

# Deed Restrictions

## Memorial Northwest Homeowner's Assoc.

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

That M. N. W. Properties, Inc., a Texas corporation, owning all of that certain 71.2739 acres of land out of the Nathan Penney Survey, Abstract No. 261 in Harris County, Texas, which has been heretofore placed and subdivided into that certain subdivision known as MEMORIAL NORTHWEST, SECTION THREE, according to the plat of said subdivision known and recorded in Volume 193, Page 17, of the Map Records of Harris County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said MEMORIAL NORTHWEST, SECTION THREE, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all of the lots in MEMORIAL NORTHWEST, SECTION THREE, have and except Reserves lettered "a" and "g" on the recorded plat, and each contract or deed which may be hereafter executed with regard to any of the lots in said MEMORIAL NORTHWEST, SECTION THREE, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed.

### RESTRICTIONS

1. 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, 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 three cars and permitted accessory structure. The Architectural Control Committee reserves the right to modify the restrictions regarding land use and building type where it deems such modifications will be granted in writing and when given will become a part of these restrictions.

2. 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 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 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 Architectural Control Committee is composed of three members whose names and addresses are James L. Goettee, Anna C. Goettee, and Harris B. Lieberman, 7803 Thelawood, Spring, 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate ten (10) years after the date of this instrument, and the approval required by this paragraph shall not be required unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated re-

representatives, fail to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, 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.

3. 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 2,600 square feet.

4. 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 10 feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than 5 feet to the rear lot line, nor nearer than 5 feet to any side lot line except that a detached garage shall be no nearer than 3 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 said facing street.

5. LOT AREA AND WIDTH: Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than sixty-six hundred (6,600) square feet in area or having width of less than forty (40) feet at the front building set back line shown on the recorded plat of said subdivision.

6. 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 neighbor.

7. 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 the Architectural Control Committee.

8. 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 may be permanently parked or stored on any lot 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 motor vehicle may be parked on any street unless the motor of said vehicle is running, except that during the construction and sales period vehicles may be parked on the street when necessary, subject to the control and approval of the Architectural Control Committee.

Motor vehicles which are inoperative, inoperative herein defined to mean not in running order, may not be parked or stored on any lot, driveway or street except in a closed garage.

9. 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 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.

10. FENCES: Unless approved by the Architectural Control Committee,

two 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.

11. 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.

12. 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 purposes.

13. GARBAGE 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 the Architectural Control Committee.

14. 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 course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

15. 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 San Jacinto River Authority or through Harris County Water Control and Improvement District No. 114.

16. MUTTING 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 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.

17. TERMS: These covenants and restrictions are to run with the land and shall be binding on all owners of lots in MEMORIAL NORTHWEST,



SECTION THREE, and all persons claiming under them until January 1, 1995, 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 the lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

13. MAINTENANCE FUND: Each lot shall be subject to an annual maintenance charge of not more than seven mills per square foot of lot area but not less than \$24.00 per year per residence for the purpose of creating a fund to be known as the Memorial Northwest 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 MEMORIAL NORTHWEST, SECTION THREE, to Memorial Northwest Maintenance Fund, Inc., in advance annual installments to be determined by Memorial Northwest Maintenance Fund, Inc., 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 pro rata portion of the year of sale in which the payee-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 Maintenance Fund, 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 Maintenance Fund, Inc., as the needs of the subdivision may in the judgment of Memorial Northwest Maintenance Fund, Inc., require, but in no event shall such maintenance fund exceed seven mills per square foot per year nor be less than \$24.00 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 Maintenance Fund, Inc., in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.

This maintenance charge shall remain effective until January 1, 1990, 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, 1960, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreement 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, 1980, 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 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 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 balance

and 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.

19. 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.

20. 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 MEMORIAL NORTHWEST, SECTION THREE, 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.

21. IMPROVEMENT ASSOCIATION: In the event that Memorial Northwest Maintenance Fund, Inc., creates or causes to be created an Improvement Association, it is expressly agreed and understood that said Association be governed and administered under the By-Laws of such Association and that all of the duties, rights and privileges contained in this instrument as to the Memorial Northwest Maintenance Fund, Inc., shall accrue also to the benefit of said Improvement Association to the extent Memorial Northwest Maintenance Fund, Inc., desires.

22. 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.

23. RESTRICTIONS APPLICABLE TO ANY FUTURE REPLAT OF MEMORIAL NORTHWEST, SECTION THREE: The covenants, conditions and stipulations hereunder

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shall be applicable to any future partial replat(s) of MEMORIAL NORTHWEST, SECTION THREE, to the same extent as if this instrument had been executed subsequent to the recordation of said partial replat(s).

24. SATISFACTION OF LIENHOLDERS: CENTER SAVINGS ASSOCIATION being the sole lienholder, joins in the execution of this instrument to evidence its ratification, confirmation and adoption of each and every restrictive covenant hereof.

EXECUTED this 14<sup>th</sup> day of January, 1972.

OWNER

M. N. W. Properties, Inc.

President

LIENHOLDER

Center Savings Association

RECORDED & RETURNED:  
The office on the instrument was  
checked and the instrument was found  
and recorded.

THE STATE OF TEXAS )

COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared William J. Sullivan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of M. N. W. Properties, Inc., of Harris County, Texas, and as the President thereof and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15<sup>th</sup> day of January, A. D. 1972.

NOTARY PUBLIC in and for  
Harris County, Texas

THE STATE OF TEXAS )

COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared William J. Sullivan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged