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FIRST AMENDMENT TO RESTRICTIONS
FOR MEMORIAL NORTHWEST, SECTIONS TWELVE (12),
FOURTEEN (14) AND FIFTEEN (15)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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THIS FIRST AMENDMENT TO RESTRICTIONS FOR MEMORIAL NORTHWEST, SECTIONS TWELVE (12), FOURTEEN (14) AND FIFTEEN (15), sometimes referred to herein as the "First Amendment," is made as follows.

WHEREAS: (a) the Restrictions for Memorial Northwest, Sections Twelve, Fourteen and Fifteen (the "Restrictions") were heretofore recorded under County Clerk's File No. H839932 in the Official Public records of Real Property of Harris County, Texas; and (b) it is necessary to amend the Restrictions pursuant to the amendment provision set forth in Paragraph no. 19 on page 8 thereof, which provides, in pertinent part, as follows:

"...These covenants and restrictions are to run with the land and shall be binding on all owners of lots in MEMORIAL NORTHWEST, SECTIONS TWELVE (12), FOURTEEN (14) AND FIFTEEN (15) and all persons claiming under them until January 1, 1995, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part...."

NOW, THEREFORE, at least a majority of the owners of the lots within Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15) thereof, hereby make the following amendments and modifications to the Restrictions:

The first sentence of the first paragraph of Paragraph no. 20 on Page 9 of the Restrictions currently provides as follows:

....Each lot shall be subject to an annual maintenance charge of not more than seven mills per square foot of lot area but not less than \$84.00 per year per residence for the purpose of creating a fund to be known as the Memorial Northwest Maintenance Fund and which maintenance fund charge shall be paid by the owner or owners of each lot in conjunction with like charges to be paid by all other lot owners....

The first sentence (only) of the first paragraph of Paragraph no. 20 on Page 9 of the Restrictions is hereby amended and replaced with the following sentences:

Each lot shall be subject to an annual maintenance charge (or "assessment"). Until December 31, 2004, the maximum annual assessment shall be One Hundred Ninety-Six Dollars (\$196.00) per Lot per year, and thereafter the Memorial Northwest Homeowners Association (the "Association") may increase the maximum annual assessment each year by not more than ten percent (10%) above

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the amount which could have been charged the previous year. The maximum annual assessment may be further increased (i.e., to an amount in excess of the maximum otherwise allowed under the preceding sentence of this paragraph) by majority vote of those eligible voting Members who vote in an election so called for this purpose.

The last sentence of the second paragraph of Paragraph no. 20 on Page 9 of the Restrictions currently provides as follows:

The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by Memorial Northwest Maintenance Fund, Inc., as the needs of the subdivision may in the judgment of Memorial Northwest Maintenance Fund, Inc., require, but in no event shall such maintenance fund exceed seven mills per square foot per year nor be less than \$84.00 per residence per year....

The last sentence of the second paragraph of Paragraph no. 20 on Page 9 of the Restrictions hereby amended and replaced with the following two (2) sentences:

The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association. All references in these Restrictions to "Memorial Northwest Maintenance Fund, Inc." shall be construed to include and refer to its legal successor in interest, Memorial Northwest Homeowners Association, a Texas Non-Profit Corporation.

The amendment provision of the Restrictions set forth in Paragraph no. 19 on page 8 thereof (as cited hereinabove), is hereby amended and replaced with the following provision:

These covenants and restrictions are to run with the land and shall be binding on all owners of lots in Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15), 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 (10) years. These covenants and Restrictions may be amended, altered or modified at any time by an instrument signed by the owners of a majority of the lots in Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15), which instrument shall be effective upon being recorded in the Official Public Records of Real Property of Harris County, Texas.

This First Amendment to Restrictions for Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15) shall be effective upon recording hereof in the Official Public Records of Real Property of Harris County, Texas. At any time after the recording of this instrument, the Association's Board of Directors is hereby authorized to prepare and record restated and amended restrictions for Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15), incorporating the amendments set for the herein. Other than the above changes or additions, the lot owners hereby ratify and confirm all the terms, covenants, conditions and provisions of the Restrictions.

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APPROVAL AND CERTIFICATION BY ASSOCIATION

APPROVAL of the First Amendment to Restrictions for Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15) by the Memorial Northwest Homeowners Association (the "Association"), is hereby evidenced by duly authorized Association officers. The Association certifies that its records reflect that: all Owners of Lots within Memorial Northwest, Sections Twelve (12), Fourteen (14) and Fifteen (15) were provided notice of the proposed First Amendment and were given a fair opportunity to vote thereon; and the required approval percentage was obtained.

EXECUTED on this 21st day of December, 2004.

MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION (a Texas Non-Profit Corporation)

By: [Signature]
GENE R. BIRDWELL, President

ATTEST:

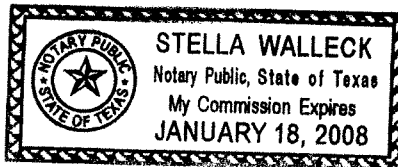
By: [Signature]
JANET HOFFMAN, Secretary

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared GENE R. BIRDWELL, President of MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of DECEMBER, 2004.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



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