

J619860

089-89-2527

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
MEMORIAL PARKWAY COMMUNITY ASSOCIATION

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

07/26/84 00160250 J619860 \$ 43 00

THIS DECLARATION, made on the date hereinafter set forth by CINCO/MEMORIAL PARKWAY JOINT VENTURE, a Texas General Partnership, consisting of Brookglen Corporation, a Texas corporation, and LB Development Properties, Inc., a Texas corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property situated in Harris County, Texas, which is more particularly described as:

Lots 8 through 62, both inclusive in Block 47  
Lots 1 through 5, both inclusive in Block 51

All of said lots being in Memorial Parkway, Section Fourteen, according to map or plat thereof recorded in Volume 324, Page 84, Map Records of Harris County, Texas.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Memorial Parkway Community Association.

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Memorial Parkway Community Association, a Texas non-profit corporation, its successors and assigns.

Section 1.2 "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

ANY CLERK HAS BEEN INFORMED BY THE ASSOCIATION OFFICIALS THAT THE ASSOCIATION HAS BEEN INFORMED THAT PROPERTY BECAUSE OF STATE OF TEXAS IS A LIMITED AND THE PROPERTY UNDER THE PROPERTY...

ACCEPTED AND FILED

JUL 12 1995

RAVELLY B. TAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*

SUSAN L. McPHERSON

Deputy

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4 "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of Reserve "A" Memorial Parkway, Section One, according to map or plat thereof recorded in Volume 223, Page 117, Map Records of Harris County, Texas.

Additional common area is described as follows:

All of that certain 3.620 acres of land out of the H. T. & B. RR Company Survey, A-988, Harris County, Texas deeded to the Memorial Parkway Community Association by Warranty Deed dated July 21, 1981, filed for record in the Official Public Records of Real Property of Harris County, Texas on July 24, 1981 under File No. H067925 and recorded under Film Code No. 190-96-2001 etc.

Section 1.5 "Lot" shall mean and refer to any numbered lot or plot of land shown in any recorded subdivision map or plat of the properties with the exception of the common area and commercial reserves.

Section 1.6 "Declarant" shall mean and refer to Cinco/Memorial Parkway Joint Venture, a Texas General Partnership, consisting of LB Development Properties, Inc., a Texas corporation, and Brookglen Corporation, a Texas corporation, its successors and assigns if such successors and assigns should require more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment: Every

THIS INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND IS BEING FILED FOR RECORD IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AT THE REQUEST OF THE DECLARANT.

A TRUE AND CORRECT COPY

WITNESSED AND DATED JUL 12 1995  
SEBASTIAN B. KATZMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*

Deputy

SUSAN L. MCPHERSON

owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a) the right of the Association to charge reasonable admission and other fees for the use of any residential facility situated upon the common area;
- b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains updated; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded;
- d) the right of the Association to limit the number of guests of owners;
- e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be superior as to the rights of the owners hereunder at the mortgagee's election.

Section 2.2 Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area to the members of his family, his tenants or contract purchasers who reside on the property.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership

ANY EMPLOYMENT HEREIN WHICH RESULTS FROM THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COVERED BY THIS IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

JUL 12 1995

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas



Deputy

SUSAN L. MCPHERSON

089-89-2530

shall be appurtenant to and may not be separated from ownership  
of any lot which is subject to assessment.

Section 3.2 The Association shall have two classes of  
voting membership:

Class A. Class A members shall be all owners with the  
exception of the Declarant and shall be entitled to one (1) vote  
for each lot owned. When more than one person holds an interest  
in any lot, all such persons shall be members. The vote for such  
lot shall be exercised as they among themselves determine, but in  
no event shall more than one vote be cast with respect to any  
lot.

