



NAVD88 elevation of 66.10 feet. Raising the existing grade of any lot within Subdivision with fill dirt or other material is strictly prohibited, save and except grade increases to the actual foundational footprint of the dwelling.

**Maximum Roof Heights**

- b. The maximum height of the roof for any residential structure or improvement on any lot within the Subdivision shall not be more than thirty-six (36) feet measured from the top of the finished first floor of such structure or improvement to the top of such roof (exclusive of chimneys, which additional height, if any, shall not exceed five (5) feet, unless otherwise approved by the ARC). Ancillary non-residential structures (whether unenclosed or roofed) within the Subdivision (e.g., outdoor kitchens, pergolas, gazebos, sheds, etc.), shall not exceed seventeen (17) feet in height measured from the existing grade of the lot to the top point of such structure.

**Setbacks**

- c. The rear setback for the main residence dwelling on any lot within the Subdivision shall be twenty (20) feet as measured from the rear property line. The rear setback for the second story of the main residence dwelling shall be thirty (30) feet from the rear property line. The rear setback for garages, garage apartments and ancillary structures or improvements (e.g., outdoor kitchens, pergolas, gazebos, pools, sheds, etc.) shall be a minimum of five (5) feet from the rear property line. The front setback for a garage shall be twenty (20) feet as measured from the front face of the dwelling. Notwithstanding the foregoing, (i) the rear setback for the main residence dwelling or garage for lots on Hermitage Lane that border the Rustling Pines or Gaywood subdivisions shall be five (5) feet; (ii) the rear setback for the main residence dwelling for any cul-de-sac lots that do not border Terry Hershey Park shall be fifteen (15) feet for the first floor and twenty (20) feet for the second floor; and (iii) the rear setback for the main residence dwelling for lots that border Terry Hershey Park shall be five (5) feet.

**Garage Placement**

- d. All lots within the Subdivision shall maintain the existing placement of garages and driveways and shall not relocate such garage or driveway (e.g., north to south; east to west or from the other side of a corner lot).

**Maximum Garage Widths**

- e. The maximum permitted width of a garage and/or garage apartment shall not exceed (i) twenty-six (26) feet for lots under 9,000 square feet and (ii) thirty-four (34) feet for lots at or over 9,000 square feet (for corner lot garages and garage apartments, the foregoing limitations apply, however the measurement is based upon depth of the garage/garage apartment instead of the width of such structure).

**Garage Windows**

- f. Other than transom style windows with a base elevation of at least 6 ½ feet above the finished elevation of the second floor, no second floor window shall be allowed on the rear

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portion nor any portion of the garage that adjoins and/or overlooks a neighboring lot within the Subdivision. Permitted windows, other than transom style windows, may only overlook the backyard and driveway of the lot. The above restrictions do not apply to lots that border Terry Hershey Park, to the extent such second story windows face Terry Hershey Park.

**Impervious Cover**

- g. The maximum amount of Impervious Coverage, as herein defined, for each lot shall comply with the then applicable City of Houston ordinances (as may be amended from time to time). As such, owner shall provide the ARC with copies of all applicable documentation related to Impervious Cover as required by the City of Houston for plan approval.

**Drainage Plan**

- h. In addition to other required submittals, prior to commencing any new construction, a lot owner shall submit, or cause to be submitted, its drainage plan to the ARC. This drainage plan shall note the location and elevation of each catch basin and the connecting underground drainage pipes thereto. The purpose of this drainage plan is to demonstrate to the ARC that the owner is using reasonable efforts to capture and remove its rainwater and to funnel such water into the public right of way (the adjoining street). As such, each lot owner shall be responsible for removing all debris (pine needles, leaves, etc.) from its catch basins and drainage pipes on a regular basis in order for the system to perform at peak capacity. The ARC must approve the drainage plan as part of the new construction approval prior to the construction of any improvements. Within thirty (30) days of completion of the drainage system, as-built elevations shall be field verified and certified in writing to the ARC by a qualified surveyor that the final elevations are in substantial conformance with the approved drainage plan. To the extent the final elevations are not in substantial conformance with the approved drainage plan, the lot owner shall immediately rectify the nonconformance to the ARC's satisfaction.

**Architectural Review Committee**

- i. Memorial Glen Property Owners, Inc., acting as the architectural review committee (the "ARC") through 204.011(b) of the Texas Property Code, shall enforce the Subdivision's Restrictions, as amended herein.

**Deletion of Square Foot Maximum**

- j. In recognition of the above modifications, the current restriction on buildings over 4,500 square feet is hereby deleted from the Restrictions. The maximum building size shall comply with the then applicable City of Houston ordinances (as amended from time to time) and shall be governed by the applicable setback requirements for each lot category within the Subdivision.

**Exempted Building Plans from this Amendment**

- k. Any owner who submitted construction plans to the ARC prior to the recording date of this Amendment or who executed a construction contract with a builder for new construction

where such plans are in full compliance with the existing Restrictions and provided such contract (with confidential terms redacted as necessary) to the ARC prior to the recording date will not be subject to this Amendment so long as, (i) there are no material changes in the approved plans or (ii) such contract is still in effect and has not been terminated by either party.

2. Paragraph (s) of the Restrictions is amended and restated in its entirety to read as follows:

“(s) Intentionally deleted”

3. Except as set forth above, no further amendment to the Restrictions is made herein and the owners hereby ratify the Restrictions, as amended hereby, as valid covenants restricting the Subdivision.
4. All capitalized terms not herein defined shall have the meanings attributed to them in the Restrictions. To the extent of a conflict between this Amendment and the Restrictions, this Amendment shall control.
5. This Amendment shall be immediately effective upon the recording hereof in the Official Real Property Records of Harris County, Texas. This Amendment may be executed in any number of counterparts, all of which taken together, shall constitute one and the same agreement, and any of the parties to this Amendment may execute the Amendment by signing any of the counterparts.

*[Signature Pages Follow]*

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# Pages 33  
04/18/2018 08:58 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$140.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE 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 stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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