

86-118899  
JAG/27-2

DECLARATION OF RESTRICTIONS FOR MEMORIAL NORTHWEST, *lu*

*Restor*

SECTION NINETEEN (19), 35.6870 ACRES, JOHN HOUSE SURVEY, HARRIS COUNTY, TEXAS

127-77-0380

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

09/15/82 00270372 L849097 \$ 27.00

WHEREAS, M. N. W. PROPERTIES, INC., a Texas corporation, and JAMES L. GOETTEE, JR., INC., a Texas corporation, hereinafter collectively called "Declarants", are the owners of all of the undivided interests in and to that certain 35.6870 acre tract of land more fully described as follows, to-wit:

Being 35.6870 acres of land out of the John House Survey, Abstract No. 314, in Harris County, Texas, being called herein the "35.6870 acre tract," and being more particularly described in Exhibit A attached hereto and incorporated herein by referenced and made a part hereof;

and which said 35.6870 acre tract of land Declarants has been subdivided and platted into a subdivision known as MEMORIAL NORTHWEST, ~~SECTION NINETEEN (19)~~ recorded in Volume 341, Page 66 of the Map Records of Harris County, Texas; and

*27*  
*P*

WHEREAS, Declarants, as all of the owners of the 35.6870 acre tract, desire to make possible a neighborhood plan of development of said property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that M. N. W. Properties, Inc. (hereinafter "MNW") and James L. Goettee, Jr., Inc., both having their principal offices in Harris County, Texas, and comprising all of the owners owning title to said 35.6870 acres, and desiring to create and carry out a uniform plan for the improvement, development and sale of various portions thereof for residential use, for the benefit of the existing and future owners of said property, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements, to apply uniformly to the use, occupancy and conveyance of all of the 35.6870 acre tract, and each contract or deed which may be executed and delivered after the recording of this instrument 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 the same are set out in full or by references in said contract or deed:

RESTRICTIONS

1. BUILDING SITES. No building site in said tract shall have a frontage of 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 each building site created out of the 35.6870 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, garage apartments, 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 (such prohibited use to include, without limitation, any of the foregoing business or commercial uses which may be incidental to the use of any lot primarily as a residence). 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. Declarants or their assigns reserve the right to modify the restrictions regarding land use and building type where they deem such modification will result in a more commonly beneficial use. Such modifications will only be granted in writing and when given will become a part of these restrictions. The approval of any modification will not be deemed to obligate the person or entity granting such approval (or any successor or assign) to approve any other modification (whether similar or not), nor in any other manner waive or modify any provisions of this Declaration.

3. ARCHITECTURAL CONTROL. 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 and specifications and a plan showing the location of the building, improvements, structure or other object have been approved in writing by Declarants (or the Homeowners Association, hereinafter referred to, if then in existence) as to use, quality of workmanship and materials, harmony of external design with existing buildings, improvements, structures and objects, and as to location with respect to topography and finish grade elevation. Each building shall have either a wood shingle, tile or built up or composition roof. However, the construction of any type of roof (including the foregoing types) shall not be permitted

except with the express written consent of MNW and James L. Goettee, Jr., Inc. or their assigns. MNW and James L. Goettee, Jr., Inc. or their assigns, may designate a representative to act for them. The herein granted powers and duties shall cease and terminate twenty (20) years after the date of this instrument, and the approvals required by this paragraph shall not be required unless prior to said date Declarants have executed and recorded, without the necessity of consent of any other party, an amendment to this Declaration, establishing or providing for a Homeowners Association or similarly named entity (the "Association"), which shall thereafter exercise the same powers and duties granted herein to Declarants. The approvals or disapprovals as required in this Declaration shall be in writing. The rules, regulations, rights and duties of the Association shall be established by Declarants in their sole discretion, and no other party's consent shall be required to establish same. If such party or parties, or their designated representatives, fails to give written approval, or disapproval, within thirty (30) days after plans and specifications have been submitted to such party or parties, approval of plans will not be required and the covenants related to such plans shall be deemed to have been fully satisfied. Such party (or parties), in its (or their) sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in such party's sole judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing by MNW and James L. Goettee, Jr., Inc. or their assigns.

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 ten feet (10') to any side street lot line, unless otherwise noted on the recorded plat, nor nearer than five feet (5') to the rear lot line, nor nearer than three feet (3') to any side lot line except that a detached garage shall be no nearer than two feet (2') to any side lot line. No fence, wall, hedge, pergola or other detached structures or objects shall be

erected, grown, maintained or placed on any part of the lot forward of the front or side building line of any corner lot on the side facing a 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 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 or object of any size or character of a temporary character, including, without limitation, any trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants) barn or other outbuildings shall be placed or used on any lot at any time as a residence either temporarily or permanently. Temporary or portable buildings or trailers for office purposes may be used during construction when approved in writing by MNW and James L. Goettee, Jr., Inc. or their 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, no tractor(s) of any type, no farm equipment of any type, 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 hour period shall be deemed to have been parked or stored in a permanent manner.

No motor vehicle may be parked on any street for a period in excess of twenty-four (24) consecutive hours out of any forty-eight (48) hour period.

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.

No motor vehicle may be parked on any street unless the motor of said vehicle is running, except that during construction and sales period vehicles

may be parked on the street when necessary, subject to the control and approval of MNW and James L. Goettee, Jr., Inc. or their assigns.

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.

10. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet for advertising said property for sale or rent or signs of any size and type used by a builder to advertise the property during the construction and sales period. MNW and James L. Goettee, Jr., Inc. or the Association (or its Architectural Control Committee, if any) or their assigns, reserve the right to approve the design and wording of all signs (other than those above described which shall be automatically allowed), and reserve the right to enter in and upon any lot for the purpose of removing any sign being maintained thereon which has not been approved if and as required and shall not be liable to any person or persons for any damages of whatsoever nature in doing so.

11. ANTENNAE. No lot owner shall construct or cause or allow to be constructed any antenna of any type or kind whatsoever external of the main residence structure.

12. FENCES. No cyclone or cyclone type fence (being a fence composed of wire and metal) shall be erected on any lot. All fences located along the outer perimeter of any lot must be six (6) feet high and constructed of cedar wood, unless otherwise approved in writing by MNW and James L. Goettee, Jr., Inc. or the Association (or its Architectural Control Committee, if any), or their assigns. No fence shall be erected forward of the front building line unless otherwise approved in writing by MNW and James L. Goettee, Jr., Inc. or the Association (or its Architectural Control Committee, if any), or their assigns. Fences facing or visible to any street within the subdivision (including all corner lot fences and any other fences visible to the side facing street) shall be built with the smooth side facing the street, the post and rails side facing on the side opposite the street. Any perimeter fence repairs or replacement must be effected with the same material and style as the original construction and are to be done at the expense of the owner.

13. OIL AND MINING OPERATIONS. No drilling, oil or mineral storage, 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.

14. 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 curb 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.

15. 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 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 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.

16. 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.

17. 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 tightly fitting, sealed sanitary containers and shall be placed in an area screened by planting or fencing. All trash and debris shall be removed from each lot from time to time as is consistent with good health standards. 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 MNW and James L. Goettee, Jr., Inc. or their assigns.

18. 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.

19. 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 Municipal Utility District No. 24.

20. 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, 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 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 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.

21. TERMS. These covenants and restrictions are to run with the land and shall be binding on all owners of lots in the 35.6870 acre tract and all persons claiming under them until January 1, 2015, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of at least seventy-five percent (75%) of the lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

22. 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 the 35.6870 acre tract 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 judgment 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 judgment of the Association, 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, 2015, 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, 2015, 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, 2015, 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 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 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.

23. 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.

24. 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 the 35.6870 acre tract, and their 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.

25. DECLARANTS OR THEIR ASSIGNS. MNW and James L. Goettee, Jr., Inc., or either of Declarants, may, at the discretion of each, assign or transfer any or all rights, privileges or powers accruing to said party by virtue of these restrictions for the 35.6870 acre tract to any person (or persons) or entity who shall stand in the stead of said party, 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 person, persons or entity were originally named herein. Specific reference is made to the provisions of paragraph 3 providing for the right of Declarants to establish or provide for the Association to exercise the rights and duties of Declarants pursuant to this Declaration.

26. 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 the 35.6870 acre tract 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.

27. 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.

28. NO LIENHOLDER. No lienholder joins in the execution of this Declaration because there are no loans secured by the 35.6870 acre tract.

WITNESS OUR HANDS this 12 day of September, 1988.

