

[This is a copy of the Memorial Glen Restrictions prepared by Kim Selzman. The restrictions can be found at Volume 4577, pages 420-425 of the Harris County Deed Records, Film Code 062-12-0553. Filed with the County Clerk of Harris County, Dec. 14, 1961.]

MEMORIAL GLEN RESTRICTIONS

THE STATE OF TEXAS )  
 )  
COUNTY OF HARRIS ) KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the map and dedication of MEMORIAL GLEN, SECTION THREE, a subdivision of 40.725 acres in the CHRISTIAN WILLIAMS SURVEY, Abstract 834, and the GEORGE L. BELLOWES SURVEY, Abstract 3 in Harris County, Texas, has been recorded in Volume 83, Page 26 of the Map Records of Harris County, Texas; and

WHEREAS, FIRST MEMORIAL GLEN CORPORATION, a Texas Corporation is the owner of Lots Fifty-seven (57) through Seventy-seven (77), both inclusive in Block Two (2) and Lots Six (6) through ten (10), both inclusive, in Block Three (3) of the said MEMORIAL GLEN, SECTION THREE; and

WHEREAS, SECOND MEMORIAL GLEN CORPORATION, a Texas Corporation, is the owner of Lots Seventy-eight (78) through Ninety-nine (99), both inclusive, in Block Two (2), of said MEMORIAL GLEN, SECTION THREE; and

WHEREAS, THIRD MEMORIAL GLEN CORPORATION, a Texas Corporation, is the owner of Lots One Hundred (100) through One Hundred Twenty-five (125), both inclusive, in Block Two (2), of said MEMORIAL GLEN, SECTION THREE; and

WHEREAS, it is deemed to be in the best interest of said owners and of the persons who may purchase lands situated in said MEMORIAL GLEN, SECTION THREE, that there be established and maintained a uniform plan for the improvement and development thereof,

NOW, THEREFORE, FIRST MEMORIAL GLEN CORPORATION, SECOND MEMORIAL GLEN CORPORATION and THIRD MEMORIAL GLEN CORPORATION, (herein for convenience and brevity sometimes referred to separately and collectively as "MEMORIAL GLEN"), such corporations acting herein by and through their officers thereunto duly authorized, do hereby adopt the following covenants and restrictions, which shall constitute covenants running with the lands situated in said MEMORIAL GLEN, SECTION THREE and shall be binding upon MEMORIAL GLEN and all parties and persons claiming under them until December 13, 1966, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the owners of lands situated in such Subdivision it is agreed to modify or terminate said covenants, conditions and restrictions in whole or in part. If MEMORIAL GLEN, or any of their respective successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owing [sic] lands situated in said subdivision to prosecute such actions at law or in equity as he or they may deem advisable against the person or persons violating or attempting to violate any of said covenants and restrictions.

Should any one or more of the covenants or restrictions be held to be invalid or unenforceable, such holding shall in no wise affect the remainder of the covenants and restrictions contained herein.

The aforesaid covenants and restrictions are as follows:

- (a) Subject to the exceptions specified below, no lot shall be used except for residential purposes. The term "residential purposes" as used herein excludes hospitals, clinics, duplex houses, apartment

houses, boarding houses, hotels and further excludes commercial and professional uses whether from homes, residences or otherwise, and all such uses of the aforesaid lots are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and private garage for not more than three (3) cars.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of building with respect to topography and finished ground elevation, by an architectural control committee, composed of JOSEPH J. JOHNSON, ROBERT L. BUCK and PAUL A. LEDERER, or by 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 approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives, shall cease on and after ten years from date [sic]. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plat nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, or nearer than 5 feet from the rear lot line, nor nearer than 5 feet from any side line provided, however, that as to such lots as face upon cul-de-sacs, a building may be located as near as 20 feet to the front lot line, and as to all lots where the garage is situated as near as 20 feet to the rear lot line, such garage may be situated as near as 3 feet from the side line. All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 7000 square feet or a width of less than 60 feet at the front building setback line.

(e) No noxious or offensive [text unreadable] or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, [text unreadable] shack, garage, barn or other outbuilding erected on [text unreadable] shall at anytime be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of 2000 square feet of floor area exclusive of porches and garages.

(h) The exterior walls of all residences shall be at least fifty-one per cent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, but said architectural control committee shall have the power to waive the masonry requirement so as to allow the erection of a residence of all redwood panel walls or all cedar panel walls. No residence shall have a roof of composition shingles without the prior written approval of said architectural control committee.

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

Title to any lot or portion of lot conveyed by Memorial Glen shall not include title to water lines, sewer, [sic] lines, or any public utility lines in these easements or street.

The right of entry to any easement for the purpose of building, maintaining or repairing lines is expressly reserved and neither MEMORIAL GLEN or its assigns nor the operator of any public utility shall be liable for damage to any plant, structure, or building on such easement, because of any such construction, maintenance or repair.

(j) The raising or keeping of hogs, horses, poultry, fowles [sic], or other animals on any part of said MEMORIAL GLEN, SECTION THREE is strictly prohibited, except that dogs, cats or other household pets, not more than two (2) may be kept.

(k) Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

(l) No water well, septic system, or cesspool shall be permitted.

(m) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sole [sic], offered for sale, on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purposes in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code; regulation or instruction relating to or affecting the use or occupancy or possession of any of the said sites.

(n) No sign of any kind shall be displayed to the public view except one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a building [sic] to advertise the property during the construction and sales period.

(o) No oil drilling, oil development operations, oil refining, quarrying, or mining operation 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 derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

(p) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators [sic] or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(q) No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot.

(r) Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or deed of trust, or the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

(s) No part of said MEMORIAL GLEN, SECTION THREE, shall be conveyed to, owned by, leased to, used or occupied by any person other than of the white or Caucasian race, except that bona-fide servants of other races may occupy servants' quarters.

(t) Grass and weeds are to be kept down on all vacant lots to prevent any unsightly appearance. This is an obligation of the owner and is done at his expense.

(u) Each lot shall be subject 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

SECTION THREE MAINTENANCE FUND, to be paid by the owner of each lot in conjunction with the charges to be paid by owners of other lots in said SUBDIVISION. This maintenance charge shall be secured by a Vendor's Lien upon said lots and is to be paid annually on the first day of January of each year, in advance, to the respective SUBDIVIDER which originally subdivided and sold said lot, at its office in Houston, Texas, or its assigns or successors, with 6 % interest on any delinquent payments, and such annual charge may be adjusted by said corporation from year to year as the needs of the property may, in its judgment require, but shall in no event be set at a greater amount than five mills per square foot per year, and an annual balance sheet of this fund will be mailed to each owner of property in MEMORIAL GLEN, SECTION THREE.

The respective subdivider which sold said lot agrees to pay such maintenance charges for its unsold lots and to apply the total of the funds so collected, so far as they may be sufficient, toward the payment for maintenance of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging, and doing any other thing necessary or desirable in the opinion of said corporation to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of MEMORIAL GLEN, SECTION THREE. [sic] It is agreed that the decisions of said Subdivider shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue for a period of ten (10) years from date of filing of restrictions, and then shall continue for successive five (5) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County agreeing to the abandonment of such charges.

EXECUTED THIS 13<sup>th</sup> day of December, 1961.

[Attestation and notary clauses follow.]