Class B. The Class B members shall be the Declarant  
and shall be entitled to three (3) votes for each lot owned. The  
Class B membership shall cease and be converted to Class A  
membership on the happening of either of the following events,  
whichever occurs earlier:

- a) when the total votes outstanding in Class A member-  
ship equals the total vote outstanding in Class B membership  
including duly annexed areas, or
- b) on January 1, 1990.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obliga-  
tion of Assessments: The Declarant, for each lot within the  
properties, hereby covenants, and each owner of any lot by  
acceptance of a deed therefor, whether or not it shall be so  
expressed in such deed, is deemed to covenant and agree to pay to  
the Association: a) annual assessments or charges which shall  
be payable as hereinafter set forth, and b) special assessments  
for capital improvements, such assessments to be established and  
collected as hereinafter provided. The annual and special  
assessments, together with interests, costs and reasonable  
attorney fees, shall be a charge on the land and shall be a con-  
tinuing lien upon the property against which each such assess-

THIS INSTRUMENT IS VOID IN WHOLE OR IN PART IN ANY STATE OR JURISDICTION WHERE THE SALE, RENTAL,  
LEASE OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
IT'S NATURE OR CHARACTER IS VOIDED AND UNENFORCEABLE UNDER  
THE APPLICABLE LAW.

A CERTIFIED COPY

JUL 12 1995

BEVERLY B. KAUTZMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*

SUSAN L. McPHERSON

Deputy

ment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, including, but not limited to, improvement and maintenance of the common area, lighting, improving and maintaining the streets and roads, collecting and disposing of garbage and refuse, employing policemen and/or watchmen, caring for vacant lots, esplanades, entrance ways and similar facilities serving the properties, and in doing any other things necessary or desirable which the Board of Directors of the Association may deem appropriate to keep the properties neat and presentable.

Section 4.3 Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Two Hundred Four and No/100 Dollars (\$204.00) per lot. From and after the first day of January of the year immediately following the date of commencement of the first annual assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Department of Labor, Washington, D. C., or any successor publication, for the preceding month of July or alternatively, by an amount equal to a ten percent (10%) increase over the prior years annual assessment, whichever is greater, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the

THIS INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, ON JULY 12, 1995, AT 10:00 AM. BY SPYKLY B. KATZMAN, COUNTY CLERK.

2-14-95 10:00 AM

JUL 12 1995

SPYKLY B. KATZMAN, County Clerk  
Tarrant County, Texas

  
SUSAN L. McPHERSON, Deputy

089-89-2532

Consumer Price Index formula or the above-mentioned percentage only by approval of two-thirds (2/3rds) of each class of Members in the Association present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of Members as provided in the By-Laws of the Association, a door to door canvass may be used to secure the written approval of two-thirds (2/3rds) of each class of Members for such increase in the annual assessment or in the special assessment for capital improvements as provided below. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount approved by the Members.

Section 4.4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3rds) of each class of members.

Section 4.5 Notice and Quorum for any Action Authorized Under Section 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting

THIS DOCUMENT IS A COPY OF THE ORIGINAL WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON JULY 12, 1995. IT IS HEREBY CERTIFIED THAT THIS COPY IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

ENCLOSURE COPY

JUL 12 1995

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON

Deputy

may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Rate of Assessment: All lots in Memorial Parkway, Section Fourteen shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Declarant are not exempt from assessment. Lots shall be divided into two classes; Class A lots and Class B lots. Class A lots shall be those lots on which a permanent home has been constructed and title to such lot has been conveyed to the resident purchaser thereof. Class B lots shall be all other lots which are owned by Declarant, a builder, or building company and shall be assessed at the rate of one-half (1/2) of the annual assessment above and shall begin to accrue on the happening of either of the following events whichever occurs later:

- a) when any lot has been improved with paved streets, sewer and other utilities, or
- b) on the 1st day of May, 1984.

Section 4.7 Date of Commencement of Annual Assessments: The entire accrued charge on each Class B lot (determined in accordance with Section 4.6 above) shall become due and payable on the date such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The annual assessment charge on Class A lots shall be as hereinbefore provided (according to Section 4.3 and 4.4). The initial charge shall accrue and become due and payable to each such lot on the day such lot converts from a Class B lot to a Class A lot by reason of the conveyance of title of such lot to a resident purchaser thereof. The determination of the amount of such initial charge shall be adjusted according to the number of months remaining in the calendar year.

THIS DOCUMENT IS A COPY OF THE ORIGINAL RECORD OF THE SALE, WHICH  
RECORDS THE SALE AND THE TERMS OF THE SALE, AND IS NOT A COPY OF THE  
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THE SALE, AND IS NOT A COPY OF THE ORIGINAL RECORD OF THE SALE, WHICH  
RECORDS THE SALE AND THE TERMS OF THE SALE.

A UNFILED COPY

JUL 12 1995

DEBORAH S. KENNEDY, County Clerk  
Kearns County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON

Deputy

year. The annual assessment on each Class A lot and thereafter shall accrue and become due and payable on the first day of January of each succeeding year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4.8 Effect on Non-payment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with the said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 4.9 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any

THIS INSTRUMENT BEING WITHHELD BY THE CLERK, COUNTY OF HARRIS, TEXAS, BECAUSE OF THE DEFECTS HEREIN SET FORTH AND BECAUSE OF THE DEFECTS HEREIN SET FORTH AND BECAUSE OF THE DEFECTS HEREIN SET FORTH.

RECORDED COPY

INDEXED JUL 12 1995  
RECEIVED BY KAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson* Deputy  
SUSAN L. McPHERSON

089-89-2535

lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4.11 Insurance:

a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the common area and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

b) The Board of Directors of the Association may obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each owner, from and against liability in connection with the common area.

c) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein shall be a common expense of all owners and be a part of the maintenance assessment.

A COPY OF THIS DECLARATION RESPECTIVE THE SALE, RENTAL  
OR LEASE OF ANY DESCRIBED REAL PROPERTY BECAUSE OF  
DEFECT OF TITLE IS INVALID AND UNENFORCEABLE UNDER  
THE ABOVE LAW.

A CERTIFIED COPY

JUL 12 1995

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

  
SUSAN L. McPHERSON Deputy

089-89-2536

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No building shall be erected, placed or altered on any lots until the building plans and specifications and a plot plan showing the locations of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished grade elevation, by an Architectural Control Committee composed of Richard Carl Davis, Jr., Kenneth J. Coquyt, and Stephen M. Pierce, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of said committee shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder; it being understood an aggrieved party's remedies shall be restricted to injunctive relief and no other. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Powers and duties of the named committee and any designated representa-

A CERTIFIED COPY OF THIS INSTRUMENT WAS FILED FOR PUBLIC RECORD, RECORDING, AND INDEXING OF THE DESCRIBED REAL PROPERTY BECAUSE OF THE NECESSITY OF THE SAME AND ENFORCEABLE UNDER THE PROVISIONS OF THE INSTRUMENT.

A CERTIFIED COPY

ACCEPTED JUL 12 1995  
BRYAN B. KJORMAN, County Clerk  
Harris County, Texas

 Deputy  
SUSAN L. McPHERSON

089-89-2537

tive or successor member shall, on January 1, 1990, pass to a committee of three owners of lots in all sections or units of the subdivision then existing, provided, however, that until such selection is made by said majority of lot owners, the persons constituting said committee on said date shall continue to exercise such powers and duties until such time as their successors are elected.

ARTICLE VI

USE RESTRICTIONS

The lots shall be occupied and used as follows:

Section 6.1 Residential Construction and Use: No platted lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of one, one and one-half and two stories in height and a private garage for not less than two cars nor more than three cars.

Section 6.2 Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, as to location with respect to topography and finish grade elevations.

Section 6.3 Size: The area of any single-family dwelling, exclusive of open porches and garages, shall contain no less than 1,000 square feet. For purposes of computing the square feet requirements contained herein, all measurements shall be made from the outside of the exterior walls of the dwelling.

Section 6.4 Placement: 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 set-back lines shown on the recorded plat, and also no building (except a garage or permitted accessory building located 50 feet or more from the front lot line) shall be placed on any lot so as to be located:

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IN THE PUBLIC RECORDS OF THIS COUNTY BECAUSE OF  
THE NECESSITY OF RECORDING AND THE BENEFIT OF THE  
PUBLIC THEREON.

ATTEST:

**JUL 12 1995**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON

Deputy

a) nearer than 5 feet to either of the side, or interior, lines of such lot, or

b) so that the aggregate width of the side yards at the front building set-back line is less than 15% of the width of the lot at the front building set-back line, with the further provision that neither of such side yards shall have a width of less than 5 feet.

c) no single family residence shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen (15) feet to the rear lot line, and the rear wall of the garage shall not encroach upon any easement. No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding shall correspond to the style and architecture to the dwelling to which it is appurtenant.

