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DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF MEMORIAL NORTHWEST  
SUBDIVISION, SECTIONS 10 AND 11

THE STATE OF TEXAS                    )  
  )    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                    )

THIS Declaration of Covenants, Conditions and Restrictions of Memorial Northwest Subdivision, Sections 10 and 11, made this the \_\_\_\_ day of \_\_\_\_\_, 1984, by all of the owners of all the lots in Memorial Northwest Subdivision, Sections 10 and 11, as approved and agreed to by all first lien mortgage holders, and in conjunction with the duly authorized officers of the Memorial Northwest Homeowners' Association, Inc.

W I T N E S S E T H:

WHEREAS, the undersigned are all of the owners and all of the first lien mortgage holders of all of the lots located and situated in each of the following subdivisions:

A) Memorial Northwest Subdivision, Section 10, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Map Records of Harris County, Texas.

B) Memorial Northwest Subdivision, Section 11, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Map Records of Harris County, Texas.

WHEREAS, due to a prior omission, the Declaration of Covenants, Conditions and Restrictions for Memorial Northwest Subdivision, Sections 10 and 11, were not filed of record prior to the sale of lots therein, this certain instrument shall subject the above described property to certain covenants, restrictions, easements, charges, assessments, obligations and liens and shall be filed and recorded in the real property records of Harris County, Texas.

WHEREAS, said Restrictions are created and shall be filed of record for the benefit of all members of the Memorial Northwest Homeowners' Association, Inc., (hereinafter referred to as "the Association"); and

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WHEREAS, because each the these subdivisions is part of a common scheme of development covering all subdivisions within Memorial Northwest (being Sections 1-14) and each has been, is and desires to remain under the operational control of Memorial Northwest Homeowner's Association, Inc., uniformity in the operative documents is an absolute necessity which is beneficial to all parties involved herein;

NOW, THEREFORE, the undersigned agree to adopt, ratify and approve the "Restrictions" of Memorial Northwest Subdivision, Sections 10 and 11, which read as follows:

RESTRICTIONS

1. BUILDING SITES. No building site in said tract shall have a frontage less than 52 feet; all corner tracts shall be deemed to front upon the road or street of their smallest dimension. As used in this document the word "lot" shall mean building site created out of the 29.4018 acre tract.

2. LAND - USE AND BUILDING TYPE: No lot shall be used for any purpose except for single family residential purposes. The term "residential purposes," as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and commercial and professional uses, whether for homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than four cars and permitted accessory structures. James L. Goettee or assigns reserves the right to modify the restrictions regarding land use and building type where it deems such modification will result in a more commonly beneficial use. Such modification will be granted in writing and when given will become a part of these restrictions.

3. ARCHITECTURAL CONTROL: No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee appointed by the Board of Directors of Memorial Northwest Homeowners' Association, Inc., or its assigns as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Each building shall have either a shingle, tile or built up or timber line roof. The construction of any other type of roof, including composition roof, shall not be permitted except with express written consent of the Architectural Control Committee (The Committee) or its assigns.

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The Committee or its assigns may designate a representative to act for it. The herein granted powers and duties shall run with the land and shall be in full force and effect so long as these Restrictions are in effect. The approval or disapproval as required herein, shall be in writing. If he, or his designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval of plans will not be required and the covenants related to plans shall be deemed to have been fully satisfied. He, at his sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in his judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

4. DWELLING SIZE AND CONSTRUCTION: The livable area of each main residential structure, exclusive of open or screen porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 2,500 square feet.

5. BUILDING LOCATION: 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 setback lines shown on the recorded plat. 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 5 feet to any side street lot line, unless otherwise noted on the recorded plat, nor nearer than 5 feet to the rear lot line, nor nearer than 3 feet to any side lot line except that a detached garage shall be no nearer than 2 feet to any side lot line. No fence, wall, hedge, pergola or other detached structures shall be erected, grown or maintained on any part of the lot forward of the front or side building line of any corner lot on the side facing street.