ATTEST:

M. N. W. PROPERTIES, INC. 107

By: Catherine B. Goettee  
Name: Catherine B. Goettee  
Title: Sec. Treas.

By: James L. Goettee  
Name: James L. Goettee  
Title: President

ATTEST:

JAMES L. GOETTEE, JR., INC. 107

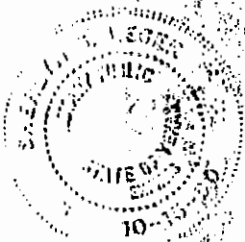
By: Catherine B. Goettee  
Name: Catherine B. Goettee  
Title: SEC.

By: James L. Goettee, Jr.  
Name: James L. Goettee, Jr.  
Title: President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES L. GOETTEE, President of M. N. W. Properties, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of September, 1988.



Sherlyn S. Leger  
NOTARY PUBLIC in and for the  
State of T E X A S

Printed Name: Sherlyn S. Leger  
My Commission Expires: 10/15/90

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES L. GOETTEE, JR., President of James L. Goettee, Jr., Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of September, 1988.



Sherlyn S. Leger  
NOTARY PUBLIC in and for the  
State of T E X A S

Printed Name: Sherlyn S. Leger  
My Commission Expires: 10/15/90

RETURN TO: JO ANN GARCIA  
P. O. BOX 1504  
HOUSTON, TEXAS 77001

Fieldnotes for a 23.6194 acre tract of land out of the John House Survey, Abstract Number 314, in Harris County, Texas, being out of and a part of that certain 40.5977 acre tract of land conveyed to David M. Lewis, Trustee, by deed recorded under Harris County Clerk's File Number K-316537 of the Real Property Records of Harris County, and being further out of and a part of Shares 9 and 10 of a 48.5 acre Martin Frank Estate Tract as recorded in Volume 2410, Page 655 of the Deed Records of Harris County, said 23.6194 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northwest corner of the said 40.5977 acre tract and said Share 9;

Thence North 57°42'54" East, 2306.14 feet along a barbed wire fence line and with the North line of the said 40.5977 acre tract and said Share 9 to a 5/8 inch iron rod set for the Northeast corner of the herein described tract of land;

Thence South 37°57'00" East, <sup>445</sup>~~452~~.14 feet to a point for the Southeast corner of the herein described tract of land;

Thence South 57°46'13" West, 2351.53 feet with the South line of said Share 10 to an axle found in the East line of Theiss Mail Road marking the Southwest corner of said Share 10 and the herein described tract of land;

Thence North 32°05'49" West, 440.64 feet along a barbed wire fence line and with the East line of said Theiss Mail Road and with the West line of the said 40.5977 acre tract and said Shares 10 and 9 to the PLACE OF BEGINNING and containing 23.6194 acres or 1,028,862 square feet of land.

EXHIBIT "A"

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

TRACT TWO

Fieldnotes for a 12.0676 acre tract of land out of the John House Survey, Abstract Number 314, in Harris County, Texas, being out of and a part of that certain 40.5977 acre tract of land conveyed to David M. Lewis, Trustee, by deed recorded under Harris County Clerk's File Number K-316537 of the Real Property Records of Harris County, and being further out of and a part of Share 11 of a 48.5 acre Martin Frank Estate Tract as recorded in Volume 2410, Page 655 of the Deed Records of Harris County, said 12.0676 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at the Northwest corner of the said 40.5977 acre tract and Share 9 of said partition;

Thence South 32°05'49" East, 440.64 feet with the West line of Shares 9 and 10 of said partition and with the East line of Theiss Mail Road, based on a 60.00 foot right of way, to the PLACE OF BEGINNING for the herein described tract of land, said point being the Northwest corner of said Share 11;

Thence North 57°46'18" East, 2351.53 feet with the North line of said Share 11 to the Northeast corner of the herein described tract of land;

Thence South 37°57'00" East, 226.96 feet to a 5/8 inch iron rod set in the South line of the said 40.5977 acre tract and said Share 11 for the Southeast corner of the herein described tract;

Thence South 57°56'03" West, 2374.67 feet with the South line of said Share 11 and the said 40.5977 acre tract, and partially with a barbed wire fence line to a 1 inch iron rod found in the East line of said Theiss Mail Road for the Southwest corner of said Share 11, the said 40.5977 acre tract and the herein described tract of land;

Thence North 32°05'49" West, 219.10 feet along a barbed wire fence line and with the East line of said Theiss Mail Road and with the West line of the said 40.5977 acre tract and said Share 11 to the PLACE OF BEGINNING and containing 12.0676 acres or 525,665 square feet of land.

