County, Texas, UC do hereby Amend and Modify the restrictions heretofore imposed upon West Memorial, Section I, recorded April 16, 1971 in Volume 8387, Page 379, of the Deed Records of Harris County, Texas, by the addition to those restrictions and amendments of the following provisions:

MAINTENANCE PUND

A. DEPINITIONS "Lot" shall mean and refer to the lots of land shown upon the recorded subdivision map of the properties excluding the unrestricted reserves which are to be developed for purposes consistent with the property restricted and no noxious or offensive trade or activity shall be carried on upon the tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

"Declarant" shall mean and refer to the Fairlane Corporation, a Texas corporation, chartered for the development of subdivisions and the building of homes, acting by and through its duly authorized officers, owners and developers of Mest Memorial Subdivision, Section I and all subsequent sections, joined pro forms by the Farm and Home Savings Association of Nevada, Missouri, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sollers, but excluding those having such interest merely as security for the performance of an obligation.

Restriction .

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CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

The above is a full true, and correct photographic copy of the original record now in my Jam'si costsky and possession, as the same in recorded in the Official Public Reports of Real Property in my office and Preserved as also return, and haring Micrafilm Identification Humber as stamped

OCT 31 1985
ANNA RODEHEAVER
GOUNTY CLERK
HARRY COUNTY, REVAS

SHIRLEY A. MIGENT

- B. ANNUAL MAINTENANCE CHARGE Each lot in West Memorial, Section I is hereby subjected to a maximum annual assessment not to exceed \$6.50 per month or \$78.00 per annum except as provided herein to create a "maintenance fund".
- C. PAYABLE The maintenance charge and assessment will be payable monthly as it accrues by the owner of each lot within West Memorial, Section I to West Memorial Civic Association, or its designated agent, on or before January 1, 1972 and on or before January 1 of each succeeding year to commence as to all lots on the 1st day of the month immediately following the conveyance of the first lot to an owner and thereafter during the period in which these restrictions are in force. The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by West Memorial Civic Association or its successor committee as the needs of the subdivision may in the judgment of that association or its successor committee require provided that such assessment will be uniform and in no event will such assessment or charge exceed \$6.50 per lot per month or \$78.00 per lot per year except as hereinsfter provided for increase of the maximum annual assessment. Annual assessments may be payable monthly and the first annual assessment may be adjusted according to the number of months remaining in the calendar year and the due dates established by the West Memorial Civic Association, or its successor committee. The applicable charge for each lot shall be prorated over the year, depending on the character of ownership and the status of occupancy by residents. The West Memorial Civic Association, or its successor committee, upon demand, and for a reasonable charge, will furnish a certificate setting forth whether the assessments on a specified lot have been paid.
- D. INCREASE OF MAXIMUM ANNUM. ASSESSMENT Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Seventy Eight Dollars (\$78.00) per lot.

CERTIFIED COPY CERTIFICATE COUNTY OF HARRIS

Deputy SHIRLEY A NUGFNIX

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than three per cent (31) above the maximum assessment for the previous year without a vote of the membership.

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above three per cent (3%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

E. UNIFORM RATE OF ASSESSMENT Assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis. The Declarant, developer, or builder shall pay fifty per cent (50%) of the homeowner's lot assessment on building sites ready for construction or improvements such payment to continue until the lot is sold to a homeowner such payment being for those lots not occupied by resident homeowners which are subject to the maintenance charge and owned by the Declarant, developer or a builder. There is no obligation by anyone for payments on undeveloped lots.

Only one assessment is due for each lot although the rate of assessment will vary. For instance, if a developed lot were owned by the developer on January 1, conveyed to a builder on April 1 and conveyed to a homeowner on July 1 with an annual assessment fixed at Seventy eight and no/100 (\$78.00) Dollars, the total annual assessment for the lot would be Fifty eight and 50/100 (\$58.50) Dollars determined as follows: January 1 through June 30 & \$19.50 and July 1 through December 31 & \$39.00. The developed lot being subjected to an assessment of fifty per cent (50%) of the homeowner's assessment on improved lots.

F. EFFECT OF NONPAYMENT OF ASSESSMENTS Any assessment not paid within thirty (30) days after the due date shall bear interest

CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

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from the due date at the rate of six per cent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

G. REPLACEMENT OF COMMITTEE When seventy-five per cent (75%) of the lots in West Hemorial, Section I and all succeeding sections are sold, the owners of the lots may create a committee or form a non-profit corporation which shall replace West Memorial Civic Association in the collection of this maintenance fund and performance of the duties and purposes for which the fund is established.