6. LOT WIDTH: Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no

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dwelling shall be erected or placed upon any building site having a width of less than fifty-two (52) feet at the front building setback line shown on the recorded plat of said subdivision.

7. NUISANCES: No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants), barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Temporary or portable building or trailers for office purposes may be used during construction when approved by James L. Goettee or assigns.

9. VEHICLE PARKING IN DRIVEWAYS AND STREETS: No boat(s) of any type, trailer(s) of any type, camper(s) and/or mobile home(s) of any character and no truck(s) and/or commercial vehicle(s) having a rated load capacity in excess of one ton may be permanently parked or stored on any lot, driveway or street except in a closed garage or in such a manner that it is not visible from any street. Any such vehicle so parked or stored for a period of time in excess of sixty (60) cumulative hours during any seventy-two (72) hour period shall be deemed to have been parked or stored in a permanent manner.

No truck, trailer or commercial vehicle having a rated load capacity in excess of one ton may be parked overnight on any lot, driveway or street nor at any time other than as may be reasonably required incident to construction work on or delivery or pickup of goods, wares and/or merchandise to or from or household and premises installations and repairs upon any lot.

No motor vehicle may be parked on any street unless the motor of said vehicle is running.

Motor vehicles which are inoperative, inoperative herein defined to mean not in running order, may not be parked or stored on any lot, driveway

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or street except in a closed garage.

10. SIGNS: No signs of any kind shall be displayed to the public view on any lot except 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 sales period. The Architectural Control Committee reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any lot for the purpose of removing any sign being maintained thereon which has not been approved and shall not be liable to any person or persons for any damages of whatsoever nature in doing so.

11. FENCES: No cyclone or cyclone type (being a fence composed of wire and metal) fence may be erected on any lot and all fences located along the outer perimeter of any lot must be six (6) feet high and constructed of cedar wood.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted 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.

13. OBSTRUCTIONS: No object or thing which obstructs site lines and elevations between 2 feet and 6 feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points 25 feet from the intersection of the street lines or extensions thereof shall be placed, planted or permitted to remain on corner lots.

14. GOOD HUSBANDRY: All improvements on each lot shall be kept and maintained by the owner or owners thereof in good repair and condition in accordance with good husbandry and with a neat and attractive aesthetic appearance. No improvements on any lot will be permitted to exist in a rundown condition or with an unkept unattractive unaesthetic appearance, i.e. no peeling paint, warping doors, delapidated fences and such like will be permitted on any lot. In the event all improvements on each lot are not so kept and maintained in good repair and condition and with a neat and attractive aesthetic appearance Memorial Northwest Maintenance Fund, Inc., shall notify the lot owner in writing of his default and inform the lot owner that unless the improvements are repaired and reconditioned and made

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neat and attractive within seven (7) days, that Memorial Northwest Maintenance Fund, Inc., will cause the same to be done and the lot owner shall be liable for the reasonable costs of having the same done. To secure the payment of said costs, there is a reserved Vendor's Lien on each lot for the benefit of Memorial Northwest Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

15. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

16. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage and 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. However, normal construction wastes may be accumulated on a lot during construction, provided such accumulation does not become unreasonable in the opinion of James L. Goettee or assigns.

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17. LAND NEAR PARKS AND WATER COURSES: No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

18. SEWAGE DISPOSAL AND WATER SUPPLY: No water well, cesspool or other individual sewage systems shall be constructed or used on any lot, but each lot must use the water and sewer services provided by Gulf Coast Waste Disposal Authority or through Harris County Water Control and Improvement District No. 114, or their successors.