RETURN TO: JO ANN GARCIA  
P. O. BOX 1504  
HOUSTON, TEXAS 77001

transfer or assignment and shall be subject to the duties and obligations prescribed by these restrictions as if the assignee person, persons or entity were originally named herein. Specific reference is made to the provisions of paragraph 3 providing for the right of Declarants to establish or provide for the Association to exercise the rights and duties of Declarants pursuant to this Declaration.

26. 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 the 4.6646 acre tract 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.

27. 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.

28. NO LIENHOLDER. No lienholder joins in the execution of this Declaration because there are no loans secured by the 4.6646 acre tract.

WITNESS OUR HANDS this 27 day of Oct., 1989

ATTEST:

Catherine B. Joelle

By: C B Joelle  
Name: C B Joelle  
Title: Secretary

M. N. W. PROPERTIES, INC.

By: [Signature]  
Name: James L. Joelle  
Title: President

## EXHIBIT "A"

A Metes and Bounds description of 4.6646 acres (203,189 square feet) of land lying in the John House Survey, Abstract No. 314, in Harris County, Texas, and being part of a called 6.9475 acre tract, as described in deed dated April 13, 1979, from Lee Michael Mendelovitz to Beverly O'Neal, Trustee, and recorded under Clerk's File No. G-047627 of the Official Public Records of Real Property of Harris County, Texas. Said 4.6646 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 1½-inch iron pipe found for the most Southerly corner of said 6.9475 acre tract and the tract herein described, said iron pipe being the most Easterly corner of Lot 14, Block 1, of Memorial Northwest, Section Sixteen, according to the map or plat recorded in Volume 332, Page 149, of the Map Records of Harris County, Texas, and lying on the Northwesterly line of Block 1, Memorial Northwest, Section Nineteen, according to the map or plat recorded in Volume 341, Page 66, of said Map Records of Harris County, Texas;

THENCE, North 33 degrees 25 minutes 12 seconds West, with a common line of said Block 1, Memorial Northwest, Section Sixteen, and said 6.9475 acre tract, a distance of 309.42 feet to a 5/8-inch iron rod found for the most Northerly corner of Lot 13 of said Block 1, Memorial Northwest, Section Sixteen, and being the most Westerly corner of said 6.9475 acre tract and the tract herein described;

THENCE, North 56 degrees 32 minutes 22 seconds East, with a common line of Block 1, Memorial Northwest, Section Sixteen, and said 6.9475 acre tract, at a distance of 401.80 feet passing the more Southerly common corner of said Block 1, Memorial Northwest, Section Sixteen, and Block 10 of a Partial Replat of Reserve "A", Memorial Northwest, Section Sixteen, according to the map or plat recorded in Volume 340, Page 130, of said Map Records of Harris County, Texas, and continuing with the common line of said Block 10 and said 6.9475 acre tract, for a total distance of 641.42 feet to a 5/8-inch iron rod set for the most Northerly corner of the tract herein described;

THENCE, South 39 degrees 11 minutes 18 seconds East, a distance of 310.44 feet to a 5/8-inch iron rod found for the most Northerly corner of Lot 29, of said Block 1, Memorial Northwest, Section Nineteen, and lying on the Southeasterly line of said 6.9475 acre tract;

THENCE, South 56 degrees 29 minutes 41 seconds West, with the common line of said Block 1, Memorial Northwest, Section Nineteen, and said 6.9475 acre tract, a distance of 672.82 feet to the POINT OF BEGINNING, and containing 4.6646 acres (203,189 square feet) of land.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE 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 hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 1 1989



*Janita Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

RETURN TO:  
JO ANN GARCIA  
P. O. BOX 1504  
HOUSTON, TEXAS 77001

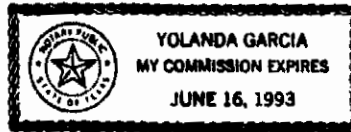
THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES L. GOETTEE, President of M. N. W. Properties, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of October, 1989

*Yolanda Garcia*  
NOTARY PUBLIC in and for the  
State of T E X A S

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



*Paula Padilla*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
Nov 1 12 02 PM '89  
FILED