

M361032

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MEMORIAL NORTHWEST SECTION 24
A SUBDIVISION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

10/13/89 00313838 M361032 \$ 33.00

This Declaration is made by Roberta T. Klein, hereinafter called "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that certain property known as Memorial Northwest Section 24, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 344, Page 103, of the Map Records of Harris County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against all of Memorial Northwest Section 24, in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon all of Memorial Northwest Section 24 and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, their heirs, successors and assigns.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Memorial Northwest Homeowner's Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to all of Memorial Northwest Section 24.

Section 3. "The Subdivision" shall mean and refer to the properties as defined above and any properties which are within, and any additional properties which may hereafter be brought within the scheme of Covenants and Restrictions imposed by this Declaration, by other Declarations and by Supplemental Declarations imposing Covenants and Restrictions administered by the Association pursuant to the provisions set forth herein and which are within or are hereafter brought within the jurisdiction of the Association.

Section 4. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the Subdivision Plat. References herein to "the lots (each lot) in the subdivision" shall mean and refer to lots as defined respectively in this Declaration and all Supplemental Declarations.

the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Memorial Northwest Section 24. No buildings shall be erected, altered, placed or permitted to remain on any lot other than (a) one detached single-family dwelling not to exceed three (3) stories in height, together with a private garage for not less than two (2) nor more than six (6) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises, and (b) a toolshed or workshed attached or unattached to the residence building, provided, however, nothing herein shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. Only new construction shall be placed and erected on any lot.

All exterior construction of the residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any lot and all interior construction (including but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which foundation forms are set.

Section 2. Dwelling Size and Construction. No main one story residential structure shall be placed on any lot unless its living areas has a minimum of four thousand (4000) square feet of floor area, exclusive of porches and garages. The total living area, exclusive of porches and garages of the one and one-half (1-1/2), two (2) or three (3) story residences shall not be less than four thousand (4000) square feet and the ground floor areas of such one and one-half (1-1/2), two (2) and three (3) story residences, including porches, shall not be less than two thousand (2000) square feet. All residential structures shall be constructed on a concrete slab; the exterior walls of all residential structures shall be erected with at least a fifty-one percent (51%) brick or masonry veneer and all exterior first floor walls facing a street shall be erected with a complete brick or masonry veneer, except that the Architectural Control Committee has the authority to approve residential construction utilizing other building materials, and to down size the minimum square footage to a new minimum of not less than 3200 square feet, with 1600 square footage on first floor. All roofs or any permitted structures of whatever type shall be constructed of dimensional composition or substitute as approved.

Section 3. Temporary Structures. No structure of any temporary character, trailer, basement, tent, detached living quarters of any kind (except for living quarters contained thereon for bona fide servants), barn, treehouse, playhouse, or other outbuilding shall be used on any lot at any time unless such outbuilding is in the rear yard, is less than six (6) feet tall exclusive of the roof, and unless the rear yard is enclosed with a fence at least six (6) feet high. Under no circumstances shall an outbuilding be used as a residence, either temporarily or permanently.

Section 4. Garages. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage. No garage shall be placed or maintained on any side or rear easement. No garage on any lot or building tracts shall be placed or maintained, whether attached or detached, which faces a street, except that the Architectural Control Committee has the authority in its sole discretion to permit the construction of garages which face the street.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate. References herein to the "owners in the subdivision" shall mean and refer to owners as defined respectively in this Declaration and all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Section 6. "Subdivision Plat" shall mean and refer to the map or plat of Memorial Northwest Section 24, recorded in Volume 144, Page 103, of the Map Records of Harris County, Texas, and any recorded replat thereof.

Section 7. "Architectural Control Committee" shall mean and refer to the Memorial Northwest Section 24 Architectural Control Committee provided for in Article V hereof.

Section 8. "Declarant" shall mean and refer to Roberta T. Klein, its successors and assigns, including lienholder as defined in Article IX, Section 4 hereinafter and any other successor of assign which acquires more than one undeveloped lot from Declarant for the purpose of development.

Section 9. "Common Properties" shall mean and refer to such property as the Association may acquire or may have acquired, at any time or from time to time, by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications by Declarant or Declarant's predecessors in title. Reference herein to "the common properties in the subdivision" shall mean and refer to common properties as defined respectively in this Declaration and all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Section 10. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all owners in the subdivision constructed on portions of one or more lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of the Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment, fountains, statuary, sidewalks, common driveways, landscaping, swimming pools, tennis courts, boat ramps, and other similar appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in the subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all other Declarations and Supplemental Declarations imposing covenants and restrictions administered by the Association.