19. CUTTING WEEDS AND DRAINAGE: Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage. In the event grass, vegetation and weeds are not cut so that the lot is not maintained in a neat and attractive appearance Memorial Northwest Maintenance Fund, Inc., shall notify the lot owner in writing of his default and inform the lot owner that unless the grass, vegetation and weeds are cut so that the lot is neat and attractive within seven (7) days, that Memorial Northwest Maintenance Fund, Inc., will cause the grass, vegetation and weeds to be so cut and the lot owner shall be liable for the reasonable costs of having the grass, vegetation and weeds cut. To secure the payment of said costs of having the lot so cut, there is a reserved Vendor's lien on each lot for the benefit of Memorial Northwest Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and

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further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

20. TERMS: These covenants and restrictions are to run with the land and shall be binding on all owners of lots in said 29.4018 acres and all persons claiming under them until January 1, 2000, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of such lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

21. MAINTENANCE FUND: Each lot shall be subject to an annual maintenance charge of not less than \$84 per year per residence for the purpose of creating a maintenance fund, and which maintenance fund charge shall be paid by the owner or owners of each lot in conjunction with like charges to be paid by all other lot owners. This maintenance charge will be paid by the owner or owners of each lot within said Memorial Northwest Subdivision, Sections 10 and 11 to Memorial Northwest Homeowner's Association, Inc., in advance, annual installments to be determined by Memorial Northwest Homeowner's Association, Inc., and the date of payment thereof commencing on January 1st of the year immediately following the year in which said lot, with residence constructed thereon, was sold by the builder of said residence.

The amount to be paid on the first annual payment date shall be the prorata portion of the year of sale in which the payor-owner or owners owned the respective lot with residence thereon, plus the advance payment



for the year subsequent to the year of such sale. In the event that an owner or owners of a respective lot, other than a builder, owns a lot and does not construct a residence thereon, such nonbuilding owner shall commence paying the maintenance charge and assessment hereof in the manner herein prescribed when requested to do so by Memorial Northwest Homeowner's Association, Inc. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Memorial Northwest Homeowner's Association, Inc., as the needs of the subdivision may in the judgment of Memorial Northwest Homeowner's Association, Inc., but not less than \$84 per residence per year.

The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Memorial Northwest Maintenance Fund, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Memorial Northwest Homeowner's Association, Inc. in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.

The maintenance charge shall remain effective until January 1, 2000, and shall automatically be extended thereafter for successive periods of five years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either January 1, 2000, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 2000, or at any time prior to the expiration of any successive five (5) year period thereafter.

To secure the payment of the Maintenance Fund established hereby and to be levied on individual residential lots as above prescribed, there is hereby reserved a Vendor's lien on each such lot for the benefit of Memorial Northwest Homeowner's Association, Inc., said liens to be enforceable

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through appropriate proceedings at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot on which there is an outstanding, valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

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22. RIGHTS OF MORTGAGEES: Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

23. ENFORCEMENT: The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner or owners of a lot or lots in said Memorial Northwest Subdivision, Sections 10 and 11, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

24. SEVERABILITY: The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

If any provision of this Declaration is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect.

This document has been prepared in multiple original counterparts in order to facilitate its execution by the existing Lot Owners and all First Lien Mortgage holders whose names appear below. Each such counterpart shall be legally valid and of full force and effect notwithstanding the fact that it does not contain the signatures of all such Lot Owners or their respective spouses and shall be binding upon all signatories thereto.

The aforesaid Restrictions are ratified and confirmed and shall have the same force and effect as if filed of Record prior to the sale of homes within said Sections and shall become effective upon being filed in the Real Property Records of Harris County, Texas.

IN WITNESS WHEREOF, the said Lot Owners, first lien mortgage holders and the said officers of the Memorial Northwest Homeowners Association, Inc. have executed this instrument in Harris County, Texas on the date of acknowledgement of their signatures.

086-94-1361

We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

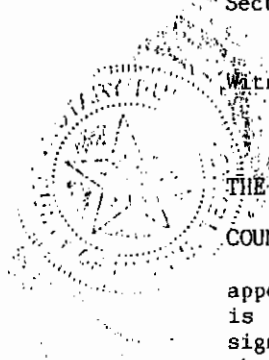
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7402