H. PURPOSE All funds collected by West Memorial Civic Association or its successor committee in accordance with these provisions shall be used for the purpose of maintaining the streets, public parks, drainage ditches and walks, constructing and maintaining swimming pools, recreation areas or any other facilities which are made or maintained for the benefit of the subdivision as a whole. The uses and benefits which may be provided by West Memorial Civic Association or its successor committee at its sole option depending upon the funds available and prevailing circumstances, may include but are not limited to, any and all of the following: Maintaining public parks, parkways, rights-of-way, easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish etc., payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance fund and assessment, caring for vacant lots, providing for payment and maintenance of street lights, grass cutting, and doing any other thing or things necessary or desirable to keep the property in the subdivision neat and in good

CENTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

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order and to do those things which in the opinion of the West
Memorial Civic Association or its successor committee are considered
of general benefit to the owners or occupants of the property. It
in understood that the judgment of West Memorial Civic Association
or its successor committee in the expenditure of these maintenance
funds shall be final and conclusive so long as such judgment is
exercised in good faith.

- I. LIEN An express lien is hereby granted to West Memorial Civic Association or its successor committee to secure payment of the maintenance charge but the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.
- J. ADDITIONAL PROPERTIES The proceeds of the maintenance fund may be used for the use and benefit of lot owners and residents in other and subsequent sections of Mest Memorial, provided, however, that each future section to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed by these restrictions, and further made subject to the jurisdiction of Mest Memorial Civic Association or its successor committee.

Annexation of additional sections revives the Class B membership and voting rights provided for in paragraph L.

K. RIGHT TO INSPECT BOOKS The owner of any residential lot shall have the right to inspect the books and records of West Memorial Civic Association or its successor consittee at any reasonable time.

CERTIFIED COPY CERTIFICATE STATE OF TEXAS

COUNTY OF HARRIS

The store is a full time, and certest photographic copy of the original record now in my femile country and postessione, as the same, is recorded in the Official Public, Records of Rest Property in my order and Postacre ph. Microfilm; and having Microfilm identification. Humber as stamped thereone I hereby certify and



OCT 31/1985 AVITA RODEHEAVER COUNTY CLERY HARRIS COUNTY TEXAS BY.....

L. PERBERSHIP AND VOTERS RECEITS IN ASSOCIATION - Every Connet of a lot which is subject to assessment shall be a member of West Menorial Civic Association, a nonprofit corporation, whose initial Board of Directors is comprised of John R. Howard, Jesse Brown and Frank H. Howard, Jr. and the street address of the initial registered office of the corporation is 3200 Kirby Drive, Houston, Texas and the name of its initial registered agent at such address is John R. Howard. In the event West Memorial Civic Association is replaced by a successor committee, the right to membership provided herein shall cease but every owner of a lot subject to assessment through the successor committee shall be entitled to a vote in connection with the administration of the fund by the committee. The association may accept members and operate for broad civic purposes in accordance with its charter and by-laws. The West Hemorial Civic Association will maintain a separate "maintenance fund" for the management and disbursement of funds provided for by these restrictions. The West Hemorial Civic Association has designated its initial Board of Directors listed herein as the original committee to administer the maintenance fund. The Mest Nemorial Civic Association will have two classes of membership being class A and class B. Class A. Class A nembers shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be

more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following wents, whichever occurs earlier;

exercised as they among themselves determine, but in no event shall

(a) Mhen the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

he above a a full true and correct pholographic copy of the original record own as my lambe cashedy and possystem, as the same a recorded in the Othical Public Records of Real Property in my other and Preserved on Microfilm, and Raving Microfilm Identification Kumber as stamped Process I havely cashly on



OCT 31 1985 ANITA RODEHEAVER COUNTY SERK HARRIS HOUNTY, TEXAS

SHIRLEY A. NUGENT DEPUTY

The annexation of subsequent sections of Mest Hemorial
Subdivision entitles the Class B members to votes in the association
for administration of the maintenance fund as to all sections of Mest
Memorial Subdivision so that the total votes outstanding in the Class
A membership shall not equal or exceed the total votes outstanding in
the Class B membership until the completion of development by Declarant
of the last section of the subdivision. Should the total votes outstanding in the Class A membership equal or exceed the total votes
outstanding in the Class B membership in any section, then the annexation of any subsequent section will revive the Class B membership and
voting rights of the Declarant.

M. FHA/VA APPROVAL As long as there is a Class B membership, amendment to these restrictive covenants and any dedication of common area will require the prior approval of the Federal Housing Administration or the Veterans Administration.

