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MEMORIAL GLEN SUBDIVISION

AMENDMENTS TO RESTRICTIONS

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VINSON, ELKINS, WEAVER & SEARLS
ATTORNEYS AT LAW
FIRST CITY NATIONAL BANK BUILDING
HOUSTON, TEXAS

2150

TO THE PUBLIC

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AMENDMENTS TO RESTRICTIONS

026-32-0306

Applicable to Lots situated in Sections One and Two of MEMORIAL GLEN SUBDIVISION, an addition to the City of Houston, Harris County, Texas, and to Lots Six (6) through Ten (10), Block 3, and Fifty-seven (57) through One Hundred Twenty-five (125), Block 2, in Section Three of said Memorial Glen Subdivision.

The restrictions hereby amended were filed by the First Memorial Glen Corporation, Second Memorial Glen Corporation and Third Memorial Glen Corporation on July 20, 1961, Vol. 4434, page 253, D/R (B364820) and additional instruments filed on or about October 3, 1961, Vol. 4508, page 528, D/R and December 14, 1961, Vol. 4577, page 420, D/R (432030).

Please return to:

ROBERT M. JULIAN
2022 First City National Bank Bldg.
Houston, Texas 77002

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STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

026-32-6307

WHEREAS First Memorial Glen Corporation, Second Memorial Glen Corporation and Third Memorial Glen Corporation (sometimes hereinafter referred to as "development corporations"), as owners of all lots situated in Sections One and Two in Memorial Glen Subdivision, and lots six (6) through ten (10), Block 3, and fifty-seven (57) through one hundred twenty-five (125), Block 2, in Section Three, have heretofore adopted and recorded three instruments containing restrictions and covenants running with the land located in the aforementioned Sections of Memorial Glen Subdivision, and

WHEREAS the said covenants and restrictions limit the use of said lots to residential purposes and have requirements relating to the size, use, construction, design and location of buildings and facilities as specified in the recorded instruments containing said restrictions, and

WHEREAS paragraph "(u)" of each of said restrictions subjects each lot owned or previously owned by said development corporations "to an annual maintenance charge of not more than five mills per square foot of lot area, for the purpose of creating a fund to be known as the 'Memorial Glen Maintenance Fund'" (three Funds) to be paid annually on the first day of January of each year, in advance, by the then owner of each lot, and

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WHEREAS the residents of Memorial Glen, whose homes are located upon lots previously owned by said development corporations in Sections One and Two and applicable portion of Section Three of Memorial Glen, wish to incorporate a non-profit civic corporation to assume, and the development corporations wish to deliver, management and control of the three Memorial Glen Maintenance Funds, and said residents wish to consolidate said Funds into one Fund, and said residents further wish to make it possible to provide, if desirable, services and facilities for the mutual benefit of all property situated in the aforesaid Sections of Memorial Glen and for the benefit of all present and future residents acquiring title to said lots, directly or indirectly, by, from or under the development corporations, and

WHEREAS to assume control of and consolidate the various Memorial Glen Maintenance Funds, and to provide services and acquire facilities, it is necessary to make appropriate amendments and modification of the present restrictions,

NOW, THEREFORE, we, the undersigned, owners of lots in Memorial Glen Subdivision, Sections One and Two, and lots six (6) through ten (10), Block 3, and fifty-seven (57) through one hundred twenty-five (125), Block 2, in Section Three (hereinafter collectively termed "Memorial Glen"), do hereby amend the restrictions thereon as follows:

1. First Memorial Glen Corporation, Second Memorial Glen Corporation and Third Memorial Glen Corporation are

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authorized to, shall, and hereby do, assign their duties, obligations and authority in respect of the collection and disbursement of the annual maintenance charges mentioned in paragraph "(u)" in each of the three instruments adopting and establishing such charges, to a non-profit corporation known as "Memorial Glen Property Owners, Inc."

2. Membership in Memorial Glen Property Owners, Inc., Votes, Meetings, Directors, etc.

The owner or owners of each lot shall be entitled to one membership and two votes. The first meeting of the corporation for the purpose of electing directors and ratifying by-laws or adopting by-laws and the transaction of such business as may be properly considered shall be held on February 26, 1965, and general meetings of the members of the corporation shall thereafter be held at least once a year. The owner or owners of ten percent (10%) of the lots may call a meeting of members.

Provisions for periodic meetings, notices, waiver of notices, quorums, election and method of election of directors are included in the by-laws.

3. Paragraph "(u)" of each instrument shall be deemed and hereby is amended to read:

"(u) Each lot shall be subject to an annual charge of not more than five mills per square foot of lot area to be paid to Memorial Glen Property Owners, Inc., its successors or assigns, on the first day of January of each year, in advance, secured by a vendor's lien upon each lot, with interest at six percent.

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(c) and repairs business plus, if necessary, the cost of collection of delinquent payments, all reasonable costs, disbursements and attorney's fees.

"The rate of annual charge shall be determined by Memorial Glen Property Owners, Inc., in an amount not to exceed five mills per square foot, and shall be paid into a consolidated fund known as Memorial Glen Property Fund, administered by said corporation, hereafter called 'Administrator'.

"The Administrator shall apply the Fund to community projects that generally maintain or improve property values, or make such properties more readily saleable, and to acquire, obtain or provide community services, if desirable, equipment, recreational facilities and property of any kind whatever in connection with such project or projects.

"The Administrator, if authorized as hereinafter provided, may purchase and acquire in its own name legal title to lots 123, 124 and 125 in Block 2, Section 3 of Memorial Glen Subdivision or any other appropriate land, within or without the Subdivision, to be used for recreational purposes only, upon which land recreational equipment, buildings, structures or other improvements may be installed or erected. The Administrator may be further authorized to grant liens and mortgages upon such land and to contract for construction, improvements, maintenance and services.

"The Administrator, if authorized as hereinafter provided, may sell or dispose of assets, should that become necessary or desirable, and in the event of a final liquidation, the Administrator's assets received from such sale or sales shall, after paying all debts, be distributed to the then lot owners pro rata on per square foot of lot area, that is to say, on the same basis on which annual charges are made.

"The Administrator may not buy, sell or encumber real property or execute any lease for a term longer than two years or execute any contract which by its terms either commits more than 20% of the Fund's income in any one year

or requires more than two years to complete unless approved by seventy-five percent (75%) of the members of Memorial Glen Property Owners, Inc. present and voting at a meeting held upon no less than twelve (12) or more than thirty-five (35) days notice to consider such proposed transaction. Property owners shall be deemed present and their votes shall be counted in ascertaining whether the required 75% approval has been granted if said property owners obtain from and submit to the secretary absentee ballots no later than three full business days before the meeting.

"For the purpose of holding such meeting or meetings, a quorum shall be required consisting of the owner or owners of twenty-five percent (25%) of the lots, regardless of size of lot, in Memorial Glen; the owner or owners of each such lot shall have two votes per lot.

"Notice of meetings are to be mailed or delivered to each member of record on the books of the Administrator as of the date notice is given, which name and address and all subsequent changes shall be specified in writing by each member to MEMORIAL GLEN PROPERTY OWNERS, INC.

"All the terms of this amendment to restrictions shall survive the lapse or termination, if any, of the other terms in paragraphs '(a)' to '(c)' of the original restrictions.

"The annual charge shall continue for a period of ten (10) years from the date of the filing of this amendment of restrictions, and shall then continue until such time as the Administrator files, with the approval of two-thirds of the members present and voting at a special meeting called for that purpose, an instrument abandoning or discontinuing such charge."

4. In the event that the Administrator acquires title to lots 123, 124 and 125 of Block 2, Section 3 of Memorial Glen subdivision, then, and only then, said lots 123, 124 and 125 shall be exempted from any and all restrictions and covenants applicable to the use of such lots and to structures

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to be erected thereon as set forth in the original restrictions paragraphs "(a)" to "(t)", inclusive, and shall be exempted from the annual charge in amended paragraph "(u)", and from that time forward the Administrator shall adopt whatever restrictions may be necessary, if any, to utilize said lots 123, 124 and 125 for non-profit recreational purposes only, including changing the internal layout of a proposed street and of the boundaries of said lots as presently platted.

The right to be a member of Memorial Glen Property Owners, Inc. and the right to participate in recreational facilities owned by it, subject to the provisions of the Administrator's charter and by-laws, shall be a covenant running with the land. However, a new property owner shall not be entitled to receive notices until such time as said new property owner has given notice in writing to the corporation of the change in ownership.

5. In the event lots 123, 124 and 125, Block 2, Section 3 of Memorial Glen Subdivision are acquired and thereafter it should become necessary or desirable to dispose of same by sale, lease, or in any other manner, the Administrator may reinstate or readopt the original restrictions, or may adopt new restrictions by filing an instrument to that effect; provided, however, that the sale or disposition made of said lots and the reinstatement or adoption of restrictions shall be made only upon approval of seventy-five percent (75%) of members present and voting at a special meeting, with a quorum

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consisting of the owner or owners of twenty-five percent
of the lots in Memorial Glen, with the right of absentee voting
as aforementioned, called for that purpose upon no less than one
month or more than six weeks' notice, and the agenda of said
meeting shall be limited solely to those subjects.

DATED at Houston, Texas, the 19th day of February,
1965, and executed in multiple originals, any one of which shall
be considered an original for all purposes.

FIRST MEMORIAL GLEN CORPORATION

By Joseph J. Johnson
Joseph J. Johnson
President

ATTEST:

William B. [Signature]

SECOND MEMORIAL GLEN CORPORATION

By Joseph J. Johnson

ATTES

William B. [Signature]

THIRD MEMORIAL GLEN CORPORATION

By Joseph J. Johnson

ATTEST:

William B. [Signature]

STATE OF TEXAS §
 COUNTY OF HARRIS §

SS:

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BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared before me JOSEPH J. JOHNSON, President of First Memorial Glen Corporation, Second Memorial Glen Corporation and Third Memorial Glen Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as the acts and deeds of such corporations for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of February, 1965.



Laura Frances Bowers
 Notary Public in and for Harris
 County, Texas.

Laura Frances Bowers
 Notary Public, in and for Harris County, Texas
 My Commission Expires on 1. 1965.

ADDITIONAL LOT OWNERS

	<u>Husband</u>	<u>Wife</u>	<u>Address</u>	<u>Date</u>	<u>Attest</u>
13 a	1 Jack H. Bowers	Ann Bowers	119 Wilchester	2/20/65	J. Johnson
	2 R. H. Bowers	Ann Bowers	119 Wilchester	2/20/65	J. Johnson
	3 Margaret Helen Bowers	Ann Bowers	127 Wilchester	2-20-65	J. Johnson
	4 Wm. A. Bowers	Ann Bowers	106 Wilchester	2-20-65	J. Johnson
	5 Earl Bowers	Ann Bowers	13026 Thornway	2-20-65	J. Johnson
	6 Robert B. Bowers	Ann Bowers	118 Wilchester	2-20-65	J. Johnson
	7 Edward Bowers	Ann Bowers	13022 Thornway	2/20/65	J. Johnson
	8 Edward Bowers	Ann Bowers	104 Wilchester	2/20/65	J. Johnson
	9 Robert B. Bowers	Ann Bowers	105 Wilchester	2/20/65	J. Johnson