PROPERTY DESCRIPTION	NAME	DATE
11 68 30 Section, Lot, Block	Don Michael Batey DON MICHAEL BATEY	6/2/84
11 68 30 Section, Lot, Block	Robin Batey ROBIN BATEY	6/2/84
11 12 38 Section, Lot, Block	Michael L. FRANEZYK	6/2/84
11 12 38 Section, Lot, Block	Joseph E. FRANEZYK	6/2/84
10 11 17 Section, Lot, Block	Clark Snyder CLARK SNYDER	6/2/84
10 11 17 Section, Lot, Block	Julie M. Snyder Julie M. Snyder	6/2/84
10 9 17 Section, Lot, Block	John A. Castillo JOHN A. CASTILLO	6/2/84
10 9 17 Section, Lot, Block	Gloria Castillo Gloria Castillo	6/2/84
10 8 17 Section, Lot, Block	Charles Meth CHARLES METH	6/2/84
10 8 17 Section, Lot, Block	Marie Meth MARIE METH	6/2/84
10 5 17 Section, Lot, Block	Edward Brill EDWARD D. BRILL	6-2-84
10 5 17 Section, Lot, Block	Diane S Brill Diane S Brill	6-2-84
10 4 17 Section, Lot, Block	Roy Ashworth ROY ASHWORTH	6-2-84
10 4 17 Section, Lot, Block	Annie Ashworth ANNIE ASHWORTH	6-2-84

086-94-1362

Witness to all signatures:

Eleanor Naremore  
Mrs. Eleanor Naremore  
Date: 6/25/84



THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on  
6/25/84, 1984.  
Lucille G. Cross  
Notary Public, State of Texas  
LUCILLE G. CROSS

We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

PROPERTY DESCRIPTION	NAME	DATE
10 12 17 Section, Lot, Block	<i>Daniel F. Sarik</i> DANIEL F. SARIK	6/2/84
10 12 17 Section, Lot, Block	<i>Terry P. Sarik</i> TERRY P. SARIK	6/2/84
11 67 30 Section, Lot, Block	<i>Vernon L. Elmore</i> Vernon L. Elmore	6/2/84
11 67 30 Section, Lot, Block	<i>Linda Elmore</i> Linda Elmore	6/2/84
10 14 17 Section, Lot, Block	<i>Charles F. Lyon</i> CHARLES F. LYON	6/2/84
10 14 17 Section, Lot, Block	<i>Carolyn S. Lyon</i> CAROLYN S. LYON	6/2/84
10 13 17 Section, Lot, Block	<i>C. Wilton Townsend</i> C. Wilton Townsend	6/2/84
10 13 17 Section, Lot, Block	<i>Linda Townsend</i> LINDA TOWNSEND	6/2/84
11 38 25 Section, Lot, Block	<i>Richard F. Giroux</i> RICHARD F. GIRoux	6/2/84
11 38 25 Section, Lot, Block	<i>Suzanne H. Giroux</i> SUZANNE H. GIRoux	6/2/84
11 41 25 Section, Lot, Block	<i>Madalene Ramirez, Jr.</i> MADALENE RAMIREZ, JR.	6/2/84
11 41 25 Section, Lot, Block	<i>Trinon S.A. Ramirez</i> TRINON S.A. RAMIREZ	6-2-84
11 37 25 Section, Lot, Block	<i>David Wright</i> DAVID WRIGHT	6-3-84
11 37 25 Section, Lot, Block	<i>Linda A. Wright</i> LINDA A. WRIGHT	6-8-84

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Witness to all signatures:

*Eleanor Naremore*  
Mrs. Eleanor Naremore  
Date: 6/25/84



THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 25, 1984.

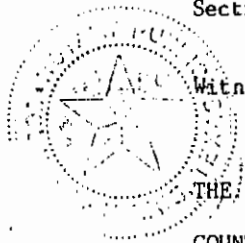
*Lucille G. Cross*  
Notary Public, State of Texas  
LUCILLE G. CROSS

We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

PROPERTY DESCRIPTION	NAME	DATE
11 69 30 Section, Lot, Block	<i>Alan Hunter</i> ALAN HUNTER	6-3-84
11 69 30 Section, Lot, Block	<i>Alice Hunter</i> ALICE HUNTER	6-3-84
11 7 38 Section, Lot, Block	<i>Daniel V. Hunter</i> DANIEL V. HUNTER	6-3-84
11 7 38 Section, Lot, Block	<i>Dimmie Hunter</i> DIMMIE HUNTER	6/3/84
11 6 38 Section, Lot, Block	<i>Thomas J. Roberts</i> THOMAS J. ROBERTS	6/3/84
11 6 38 Section, Lot, Block	<i>Joyce M. Roberts</i> JOYCE M. ROBERTS	6/3/84
11 5 38 Section, Lot, Block	<i>Stephen R. Feldman</i> STEPHEN R. FELDMAN	6/3/84
11 5 38 Section, Lot, Block	<i>Allison T. Feldman</i> ALLISON T. FELDMAN	6/3/84
11 4 38 Section, Lot, Block	<i>Peter A. Scarlato</i> PETER A. SCARLATO	6/3/84
11 4 38 Section, Lot, Block	<i>Erica Scarlato</i> ERICA SCARLATO	6/3/84
11 40 25 Section, Lot, Block	<i>Roger N. Kust</i> ROGER N. KUST	6/3/84
11 40 25 Section, Lot, Block	<i>Claudette A. Kust</i> CLAUDETTE A. KUST	6/3/84
11 3 38 Section, Lot, Block	<i>Michael Means</i> MICHAEL MEANS	6/3/84
11 3 38 Section, Lot, Block	<i>Colores Means</i> COLORES MEANS	6/3/84

1400

086-94-1364



Witness to all signatures:

*Eleanor Naremore*  
Mrs. Eleanor Naremore  
Date: 6/25/84

THE STATE OF TEXAS )

COUNTY OF HARRIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 25, 1984.

*Lucille G. Cross*  
Notary Public, State of Texas  
LUCILLE G. CROSS

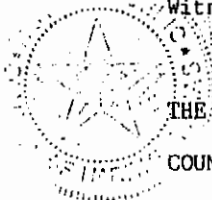
RECORDER'S MEMORANDUM  
This instrument was damaged at the time received for filing

We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

1/40

PROPERTY DESCRIPTION	NAME	DATE
11 42 25 Section, Lot, Block	<u>Patricia K. Shelton</u> PATRICIA K. SHELTON	6/6/84
11 42 25 Section, Lot, Block	<u>Jenny J. Shelton</u> JENNY J. SHELTON	6/6/84
10 3 17 Section, Lot, Block	<u>Linda G. Smith</u> LINDA G. SMITH	6/6/84
11 6 39 Section, Lot, Block	<u>William R. Redmond</u> WILLIAM R. REDMOND	6-6-84
11 6 39 Section, Lot, Block	<u>Barbara M. Redmond</u> BARBARA M. REDMOND	6-6-84
11 7 39 Section, Lot, Block	<u>James C. Kromer</u> JAMES C. KROMER	6/6/84
11 7 39 Section, Lot, Block	<u>Vivian Kromer</u> VIVIAN KROMER	6/6/84
11 10 38 Section, Lot, Block	<u>Ennis E. Craftin</u> ENNIS E. CRAFTIN	6/8/84
11 10 38 Section, Lot, Block	<u>Ennis E. Craftin</u> ENNIS E. CRAFTIN	6/8/84
11 2 39 Section, Lot, Block	<u>Nick A. Gaines</u> NICK A. GAINES	6/8/84
11 2 39 Section, Lot, Block	<u>Lana Gaines</u> LANA GAINES	6/8/84
11 13 38 Section, Lot, Block	<u>George K. Sherwood</u> GEORGE K. SHERWOOD	6/8/84
11 13 38 Section, Lot, Block	<u>Thelma E. Sherwood</u> THELMA E. SHERWOOD	6/8/84
11 1 38 Section, Lot, Block	<u>Mona Hesselton</u> MONA HESSELTON	6/8/84

086-94-1365



Witness to all signatures:

Eleanor Naremore  
Mrs. Eleanor Naremore  
Date: 6/25/84

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 25, 1984.