N. ENFORCEMENT These covenants may be enforceable by the individual homeowners and shall be binding upon each owner of any lot or lots affected by these restrictions and each owner of a lot so affected shall have the right to enforce these restrictions in law or in equity against the person or persons violating or attempting to violate any such restrictions.

O. SEVERABILITY Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Except as amended, modified and changed hereby, said restrictions are ratified and confirmed by the parties hereto.

. 7 -

MITNESS THE EXECUTION HEREOF this the 13th day of march, 1972.

FARY AND HOME SAVINGS ASSOCIATION /07 (A)

Licensh V Juhar

Gales Tiles

CENTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

The above is a full true, and correct photographic copy of the original rectifiance in my lawful custody and possession, as the same, a recorded in the Chical Public Rectifies in Real Property in my office and Findered on Microfilm, and having Microfilm telemetricalism Number as stamped on Microfilm, and having Microfilm telemetricalism Number as stamped

AVITA OUNTY
HARRIE

OCT 8 12 1985 ANITA HODEHEAVER COUNTY OLERK HARRIS COUNTY, TEXAS

SHIRLEY A. NUGENT

Corporate Acknowledgement THE STATE OF TEXAS I COUNTY OF HARRIS I BEFORE ME, the undersigned authority, on this day personally appeared Charles A. Fisher, Vice-President of the Farm and Home Savings Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of Claire H. Foreman Harris County, Texes 10 THE FAIRLANE CORPORATION ATTEST: Corporate Acknowledgement THE STATE OF TEXAS I COUNTY OF HARRIS I BEFORE ME, the undersigned authority, on this day personally appeared John R. Howard, President, The Fairlane Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of Harris County, T . X & 1 APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS The storm is a full true and correct photographic copy of the original record on my literal custody and posterson, as the same is recorded in the Official Puber. Records of Real Property in my office and Preserved on Microbian, and having Macrobian (Ganthiceton Number as stamped thereon I bushy certify an

OCT 31-1985 ANITA RODENEAVER COUNTY CLENK HARRIS COUNTY VEX

Joint Acknowledgement

THE STATE OF TEXAS I COUNTY OF HARRIS I

BEFORE IE, the undersigned authority, on this day personally appeared John R. Howard, and Frank II. Howard, Jr., and Jesse C. Brown, each known to re to be the person whose name is subscribed to the foregoing instrument in the space provided and identified for him, and acknowledged to me that they each executed the same for the purposes and considerations therein expressed and in the capacity stated.

mann, 1972, A.D..

Harris County, T e x a

JOINDER

The following parties as Owners and/or Purchasers under a contract for the purchase of lots: Viking Homes, Inc., a corporation domiciled in Houston, Harris County, Texas, B.M.H. Building Company, Inc. and/or International Homes, Inc., Texas corporations, G.H. Homes, Inc., a Texas corporation, Zodiac Homes, Inc. and/or Seaback Built Homes, Inc., Texas corporations; and the following parties as individual record owners: Stanley C. and Donna June Hoffpauir, Lloyd L. and Sharon L. Miller, Tommy Jos and Karan Conlan; and Colorado County Federal Sayings and Loan Association, as holders and owners of liens; in consideration of the added creation and implementation of the uniform plan for development of West Memorial Subdivision, join in the execution of these restrictions as evidence of their ratification and acceptance.

ATTEST:

VIKING HOMES, INC.

107

CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

OCT 3.1/ 1985 ANTA REDEHEAVER COUNTX CLERK)

THE STATE OF TEXAS I COUNTY OF HARRIS I

BEFORE 'E, the undersigned authority, on this day personally appeared R. D. Mhitworth, President, Viking Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instruction and acknowledged to me that he executed the same for the purposes, and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of

Harris County, To x a s

ATTEST:

B.W.H. BUILDING COMPANY, INC. and/or 20 INTERNATIONAL HOMES, INC.

President

Corporate Acknowledgement

THE STATE OF TEXAS I COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Ben W. Hibbler, President, B.N.H. Building Company, Inc. and International Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

march, 1972, A.D.,

Notary Public Harris County,

ATTEST:

MOHES,

- 10 -

CERTIFIED COPY CERTIFICATE STATE OF TEXAS

COUNTY OF HARRIS

OCT 31 1985 ANITA RODEHEAVER COUNTY CYBRIN

IARRI.

SHIRLEY A NUGENT

Corporate Acknowledgement THE STATE OF TEXAS I COUNTY OF HARRIS I appeared John Goodson, President, G.H. Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of market, 1972, A.D.. In and for Harris County, T o x a 20DIAC HOMES, INC. and/or SEABACK BUILT HOMES, INC. Corporate Acknowledgement THE STATE OF TEXAS I COUNTY OF HARRIS I BEFORE ME, the undersigned authority, on this day personally appeared Harry E. Seaback, President, Zodiac Homes, Inc., and Seaback Built Homes, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated. GIVEN UNDER IN HAND AND SEAL OF OFFICE this the 10th day of Joint Acke wledgement - 11 -

STATE OF TEXAS COUNTY OF HARRIS

The above of a field, true, and correct pholographic copy of the original moved now in my faithal custody and possession, as the same in recorded in the Original Public Records of Real Property in my effect and Preserved on Microfilm, and harmly liberation identification Humber as strapped



ANTAROYEHEAVER GOUNTY (LEBK HARRIS COUNTY/TEXAS

STATE OF TEXAS COUNTY OF HARRIS I BEFORE ME, the undersigned authority, on this day personally appeared Stanley C. Hoffpauir and wife, Donna June Hoffpauir, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. GIVEN UNDER IN HAND AND SEAL OF OFFICE this the god day of Joint Acknowledgement STATE OF TEXAS I COUNTY OF HARRIS I BEFORE ME, the undersigned authority, on this day personally appeared Lloyd L. Miller and wife, Sharon L. Miller, known to ne to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 277 day of 201 Karen Contan Joint Acknowledgement STATE OF TEXAS I COUNTY OF HARRIS I BEFORE 'Œ, the undersigned authority, on this day personally appeared Tommy Joe Conlan and wife, Karan Conlan, known to me to be - 12 -

CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

OCT 31)1985 ANITA RODE/RAVER COUNTY CXEMY HARRIS COUNTY YEXAS

the persons whose names are subscribed to the foregoing instrument and acknowledged to see that shey executed the same for the purposes and consideration therein expressed. GIVEN UNDER IN HAND AND SEAL OF OFFICE this the 377

Notary Public ?

COLORADO COUNTY FEDERAL SAVINGS AND YOUN ASSOCIATION

10

Corporate Acknowledgement

THE STATE OF TEXAS I COUNTY OF COLORADO I

BEFORE ME, the undersigned authority, on this day personally appeared Sam K. Seymour, Jr., President Presi

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of

JOINDER

Leif Christiansen and wife, Vicki Christiansen as owners of Lot Three (3) Block Nine (9) and Harold Wayne Loveday and wife, Janet A. Loveday, owners of Lot Nine (9) Block Nine (9) in consideration of the added creation and implementation of the uniform plan for development of West Memorial Subdivision, join in the execution of these restrictions as evidence of their ratification and acceptance.

- 13 -

CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

OCT 31/1985 ANNIA RODEHEAVER

(Deputy

Joint Acknowledgement STATE OF TEXAS I COUNTY OF HARRIS I BEFORE ME, the undersigned authority on this day personally appeared heif Christiansen and wife, Vicki Christiansen, known to me to he the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. GIVEN UNDER IN HAND AND SEAL OF OFFICE this 22- day 36" NOTARY PUBLIC IN AND FOR HARRIS COUNTY, T E X A S Harold Wayne Leveday Joint Acknowledgement STATE OF TEXAS I COUNTY OF HARRIS I BEFORE ME, the undersigned authority on this day personally appeared Harold Nayne Loveday and wife, Janot A. Loveday, known to me to be the persons whose nancs are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of maxet NOTARY PUBLIC IN AND FOR HARRIS COUNTY, T E X A S - 14 -CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF HARRIS

The above is a stall, but, and correct promptiphe copy of the emphal record near in any lawful custody and postession, as the same is recorded in the Official Public, Records of Intal Property on my other and Preserved on Microfish, and having "According Identification Number as stamped thereon. I bereby certify en



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> OCT 31/1985 ANIA RODAREAVER COUNTY CLERK HARRIS CHUNTY JEXAS

> > SHIRLEY A NUGENT

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EDWARD V. HERRINGTON
ATTORIET AT LAW
HOUSTON FIRST SAYING
WOUSTON, TEXAS TROOK PLEASE RETURN TO:



MAR 231972

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS
The shore is a list, time, and cerect photherspine copy of the empiral record
one in my lands crackly and possession, as the same is recorded in the
Official Public Records of Real Property in my since and Presented
on Microbian, and having increation Identification Number as stranged
thereon I hereby coulty on

OCT 31 1985
ANUTA RODEHEAVER
COUNTY OFERER
HARRIS COUNTY TEXAS

Deputy