A three (3) foot side yard shall be permissible for a garaged or other permitted accessory building located fifty (50) feet or more from the front property line. If two or more lots, or fractions thereof, are consolidated into one building site in conformity with the provisions of Section 6.5 below, these building set-back provisions shall be applied to such resultant building site as if it were one original platted lot.

Section 6.5 Consolidated Building Site: None of said lots shall be re-subdivided in any fashion except as follows: Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing of constructing improvements, as permitted in paragraph numbered 6.3 and 6.4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

AN INSTRUMENT WHICH REPRESENTS THE SALE, RENTAL,  
LEASE OR THE OTHER REAL PROPERTY BECAUSE OF  
CERTAIN TERMS AVOIDED AND UNRESPONSIBLE UNDER  
THE STATE OF TEXAS.

A CERTIFIED COPY

**JUL 12 1995**

WITNESSETH

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

 Deputy  
SUSAN L. McPHERSON

089-89-2539

Section 6.6 Minimum Lot Requirement: No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 5,000 square feet.

Section 6.7 Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

Section 6.8 Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street.

Section 6.9 Use of Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly, and there is hereby served unto the Architectural Control Committee the sole power to determine what is inconspicuous and slightly in connection with temporary structures. Builders in the subdivision may use garages as sales offices for the time during which such builders are marketing houses within the subdivision. At the time of the sale of a residence by a builder any garage appurtenant to such residence used for sales or other purposes must have been reconverted to a garage.

THIS INSTRUMENT WAS RECORDED TO EFFECT THE SALE, SEVERAL  
PARCELS OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
SOME OF THE SAME IS ENTAILED AND UNRECOVERABLE UNDER  
THE PROBATE LAW.

ORIGINAL COPY

DATE: **JUL 12 1995**  
BEVERLY S. KAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON, Deputy

089-89-2540

Section 6.10 Domestic Quarters: No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

Section 6.11 Underground Electrical Service: An underground electric distribution system will be installed in that part of Memorial Parkway, Section Fourteen designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Memorial Parkway, Section Fourteen, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the 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 Electrical 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 energized 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. Developer has either by designated on the plat of the subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the

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OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
A CHANGE IN LAW OR IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

JUL 12 1995

BEVERLY B. NAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*

SUSAN L. McPHERSON

Deputy

service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned 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 Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, 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 developer 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.

ANY INSTRUMENTS GRANTED WHICH REFLECT THE SAME RENTAL,  
LEASE OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
DEATH OR DEFEAT IS INVALID AND UNENFORCEABLE UNDER  
PUBLIC POLICY.

A CERTAIN COPY

ATTEST: **JUL 12 1995**  
BEVERLY B. BAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON

Deputy

unless (a) Developer 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 been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s), if any, shown on the plat of Memorial Parkway, Section Fourteen, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s).

Section 6.12 Signs: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. During the initial construction and sales period the builder may use other signs and displays to advertise the merits

THIS DOCUMENT IS HEREBY MADE AVAILABLE TO THE PUBLIC FOR RENTAL OR PURCHASE AT THE COUNTY CLERK'S OFFICE. REPRODUCTION OF THIS DOCUMENT IS PROHIBITED AND PENALIZED UNDER THE PENALTY LAWS.

A UNRECORDED COPY

WITNESSED JUL 12 1995  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*, Deputy  
SUSAN L. McPHERSON

of the property for sale or rent. Declarant or its assignee shall have the right to remove any such sign in contravention hereof and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal.

Section 6.13 Height of Antennae: No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. And no radio or television aerial wires or antennae shall be placed or maintained on any building or any residential lot to extend more than ten (10) feet above the roof of the main residence on said lot.

Section 6.14 Storage of Automobiles, Boats, Trailers and Other Vehicles: No trucks, vans, trailers, boats, or any vehicles other than passenger cars, or passenger pick up trucks, or passenger vans will be permitted to park on streets or on driveways longer than a twelve (12) hour period. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

Section 6.15 Sidewalks: Before the dwelling unit is completed, the lot owner shall construct a sidewalk four (4) feet in width parallel to the street curb, and shall extend to the projection of the lot boundary line(s) into the street right-of-way and/or street curbs at corner lots. Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side street lines.

Section 6.16 Mineral Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or in any lot. No derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, ON JULY 12, 1995, AT THE OFFICE OF THE COUNTY CLERK. THIS INSTRUMENT IS VALID AND ENFORCEABLE UNDER THE LATEST VERSION OF THE TEXAS PROPERTY CODE.