Lucille G. Cross  
Notary Public, State of Texas  
LUCILLE G. CROSS

We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

1402

PROPERTY DESCRIPTION	NAME	DATE
11 1 38 Section, Lot, Block	<i>Elliot Hesselson</i> ELLIOT HESSELSON	6-8-84
11 4 39 Section, Lot, Block	<i>Sharon Labian</i> Sharon Labian	6-8-84
11 4 39 Section, Lot, Block	<i>Eric Fabian</i> ERIC LABIAN	6-8-84
11 2 37 Section, Lot, Block	<i>Charles B. Jenson</i> Charles B. Jenson	6-10-84
11 1 39 Section, Lot, Block	<i>Wm C. Birn</i> Cathy S. Birn	6-8-84
11 1 39 Section, Lot, Block	<i>Norman E. Birn</i> NORMAN E. BIRN	6-8-84
11 2 37 Section, Lot, Block	<i>Sharon Jenson</i> Sharon Jenson	6-10-84
11 4 37 Section, Lot, Block	<i>C. Arthur Fabian</i> C. ARTHUR FABIAN	6-10-84
11 4 37 Section, Lot, Block	<i>Kathleen Fabian</i> KATHLEEN FABIAN	6-10-84
11 5 37 Section, Lot, Block	<i>M.F. Ruby Tambrella</i> M.F. RUBY TAMBRELLA	6-10-84
11 5 37 Section, Lot, Block	<i>Mrs. M.F. Tambrella</i> Ruby Tambrella	6-10-84
11 47 25 Section, Lot, Block	<i>Rose Ora Nelle</i> ROSE ORA NELLE	6/10/84
11 47 25 Section, Lot, Block	<i>G.A. Nelle</i> G.A. NELLE	6/10/84
11 46 25 Section, Lot, Block	<i>Darlene Watkins</i> Darlene Watkins	6/10/84

086-94-1306



Witness to all signatures:

*Eleanor Naremore*  
Mrs. Eleanor Naremore  
Date: 6/25/84

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 25, 1984.

*Lucille G. Cross*  
Notary Public, State of Texas  
LUCILLE G. CROSS



We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

14

PROPERTY DESCRIPTION	NAME	DATE
11 46 25 Section, Lot, Block	<i>[Signature]</i> DONALD E. WATKINS	6-10-84
11 39 25 Section, Lot, Block	<i>[Signature]</i> GARY P. HUGOCLER	6-10-84
11 39 25 Section, Lot, Block	<i>[Signature]</i> JEANNE T. MCGUIRE	6-10-84
11 1 37 Section, Lot, Block	<i>[Signature]</i> JAMES GOETTEE	6-10-84
11 3 37 Section, Lot, Block	<i>[Signature]</i> Terry Bredeson	6-6-84
11 3 37 Section, Lot, Block	<i>[Signature]</i> Rose Marie Bredeson	6-10-84
11 45 25 Section, Lot, Block	<i>[Signature]</i> GARY SCHNEIDER	6-10-84
11 45 25 Section, Lot, Block	<i>[Signature]</i> CHEYERL C. SCHNEIDER	6-10-84
11 2 38 Section, Lot, Block	<i>[Signature]</i> STEPHEN BLAND	6-10-84
11 2 38 Section, Lot, Block	<i>[Signature]</i> Beverly A. Bland	6-10-84
11 44 25 Section, Lot, Block	<i>[Signature]</i> GARY R. LADER	6-10-84
11 44 25 Section, Lot, Block	<i>[Signature]</i> JUNE H. LADER	6-10-84
11 43 25 Section, Lot, Block	<i>[Signature]</i> ANNELISE CHANTROS	6/10/84
11 43 25 Section, Lot, Block	<i>[Signature]</i> ROBERT F. CHANTROS	6/10/84

086-94-1367



Witness to all signatures:

*[Signature]*  
Mrs. Eleanor Naremore  
Date: 6/25/84

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 25, 1984.

