

196-17-0876

Kurtz

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HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

RESTRICTIONS FOR MEMORIAL NORTHWEST, SECTION SIX
35.7075 ACRES, NATHAN PENNEY SURVEY, HARRIS COUNTY, TEXAS

lee

STATE OF TEXAS }
COUNTY OF HARRIS }

23

WHEREAS, South Texas Development Company, a Texas Corporation, is the owner of various tracts of land out of that certain 35.7075 acres more fully described as follows, to-wit:

Memorial Northwest, Section Six (6), a subdivision of 35.7075 acres of land in the Nathan Penney Survey, A-261 as shown on the recorded plat and as recorded and filed for record under Harris County Clerk's File No. F497092.

WHEREAS, North Side Bank is the owner of valid and subsisting liens upon and against portions of said 35.7075 acres; and,

WHEREAS, said parties as owners of said land, with the approval of said lienholders, desire to make possible a neighborhood plan of development of said property:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That South Texas Development Company, a Texas Corporation, having its principal office in Harris County, Texas and said lienholder, who has its principal office in Harris County, Texas, comprising all of the owners and lienholders owning title or having liens against portions of said 35.7075 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 portions of said 35.7075 acres, 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 reference in said contract or deed, to-wit:

RESTRICTIONS

1. BUILDING SITES: No building site in said tract shall contain less than 0.3 acres of land nor shall any building site have a frontage less than 80 feet nor a depth of less than 100 feet; all corner tracts shall be deemed to front upon the road or street of their smallest dimension. As used in this document the word "lot" shall mean building site created out of the 35.7075-acre tract.

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

3. ARCHITECTURAL CONTROL: No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Each building shall have either a shingle, tile or built up roof. The construction of any other type of roof, including composition roof, shall not be permitted except with express written consent of the Architectural Control Committee. The Architectural Control Committee shall be composed of three members to be appointed by the owners above named. In the event of the death, disability or resignation of any member of the Committee, the owners above named shall have full authority to designate a successor or successors. A majority of the Committee may designate a representative to act for it. The members of the Committee and its representative shall not be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate ten (10) years after the date of this instrument, and the approval required by this paragraph shall not be required unless, prior to said date and effective thereon, the then record owners of a majority of the lots subject hereto shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. If the Committee, or its designated representatives, fails to give written approval or

disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval of plans will not be required and the covenants related to plans shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

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

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

placed upon any building site containing less than eight thousand (8000) square feet in area or having width of less than forty (40) 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 neighbor.

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

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

No motor vehicle may be parked on any street unless the motor of said vehicle is running, except that during the construction and sales period vehicles may be parked on the street when necessary, subject to the control and approval of the Architectural Control Committee.

Motor vehicles which are inoperative, inoperative herein defined to mean not in running order, may not be parked

or stored on any lot, driveway or street except in a closed garage.

10. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sales period. The Architectural Control Committee reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any lot for the purpose of removing any sign being maintained thereon which has not been approved and shall not be liable to any person or persons for any damages of whatsoever nature in doing so.

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

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. 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.

14. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash

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garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. However, normal construction wastes may be accumulated on a lot during construction, provided such accumulation does not become unreasonable in the opinion of the Architectural Control Committee.

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

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

17. CUTTING WEEDS AND DRAINAGE: Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage. In the event grass, vegetation and weeds are not cut so that the lot is not maintained in a neat and attractive appearance Memorial Northwest Maintenance Fund, Inc., shall notify the lot owner in writing of his default

and inform the lot owner that unless the grass, vegetation and weeds are cut so that the lot is neat and attractive within seven (7) days, that Memorial Northwest Maintenance Fund, Inc., will cause the grass, vegetation and weeds to be so cut and the lot owner shall be liable for the reasonable costs of having the grass, vegetation and weeds cut. To secure the payment of said costs of having the lot so cut, there is a reserved Vendor's lien on each lot for the benefit of Memorial Northwest Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, when 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 charge 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.

18. TERMS: These covenants and restrictions are to run with the land and shall be binding on all owners of lots in said 35.7075 acres and all persons claiming under them

until January 1, 1995, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of such lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

19. MAINTENANCE FUND: Each lot shall be subject to an annual maintenance charge of up to seven mills per square foot of lot area, but no less than \$84 per year per residence for the purpose of creating a maintenance fund, and which maintenance fund charge shall be paid by the owner or owners of each lot in conjunction with like charges to be paid by all other lot owners. This maintenance charge will be paid by the owner or owners of each lot within said 35.7075 acre tract to Memorial Northwest Maintenance Fund, Inc., in advance annual installments to be determined by Memorial Northwest Maintenance Fund, Inc., the date of payment thereof commencing on January 1st of the year immediately following the year in which said lot, with residence constructed thereon, was sold by the builder of said residence.

The amount to be paid on the first annual payment date shall be the prorata portion of the year of sale in which the payee-owner or owners owned the respective lot with residence thereon, plus the advance payment for the year subsequent to the year of such sale. In the event that an owner or owners of a respective lot, other than a builder, owns a lot and does not construct a residence thereon, such nonbuilding owner shall commence paying the maintenance charge and assessment hereof in the manner herein prescribed when requested to do so by Memorial Northwest Maintenance Fund, Inc. The rate at which each lot will be assessed will

be determined annually, and may be adjusted from year to year by Memorial Northwest Maintenance Fund, Inc., as the needs of the subdivision may in the judgment of Memorial Northwest Maintenance Fund, Inc., require, up to seven mills per square foot per year, but not less than \$84 per residence per year.

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

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

To secure the payment of the Maintenance Fund established hereby and to be levied on individual residential lots as above prescribed, there is hereby reserved a Vendor's

lien on each such lot for the benefit of Memorial Northwest Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot 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.

20. 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.

21. ENFORCEMENT: The covenants, reservations, easements and restrictions set out herein are for the benefit

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of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner or owners of a lot or lots in said 17.0289-acre tract, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

22. IMPROVEMENT ASSOCIATION: Memorial Northwest Maintenance Fund, Inc., may, at its discretion, assign or transfer any or all rights, privileges or powers accruing to it by virtue of these restrictions for said 35.7075-acre tract to any incorporated or unincorporated improvement association. To the extent of any assignment or transfer that may be made by Memorial Northwest Maintenance Fund, Inc., the assignee improvement association shall stand in the stead of Memorial Northwest Maintenance Fund, Inc., 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.

23. 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.

24. EXECUTION: Each of said lienholders above named joins in the execution of this instrument to evidence its ratification, confirmation and adoption of each restrictive covenant hereof.

EXECUTED this 31st day of MAY, 1978.

ATTEST:


B. J. McDaniel, Secretary

SOUTH TEXAS DEVELOPMENT COMPANY

By 
Walter A. Drew, President

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NOTARY PUBLIC
Notary Public in and for Harris County, Texas

NORTH SIDE BANK
By Frank P. Jensen
Vice President

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 MALTER A. DREW, President of SOUTH TEXAS DEVELOPMENT COMPANY, 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 SOUTH TEXAS DEVELOPMENT COMPANY, a corporation; and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of May, 1978.

Ben Parker

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 Frank P. Jensen Vice President of NORTH SIDE BANK, 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 NORTH SIDE BANK, a Texas Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of May, 1978.

Joan Shelton Smith

JOAN SHELTON SMITH
Notary Public in and for Harris County, Texas

Return to Drew Mortgage
P.O. Box 7747
Houston, Texas
77027
Attention: Walter Drew