Section 11. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided in Article IX hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 12. "Member" and/or "Members" shall mean and refer to all those persons entitled to membership as provided in the Declarations and By-Laws. Any person(s) owning taxable real estate within the above described boundaries, and residing therein, is eligible for membership. Any person renting, leasing or purchasing under a lease-purchase agreement real property within the said boundaries and residing therein is also eligible for membership. Any eligible person, and that person's spouse, if any, is a member upon paying his or her dues, in addition to the

annual assessments as required in Article VIII of the Declaration of Covenants, Conditions, and Restrictions. No more than two (2) persons per household may be voting members. A member is suspended if he has not paid the requisite dues for the current year, with the result that he is not entitled to any of the rights, powers or privileges of membership, such as voting or speaking at meetings. Suspensions shall last until the member shall have paid his dues.

Article II

Reservations, Exceptions and Dedications

Section 1. The subdivision plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such subdivision plat further establishes certain restrictions applicable to the properties, including, without limitation, certain minimum set-back lines. All dedications, limitations, restrictions and reservations imposed by this Declaration or shown on the subdivision plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the subdivision plat for the purpose of construction, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant sees fit to install in, across and/or under the properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Memorial Northwest Section 24 Architectural Control Committee.

Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any lot or parcel of land within the properties by contract, deed or other conveyance shall be subject to (a) any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the properties and (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

ARTICLE III

Land Use and Building Restrictions

Section 1. Residential Use. No lot shall be used for any purpose except for single family residential purposes; provided that, until Declarant, its successors or assigns, has sold all of the lots in the subdivision, any lot may be used by Declarant for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, and to exclude commercial, business and professional uses whether from homes, residents or otherwise, and

Section 5. Fences. No fence, wall, hedge, pergola or other attached or detached structure shall be erected, grown or maintained on any part of any lot parallel to the street and/or forward of the building line of such lot as the case may be. Fences visible from any street should be constructed in such a manner that smooth face pickets will face the street and horizontal rails and vertical posts face into the rear or side yard.

In no event, shall any fences or walls constructed of chain link or any form of metal, wire or wire mesh be erected on any lot. No wall, pergola, or other attached or detached structures, such as bird baths, statues, benches, or topiaries, shall be erected or maintained on any part of the lot forward of the front building line or side building line on side facing street. All fences located along the outer perimeter of any lot must be six (6) feet in height and constructed of cedar wood, unless otherwise approved by Declarant or Assigns.

Section 6. Antennas. No lot owner shall construct or cause to be constructed any antenna of any type or kind whatsoever external of the main residence structure.

Section 7. Outdoor Swimming Pools, Hot Tubs and Spas. The design and location of outdoor swimming pools, hot tubs, and spas, must be approved by the Architectural Control Committee, and such pools, etc. must be fenced in accordance with Section #5 above.

Section 8. Lot Area. No lot may be resubdivided that would permit additional building sites to be erected on said lot or any portion thereof other than those herein permitted, and boundary lines and lot areas as specified in the map of this subdivision, filed of record in the Map Records of Harris County, Texas in Volume 344, Page 103, shall remain fixed subject to amendments as hereinafter provided.

Section 9. Signs. No sign, advertisement, billboard or advertising structure of any kind erected or maintained on any residential lot without the consent in writing of the Architectural Control Committee, except one (1) sign of no more than twenty-four (24) inches square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by the Developer. Developer or members of the Committee shall have the right to remove any such sign, advertisement, billboard or structure which is placed on any residential lot without consent, and in so doing, Developer or members of the Committee shall not be liable, and are expressly relieved from any liability for trespass or arising from such removal.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations or 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11. Livestock, Poultry, Reptiles and Insects. No animals, livestock, poultry, reptiles, or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets (not to exceed two of each category) may be kept, provided that they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owner of such lots, and provided that they are not allowed to roam or wander unleashed in the neighborhood.

Section 12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste materials and such refuse shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids and shall be placed in an area screened by planting or fencing. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which time these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

Section 13. Vehicle Parking. No boat(s) of any type, trailer(s) of any type, camper(s) and/or mobile home(s) of any character, no tractor(s) of any type, no farm equipment of any type, no trailer cabs or trailer houses, 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. Permitted vehicles shall be parked on finished concrete only. 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 premises installations and repairs upon any lot. 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. The parking of automobile vehicles on road shoulders or on the streets bordering any lot for a period longer than twelve (12) consecutive hours out of any twenty four (24) hour period is prohibited.

Section 14. Removal of Dirt. The digging of dirt or the removal of dirt from any lot is expressly prohibited, except when necessary in conjunction with construction being done on such lot. No tree shall be cut on any lot except to provide room for construction of buildings or to remove diseased, damaged, dead or unsightly trees, and except with prior written approval of the Architectural Control Committee.

Section 15. Water and Sewage Disposal Systems. No water well or septic tank shall be utilized or maintained on any lot in Memorial Northwest Section 24.

Section 16. Nuisances. No noxious or offensive trade or activity shall be permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 17. Yard Lights. Each lot shall have a post electric yard light using Houston Lighting and Power Company specifications, with a photocell to be installed by the builder during the initial construction of the residence. This post light shall be located near the front street no further away from the front street curb than fifteen (15) feet. This light shall be operational at all times.

Section 18. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs site lines and elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by intersecting curb lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines or extensions thereof, shall be placed, planted or permitted to remain on corner lots.

Section 19. Condition Of Property. 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 or unaesthetic appearance; i.e., no peeling paint, warping doors, delapidated fences or similar conditions 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 appearance, the Association shall notify the lot owner in writing of such person's default and inform the lot owner that unless the improvements are repaired and reconditioned and made neat and attractive within seven (7) days, that the Association 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 the Association, said liens to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that 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 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 property covered by such first mortgage lien to the holder thereof.

Section 20. 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 twenty feet (20') 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.

Section 21. Lot Maintenance. The drying of clothes in public view is prohibited. Yard equipment, wood piles or storage piles are to be concealed from public view. Grass, vegetation, and weeds on each lot shall be cut as often as 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, the Association shall notify the lot owner in writing of such person's 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, the Association will cause the grass, vegetation and weeds to be 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 the Association, 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.

Section 22. Composite Building Site. Any owner of one or more adjoining lots or portion thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site, in which case set-back lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of the lots in the same block. For purposes of maintenance assessments and special assessments as provided for herein, any additional lot or fraction of a lot included in a composite building site shall be disregarded in calculating the total of such assessment levied against such a composite building site.

Section 23. Building Location. No structure shall be located on any lot between the building set-back lines shown on the subdivision plat and the street. No building shall be located on any lot nearer than twenty-five (25) feet from the front line of such lot. No building shall be located nearer than five (5) feet to any interior lot line not abutting a street nor nearer than ten (10) feet to any lot line (which is not the front lot line) which abuts a street; provided however, a garage or other permitted accessory building located fifty-five (55) feet or more from the front line may be located within three (3) feet of an interior lot line not abutting a street. No main residence building, nor any part thereof, shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purposes of this section, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any lot to encroach upon another lot or to extend beyond the building set-back line. For the purposes of this Declaration, the front lot line of each lot shall coincide with and be the lot line having the shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the lot, and each detached garage will be located at least fifty-five (55) feet from the front lot line of the lot on which it is situated and will be provided with driveway access from the front of the lot; provided that such access may be from the front or side of all corner lots; provided that the Architectural Control Committee, in its discretion may permit side access, such permission to be granted in writing as hereinafter provided. For purposes hereof, the term "corner lot" shall mean and refer to any lot which abuts more than one street. On corner lots no garage may face the front of a residence across the side street.

Section 24. Service Riser Conduit. Each residential structure shall have installed on the outside wall thereof a service riser conduit, beginning at least thirty (30) inches below the surface of the ground and terminating at the meter socket on such wall.

Section 25. Notification & Remedies. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, its agents, or agents of the Architectural Control Committee may without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt. If such owner or occupant fails to pay such statement upon receipt, such owner or occupant shall thenceforth be liable for interest on such amount at the rate of 10% per annum, together with reasonable attorney's fees and/or other expenses of collection.

ARTICLE IV

Easements

Section 1. Utility Facilities. It is expressly agreed and understood that the title conveyed by Declarant to any lot by contract, deed or other conveyance shall not in any event be held or construed to convey title to the water, gas, storm sewer, electric lights, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenance thereto constructed by or under Declarant or its agents or by any public utility companies through, along or upon said easements or any part thereof to serve said lot or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of this subdivision. No lot owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the property, or any path easement designated on the plat of this subdivision, nor shall any hedges, shrubs, trees or other bushes be planted within, across or over such easement or easements.

Section 2. Easement for Surface Drainage. No wall, fence, hedge, or other obstacles shall be constructed so as to prevent natural surface drainage across adjoining lots.