A CERTIFIED COPY

**JUL 12 1995**

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON

Deputy

089-89-2544

Section 6.17 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6.18 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 6.19 Obstruction of Sight Lines: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 1 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

Section 6.20 Fences: No fence, wall or hedge in excess of three (3) feet in height shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front building line. Further, no side or rear fence, wall or hedge shall be constructed that exceeds six (6) feet in height, unless prior approval is obtained from the Architectural Control Committee. Chain link fences are not allowed without the written consent of the Architectural Control Committee.

THIS COPY OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THIS DECLARATION AS FILED IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

A CERTIFIED COPY

ATTN: JUL 12 1995  
BEVERLY B. KAUFMAN, County Clerk  
Tarrant County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON, Deputy

Section 6.21 Roofing Materials: The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition shingles comparable in quality, weight, and color to wood shingles, the decision on such comparison to rest exclusively with the Architectural Control Committee. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee.

Section 6.22 Infringement: An owner shall do no act nor any work that will impair the structural soundness or integrity of another lot or improvements thereon, or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely effect other lots, improvements thereon, or their owners.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Enforcement: The Association, or any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7.3 Amendment: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten years. This declaration may be amended during the first twenty (20) year period by an instrument signed

BY INSTRUMENT WHICH HEREBY MAKES REFERENCE TO THIS DECLARATION, OR ONE OF THE DISCREET REAL PROPERTY RECORDS OF RECORD, IS BACK IS INVALID AND UNENFORCEABLE UNDER THE RECORDS ACT.

A CERTIFIED COPY

JUL 12 1995

SEYMOUR D. AUSTMAN, County Clerk  
Harris County, Texas

*Susan L. McPherson*  
SUSAN L. McPHERSON

Deputy

by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Harris County, Texas.

Section 7.4 Annexation:

a) Upon the request of Declarant, the Board of Directors of the Association may, from time to time, by majority vote and without the consent of members, annex such additional residential property and common area as Declarant may designate, provided that the FHA and VA determine that annexation of such properties is in accord with the general plan of development heretofore approved by them.

b) Additional residential property and common area, not designated by Declarant as provided above, may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

ARTICLE VIII

FHA/VA APPROVAL

Section 8.1 As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration or Federal Housing Administration; annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this the 23<sup>rd</sup> day of April, 1984. (3)

CINCO/MEMORIAL PARKWAY JOINT VENTURE

LB Development Properties, Inc.

By: Carl J. Stephens  
Carl J. Stephens

Brookglen Corporation

By: Charles E. Burge  
Charles E. Burge

ATTEST:  
Vanessa Bequette  
VANESSA BEQUETTE

ATTEST:  
Richard C. Davis Jr.  
Richard C. Davis Jr.

THIS INSTRUMENT IS VOID WHEREIN IT IS USED FOR THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF VIOLATION OF THE FEDERAL FAIR HOUSING ACT AND UNLAWFUL UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JUL 12 1995  
EMERY B. KAUFMAN, County Clerk  
Harris County, Texas

Susan L. McPherson  
SUSAN L. McPHERSON Deputy

089-89-2547

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CARL J. STEPHENS, Vice President of LB Development Properties, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this the 23rd day of April, 1984.

*Winifred O. Collins*  
Notary Public in and for  
the State of Texas

WINIFRED O. COLLINS  
Notary Public, State of Texas  
My Commission Expires 12-5-84

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES E. BURGE, President of Brookglan Corporation, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this the 23rd day of April, 1984.

*Janet S. Bruner*  
Notary Public in and for  
the State of Texas

JANET S. BRUNER

FILED  
JUN 26 11 32 AM '84  
*Quita Raudman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
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 signified hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on  
JUL 25 1984  
*Quita Raudman*  
County Clerk, Harris County, Texas

Please return to:  
C/M P JV  
P.O. Box 4  
Houston, Texas  
77001

ANY PROVISIONS HEREIN WHICH RESPECT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CLEAR COPY

ATTEST **JUL 12 1985**  
*Beverly J. Kautman*  
County Clerk  
Harris County, Texas

*Susan L. McPherson*  
Deputy  
SUSAN L. McPHERSON