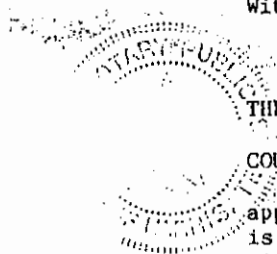
*[Signature]*  
Notary Public, State of Texas  
LUCILLE G. CROSS

We hereby agree to the within Declaration of Covenants, Conditions and Restrictions and hereby agree that the residence to which we hold record title, as described below, shall be and hereby is subject to such Declaration:

PROPERTY DESCRIPTION	NAME	DATE
10 6 17 Section, Lot, Block	Mary Ann C. Taylor Mary Ann C. Taylor	June 17, 1984
10 6 17 Section, Lot, Block	Wallace L. Taylor WALLACE L. TAYLOR	June 17, 1984
10 7 17 Section, Lot, Block	Charles N. Pardue CHARLES H. PARDUE	6/22/84
10 7 17 Section, Lot, Block	Kathy N. Pardue Kathy N. Pardue	6/22/84
10 10 17 Section, Lot, Block	W. F. Bundy W. F. Bundy	as of 6-22-84
10 10 17 Section, Lot, Block	W. F. Bundy W. F. Bundy	as of 6-22-84
11 5 39 Section, Lot, Block	Dennis N. Noid Dennis N. Noid	6-23-84
11 5 39 Section, Lot, Block	Marilyn Noid Marilyn Noid	6-23-84
11 3 39 Section, Lot, Block	Russell B. Smith Russell B. Smith	6-23-84
11 3 39 Section, Lot, Block	Deborah L. Smith Deborah L. Smith	6-23-84
11 11 38 Section, Lot, Block	T. Michael Powell T. MICHAEL POWELL	6/24/84
11 11 38 Section, Lot, Block	Marian Powell Marian Powell	6-24-84
11 9 38 Section, Lot, Block	Ronald Tuttle Ronald Tuttle	6/25/84
11 9 38 Section, Lot, Block	Kay Willis-Tuttle Kay Willis-Tuttle	6/25/84

Witness to all signatures:

Eleanor Naremore  
Mrs. Eleanor Naremore  
Date: 6/25/84



THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Eleanor Naremore, known to me to be the person whose name is subscribed to the foregoing instrument as a witness to all signatures contained therein and, under oath, acknowledged to me that she witnessed the signature of each person who executed the foregoing and that each of them verbally attested that they signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on June 25, 1984.

Lucille G. Cross  
Notary Public, State of Texas  
LUCILLE G. CROSS

086-94-1368

APPROVAL AND ACCEPTANCE

Pursuant to an authorizing resolution, duly and unanimously adopted by the Board of Directors of the Memorial Northwest Homeowner's Association, Inc., a Texas non-profit corporation, organized and existing under the laws of the State of Texas, the foregoing Declaration of Covenants, Conditions and Restrictions of Memorial Northwest Subdivision, Sections 10 and 11, are hereby approved and accepted as binding upon the Memorial Northwest Homeowner's Association, Inc., its successors and assigns.

IN WITNESS WHEREOF, the undersigned Directors do hereby join in the execution of the foregoing instrument on behalf of the Memorial Northwest Homeowner's Association, Inc., to evidence the Board of Directors' opinion that this instrument is in the best interest of the residents of Memorial Northwest Subdivision, Sections 10 and 11.

086-94-1389

DATED: June 25, 1984

Edward G. Schott, Jr  
Edward Schott

Gerald Abell  
Gerald Abell

Linda D'Antonio  
Linda D'Antonio

Eleanor Naremore  
Eleanor Naremore

Carolyn Plants  
Carolyn Plants

Bill Werner  
Bill Werner

RETURN TO:  
E. G. SCHOTT  
17211 VINTAGE WOOD LANE  
SPRING, TEXAS 77379

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 28 1984



Quita Roddenauer  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED

JUN 28 11 49 AM '84

Quita Roddenauer  
COUNTY CLERK  
HARRIS COUNTY, TEXAS