ARTICLE V

Architectural Control Committee

Section 1. Duties of Architectural Control Committee. No buildings, improvements, structures or other objects of any size or character, whether temporary or permanent, whether substantial or insignificant, shall be constructed, erected, placed, modified or altered on any lot, or the erection thereof begun, including, without limitation, original construction on any lot or homesite and any subsequent modification or addition thereto, until the construction plans, specifications and a plan showing the location of the building, improvements, structure or other object have been approved in writing by Declarants or Assigns as to use, harmony of external design with existing buildings, improvements, structures and objects, and as to location with respect to topography and finished grade elevation. Each building shall have either a composition, tile or built up roof. A majority of the Committee may designate a representative with authority to act for them. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representative fails to give written approval within thirty (30) days after any plans and specifications have been submitted to it,

approval will not be required and the provisions of this agreement 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 sole judgement, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing by Declarant or Assigns.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) in number, and shall be composed of John Klein, Roberta T. Klein, and David Klein, who by a majority vote may designate a representative to act for them. At any time, the then record owners of 100% of the homes shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw the Committee or restore to it any powers and duties.

Section 3. Replacement. In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee shall cease after the conveyance of the last house or five (5) years, whichever occurs first, at which time the Homeowner's Association shall assume the duties and powers of the Architectural Control Committee.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval and grant its permission for such variance, only by written instrument, addressed to the owner of the lot(s) relative to which such variance has been requested, expressing the decision of the Architectural Control Committee to permit the variance, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternative materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above).

Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the term of the Architectural Control Committee shall have expired and the Board of Trustees of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or the Board of Directors of the Association in the manner provided herein. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

ARTICLE VI

Underground Electrical

Section 1. Underground Electric System. An underground electric distribution system will be installed in that part of Memorial Northwest Section 24 designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Memorial Northwest Section 24. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwellings, underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer shall at his or its own cost furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energize secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the subdivision plat or by separate instrument granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase 240/120 volt, three wire, 60 cycle, alternating current. The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, houses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless

(a) Declarant has paid to the company an amount representing the excess in cost for the entire Underground Residential Subdivision of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision or (b) the owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit, plus (2) the cost of rearranging and adding electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

No provision of this Section (the text of which is prescribed by the electric company) shall in any manner operate or be construed to permit the construction on any lot of any type of residential structure other than a single family residence as provided in Article III, Section 1.

ARTICLE VII

Community Improvement Association

The Association may, at its discretion, assign or transfer any or all rights, privileges or powers accruing to it by virtue of these restrictions for Section 24 to any incorporated or unincorporated improvement association which shall stand in the stead of the Association, for all purposes incident to the transfer or assignment and shall be subject to the duties and obligations prescribed by these restrictions as if the assignee improvement association were originally named herein.

ARTICLE VIII

Maintenance Fund

Each lot shall be subject to an annual maintenance charge of not less than \$ 109.00 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 Section 24 to the Association, in advance, annual installments to be determined by the Association, 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 thereof in the manner herein prescribed when requested to do so by the Association. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association, as the needs of the subdivision may in the judgement of the Association, require, but not less than \$ 109.00 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 the Association 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 judgement of the Association, in the expenditure of said fund shall be final so long as said judgement is exercised in good faith.

The maintenance charge shall remain effective until January 1, 2020, and shall automatically be extended thereafter for successive periods of five years; provided, however, that the owners of at least seventy five percent (75%) of the lots may revoke such maintenance charge on either January 1, 2020, 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, 2020, 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 residential lots as above described, there is hereby reserved a Vendor's Lien on each such lot for the benefit of the Association, 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 owners 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 mortgage 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.

ARTICLE IX

General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the properties, and shall inure to the benefit of the Association and all owners in the subdivision, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2020. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than fifty-one percent (51%) of all lots in the properties, and properly recorded in the appropriate records of Harris County, Texas. Upon the expiration of such initial term, said covenants and restrictions (if not previously terminated and as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than fifty-one percent (51%) of all the lots in the properties, and properly recorded in the appropriate records of Harris County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations.

Section 2. Severability. In the event that any of the provisions hereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 4. Joinder by Lienholder. The undersigned lienholder joins herein solely for the purpose of subordinating the liens held by it of record upon the Properties to the covenants, conditions and restrictions hereby imposed by the Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

Section 5. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there is any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself entitled by reason of such violation of the terms and provisions hereof, together with reasonable attorney's fees. The terms and provisions hereof may be enforced by Declarant, or by the owner of any lot shown in the plat of Memorial Northwest Section 24. Failure of anyone so to enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgage under the mortgage or deed of trust presently or hereafter placed of record covering any of the land shown to be within.

Section 6. Binding Effect. All of the terms hereof shall extend and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns.