

WEST MEMORIAL SUBDIVISION  
SECTION 3

E249606

RESTRICTIVE COVENANTS

103-11-1155

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

For the purpose of creating and carrying out a uniform plan for the improvement and sale of WEST MEMORIAL SUBDIVISION, SECTION 3, an addition to Harris County, Texas, the Farm and Home Savings Association, a Missouri corporation duly authorized to transact business in the State of Texas, acting herein as owner, and the Fairlane Corporation, a Texas corporation, duly authorized to transact business in the State of Texas, acting herein as developer, said developer being chartered and duly authorized to engage in the business of the development of subdivisions and the building of homes, both owner and developer acting herein by and through their duly authorized officers, as the developers of WEST MEMORIAL SUBDIVISION, SECTION 3, desire to restrict the use and development of said property in order to insure that it will be a high quality restricted subdivision.

I

1850  
J

PROPERTY RESTRICTED: These restrictions shall apply to all of the lots in WEST MEMORIAL SUBDIVISION, SECTION 3, as shown by the Plat of said WEST MEMORIAL SUBDIVISION, SECTION 3, filed for record under Volume 212, Page 6, of the Map Records of Harris County, Texas, on the 21st day of November, 1973, in the Office of the County Clerk of Harris County, Texas. Property described in the aforesaid Plat as "Unrestricted Reserve" is expressly excepted from the effect of all restrictions and covenants herein contained, either express or implied, anything contained within this instrument to the contrary notwithstanding.

II

TERM OF RESTRICTIONS: These restrictions shall be covenants running with the land and shall be binding on all parties and persons owning any of the lots in said WEST MEMORIAL SUBDIVISION, SECTION 3, affected by these restrictions from the present time until December 31, 2010. The then owners of a majority of the lots affected by these restrictions (regardless of the square foot area of the respective lots) may, by a written instrument executed and filed of record not more than six months prior to December 31, 2010, or not more than six months prior to the expiration of any ten-year period after December 31, 2010, change these restrictions, covenants, and conditions in whole or in part as to all of said property, or as to any part therein. The execution of said written instrument shall include acknowledgements thereof in the manner entitling the same to be placed of record, but said instruments need not all be under one covenant but may be several different instruments. These restrictions shall automatically be renewed for successive ten-year periods of time after December 31, 2010, unless the aforescribed instrument signed by the aforescribed majority of the then owners of said lots has been recorded, agreeing to change said covenants as aforesaid in whole or in part.

III

STANDING OF PARTIES: These restrictions shall be binding upon each owner of any lot or lots affected thereby and each owner of

a lot affected by these restrictions shall have the right to enforce these restrictions in law or in equity against the person or persons violating or attempting to violate any such restrictions. If any of these restrictions are invalid or are declared invalid by any judgment of a court of competent jurisdiction, the same shall not affect any of the other restrictions or provisions hereof, but such other restrictions and provisions hereof shall remain in full force and effect as each restriction and provision hereof is separate.

IV

RESTRICTIONS

109-11-1156

1. All of the land covered herein subdivided into residential lots by dedicated plat, shall be used for residential purposes only, and no part of any lot affected hereby shall be used for any type of business or commercial endeavor. The word "lot" as used herein, shall specifically refer to a residential building site.
2. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot size shall be not less than seven thousand (7,000) square feet, which shall be the minimum size of any lot in West Memorial Subdivision, Section 3, and subsequent sections.
3. MASONRY: Masonry as used and required herein shall include brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction, but with it being understood that this other type of masonry construction does not include asbestos shingles or other similar fireproof boarding, and exterior walls and elevations as used herein, shall exclude gables, doors and windows.
  - a. The exterior walls of all residences shall be at least fifty (50) percent masonry.
  - b. The exterior walls on the street side elevations on all residences constructed on all corner lots shall be of masonry up to the window sills.
4. No trade or business and no noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and no cattle, rabbits, swine, horses, sheep, goats, or other livestock or fowl shall be kept on any part of said property but this shall not prohibit the keeping of dogs or cats as personal pets, but the keeping of such pets shall not be done in such a way as to be obnoxious or offensive to the neighborhood or the adjoining property owners.
5. No trailer, basement, tent, shack, garage, barn or other similar building erected on any of said property shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No structure shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling and a private garage. There may be servants' quarters in connection with the garage. The floor area of the main dwelling, exclusive of porches, garages, and servants' quarters, shall contain not less than 1,500 square feet in

the case of a one-story dwelling and not less than 1,650 square feet in the case of a two-story dwelling, with Cape Cod Architecture or other one and one-half story architecture designs being classified as two stories. Any dwelling which does not comply with these provisions shall be made to comply or shall be removed from said lot by an action instigated by the Architectural Control Committee of said West Memorial Subdivision.

7. 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 materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. Approval, therefore, shall be as provided in Paragraph 20 hereof.
8. No building shall be located nearer to the front line or nearer to the side street line than the building set-back lines as shown on the recorded plat. No building shall be located nearer than five (5) feet to any inside lot line except that the said line restriction shall not apply to a detached garage or other out-building. Detached garages, or other out-buildings shall be located at least three (3) feet from the side line. No main dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For purposes hereof, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any encroachment upon any other lot.
9. No fence, wall, hedge, or mass planting shall be permitted to be nearer to any street than the minimum set-back lines, except on corner lots where the side fence may be five (5) feet nearer the street than the building set-back line. No fence over six (6) feet in height shall be permitted unless approved by Architectural Control Committee.
10. 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, or signs used by a builder to advertise the property during the construction and sales period.
11. 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 derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, provided, however, that the existence of the present facilities and activities in connection therewith on pipe line easements shown on said plat shall not be deemed a violation of this restrictive covenant.
12. 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 or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

109-11-1157

13. No building, trailer, mobile home, metallic building, whether permanent or temporary, whether a residence or otherwise, shall be moved on to a lot affected hereby. Further, no truck, trailer, automobile, or other similar type structure or vehicle may be parked or abandoned in the street, driveways, yards (front or back) anywhere in West Memorial Subdivision, Section 3, as controlled by these restrictions. Violation of this condition shall empower the West Memorial Civic Association to cause the removal of said abandoned or parked vehicle or structure and any cost therein incurred by said association may be charged by said association upon the owner of such removed property, or in the alternative, upon the owner of any lot or land upon which said illegally located offensive material was found.
14. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Until a home or residence is built on a lot, the undersigned, or their representatives, may at their option have the grass, weeds, and vegetation cut when and as often as the same is necessary in their judgment, and may have dead trees, shrubs, and plants removed from the property, and the owner of said lot or tract of land shall be held by the acceptance of a deed thereto to be obligated to pay and reimburse them for the cost of such work.
15. An easement for utility installations and maintenance thereof, as well as ingress and egress to said easements is expressly retained by grantors, for the use of grantors, their assigns, or any other authorized utility company representative, to make such installations and maintain the same is reserved over the property and the easements affecting said lots are reserved as shown on said recorded plats and in accordance with same, whether such easement is over the rear property line or over the side property line. Said utility easements are for all utilities now or hereinafter to be installed in said locations according to custom and usage from time to time. The utilities may be placed upon the streets as designated on said plats, so that said streets may be used for permanent or temporary utility services as well as for traffic and other normal street purposes.
16. The undersigned or other owner of any lot or lots in said subdivision may make more onerous restrictions in any deed to any particular lot increasing the floor space required for such particular lot or making any other changes in these restrictions which are more severe and more onerous than the restrictions herein contained with reference to said lot with such increased restrictions to be incorporated in the deed or other instrument at or prior to the time of sale and passing of title.
17. Violation of any restriction, condition, or covenant affecting any lot as provided for therein shall give the undersigned the right to enter upon such property where said violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass and the remedy provided for herein shall be cumulative of and in addition to all other remedies which the undersigned may have, and not in lieu thereof, and shall be affected by these restrictions and covenants.

109-11-1158

109-1-159

- 18. Each kitchen in each dwelling or living quarters with kitchen facilities situated on any lot shall be equipped with a garbage disposal unit which shall at all times be kept in a serviceable condition.
- 19. No truck, bus or trailer, shall be left parked in the street in front of any lot except as construction or repair equipment while a house or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer, shall be left parked in any driveway or other portion of the lot exposed to public view. No automobile repairing or overhauling shall be carried on, on any lot in such a manner as to detract from the appearance of the neighborhood nor shall inoperative cars or vehicles of any kind be kept or stored on any lot so as to be visible from the street or in any street or alley-way. Commercial vehicles or buses shall not be parked in any drive, street, or alley-way.
- 20. No spiritous, vinous, or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any lot, nor shall any lot be used for illegal or immoral purposes.
- 21. No radio or television aeriels or antennas shall be erected or maintained on any lot forward of the front building line or encroaching upon another lot.
- 22. No permanent clothes line which may be viewed from a street shall ever be installed or maintained on any lot.
- 23. 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 five (5) feet into the street right-of-way and/or street curbs at corner lots.
- 24. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of West Memorial Subdivision, Section 3, without the written approval of the Architectural Control Committee.
- 25. The Architectural Control Committee shall have the absolute right to modify or amend these restrictions as they pertain to building lines, easements, lot address and direction of face, in its discretion, but no such modification of restrictions shall be valid unless made in writing, in recordable form, and signed by a majority of the committee.
- 26. ARCHITECTURAL CONTROL COMMITTEE: Membership of the Architectural Control Committee is composed of the following persons:

<u>NAME</u>	<u>ADDRESS</u>
John R. Howard	3200 Kirby Drive, Houston, Texas
Frank H. Howard, Jr.	1922 Stebbins, Houston, Texas
Jesse C. Brown	2824 Quenby, Houston, Texas

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall

have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Five (5) years after the date of this instrument, the then record owners of the majority of the lots affected hereby shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

27. Any party interested in building in West Memorial Subdivision, Section 3, must present complete plans and specifications of said proposed building to the Architectural Control Committee for approval. Said plans and specifications must be submitted with a written request for approval thereof. If the Architectural Control Committee fails to respond in writing to the applicant within thirty (30) days, said plans and specifications shall be deemed as acceptable to the Architectural Control Committee and no suit or action to enjoin the construction as described in said plans and specifications, nor to destroy or remove said construction in accordance with said plans and specifications shall be authorized under these restrictions. Should the Architectural Control Committee, in a writing signed by a majority of said committee, disapprove of said construction application by said applicant, within thirty (30) days from the date of said application, then all of the powers of law and equity, whether specifically described in this instrument or not, shall then be available to said Architectural Control Committee, or any other party withstanding to enforce these restrictions, as described in paragraph Roman Numeral III herein, if a building be constructed, or construction be commenced, upon any structure on any lot affected by these restrictions, without an application for approval or disapproval being submitted in writing to said Architectural Control Committee, the power granted said Architectural Control Committee hereunder, or any other party withstanding to enforce these restrictions, in law or in equity, whether specifically described in these restrictions or not, may remove or cause to be removed, destroy, or cause to be destroyed, modify or cause to be modified, all as described more fully herein above, any defect or unqualified improvement. Expressly providing, however, that when said unqualified or defective construction or improvement is called to the attention of a majority of the members of said Architectural Control Committee, said committee or any other party withstanding to enforce these restrictions, must do so within two (2) years from the date of said discovery, or such unqualified or defective construction or improvement shall be deemed to have been approved by said Architectural Control Committee and no further remedy for the correction thereof will lie.

V

WEST MEMORIAL CIVIC ASSOCIATION

These subdivision restrictions shall also incorporate the ratification of the inclusion of West Memorial Subdivision, Section 3, in the West Memorial Civic Association.

The undersigned parties, being all of the Owners of lots in West Memorial, Section 3, a subdivision in Harris County, Texas, do hereby include in these restrictions imposed upon West Memorial, Section 3, the following provisions:

109-11-1160

MAINTENANCE FUND

1. **DEFINITIONS:** "Lot" shall mean and refer to the lots of land shown upon the recorded subdivision map of the properties excluding the unrestricted reserves as shown thereon said unrestricted reserves being expressly excepted from the effect of these restrictive covenants.

"Declarant" shall mean and refer to The Fairlane Corporation, a Texas corporation, chartered for the development of subdivisions and the building of homes, acting by and through its duly authorized officers, owners and developers of West Memorial Subdivision, Section 3, joined by the Farm and Home Savings Association of Nevada, Missouri, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. **ANNUAL MAINTENANCE CHARGE:** Each lot in West Memorial, Section 3, is hereby subject to an annual maintenance charge and maximum annual assessment not to exceed \$6.50 per month or \$78.00 per annum to create a "maintenance fund".
3. **PAYABLE:** The maintenance charge and assessment will be payable monthly as it accrues by the owner of each lot within West Memorial Subdivision, Section 3 to West Memorial Civic Association, or its designated agent, on or before January 1, 1974, and on or before January 1 of each succeeding year to commence as to all lots on the first day of the month immediately following the conveyance of the first lot to an owner and thereafter during the period in which these restrictions are in force. The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by West Memorial Civic Association or its successor committee as the needs of the subdivision may in the judgment of that association or its successor committee require provided that such assessment will be uniform and in no event will such assessment or charge exceed \$6.50 per lot per month or \$78.00 per lot per year except as hereinafter provided for increase of the maximum annual assessment. Annual assessments may be payable monthly and the first annual assessment may be adjusted according to the number of months remaining in the calendar year and the due dates established by the West Memorial Civic Association, or its successor committee. The West Memorial Civic Association, or its successor committee, upon demand, and for a reasonable charge, will furnish a certificate setting forth whether the assessments on a specified lot have been paid.
4. **INCREASE OF 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 Seventy-Eight Dollars (\$78.00) per lot.

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than three (3) percent above the maximum assessment for the previous year without a vote of the membership.

191-1-161

From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

5. **UNIFORM RATE OF ASSESSMENT:** Assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis. The Declarant or developer shall pay fifty percent (50%) of the homeowner's assessment on building sites ready for construction or improvements such payment to continue until the lot is sold to a homeowner. The developer or Declarant will not be obligated for payments on undeveloped lots.
6. **EFFECT OF NONPAYMENT OF ASSESSMENTS:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.
7. **REPLACEMENT OF COMMITTEE:** When seventy-five percent (75%) of the lots in West Memorial, Section 3, and all succeeding sections are sold, the owners of the lots may create a committee or form a nonprofit corporation which shall replace West Memorial Civic Association in the collection of this maintenance fund and performance of the duties and purposes for which the fund is established.
8. **PURPOSE:** All funds collected by West Memorial Civic Association or its successor committee in accordance with these provisions shall be used for the purpose of maintaining the streets, public parks, drainage ditches and walks, or any other facilities which are made or maintained for the benefit of the subdivision as a whole. The uses and benefits which may be provided by West Memorial Civic Association or its successor committee at its sole option depending upon the funds available and prevailing circumstances, may include but are not limited to, any and all of the following: Maintaining public parks, parkways, rights-of-way, easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish etc., payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance fund and assessment, caring for vacant lots, providing for payment and maintenance of street lights, grass cutting, and doing any other thing or things necessary or desirable to keep the property in the subdivision neat and in good order and to do those things which in the opinion of the West Memorial Civic Association or its successor committee are considered of general benefit to the owners or occupants of the property. It is understood that the judgment of West Memorial Civic Association or its successor committee in the expenditure of these maintenance funds shall be final and conclusive so long as such judgment is exercised in good faith.

109-1-1162



- 109-1-1163
9. LIEN: An express lien is hereby granted to West Memorial Civic Association or its successor committee to secure payment of the maintenance charge but the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any 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 became due prior to such sale or assessments as to payments which became 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.
  10. ADDITIONAL PROPERTIES: The proceeds of the maintenance fund may be used for the use and benefit of lot owners and residents in other and subsequent sections of West Memorial provided, however, that each future section to be entitled to the benefit of this maintenance fund, must be impressed with and subject to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed by these restrictions, and further made subject to the jurisdiction of West Memorial Civic Association or its successor committee. Annexation of additional sections revives the class B membership and voting rights provided for in paragraph 12.
  11. RIGHT TO INSPECT BOOKS: The owner of any residential lot shall have the right to inspect the books and records of West Memorial Civic Association or its successor committee at any reasonable time.
  12. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION: Every owner of a lot which is subject to assessment shall be a member of West Memorial Civic Association, a nonprofit corporation, whose initial Board of Directors is comprised of John R. Howard, Jesse Brown and Frank H. Howard, Jr. and the street address of the initial registered office of the corporation is 3280 Kirby Drive, Houston, Texas, and the name of its initial registered agent at such address is John R. Howard. In the event West Memorial Civic Association is replaced by a successor committee, the right to membership provided herein shall cease but every owner of a lot subject to assessment through the successor committee shall be entitled to a vote in connection with the administration of the fund by the committee. Membership in West Memorial Civic Association is not limited to those subjected to this assessment but the association may accept other members and operate for broad civic purposes in accordance with its charter and by-laws. The West Memorial Civic Association will maintain a separate "maintenance fund" for the management and disbursement of funds provided for by these restrictions. The West Memorial Civic Association has designated its initial Board of Directors listed herein as the original committee to administer the maintenance fund.

The West Memorial Civic Association will have two classes of membership being Class A and Class B.

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one 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 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 the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (b) On January 1, 1978.

The annexation of subsequent sections of West Memorial Subdivision entitles the Class B members to votes in the association for administration of the maintenance fund as to all sections of West Memorial Subdivision so that the total votes outstanding in the Class A membership shall not equal or exceed the total votes outstanding in the Class B membership until the completion of development by Declarant of the last section of the subdivision. Should the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership in any section, then the annexation of any subsequent section will revive the Class B membership and voting rights of the Declarant.

109-11-1164

- 13. **FHA/VA APPROVAL:** As long as there is a Class B membership, amendment to these restrictive covenants and any dedication of common area will require the prior approval of the Federal Housing Administration or the Veterans Administration.
- 14. **ENFORCEMENT:** These covenants may be enforceable by the individual homeowners and shall be binding upon each owner of any lot or lots affected by these restrictions and each owner of a lot so affected shall have the right to enforce these restrictions in law or in equity against the person or persons violating or attempting to violate any such restrictions.

Except as amended, modified and changed hereby, said restrictions are ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, we the undersigned in the capacity stated do execute and acknowledge these subdivision restrictions this the 12 day of August, 1974.

FARM AND HOME SAVINGS ASSOCIATION OF NEVADA, MISSOURI

ATTEST: [Signature]  
Assistant Secretary

[Signature]  
Charles A. Fisher, Vice-President

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. Fisher, Vice-President, Farm and Home Savings Association of Nevada, Missouri, a 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 considerations therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas, this the 12 day of August, 1974.

[Signature]  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

ATTEST:

[Signature]  
Assistant Secretary

[Signature]  
John R. Howard, President

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared John R. Howard, President, The Fairlane Corporation, a 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 considerations therein expressed and in the capacity therein stated and as the act and deed of said corporation.

109-11-1165

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas, this 27th day of August, 1974.



[Signature]  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

WEST MEMORIAL ARCHITECTURAL CONTROL COMMITTEE

[Signature]  
John R. Howard

[Signature]  
Frank H. Howard, Jr.

[Signature]  
Jesse C. Brown

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared John R. Howard, a member of the West Memorial Architectural Control Committee, 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 considerations therein expressed and in the capacity therein stated and as the act and deed of said West Memorial Architectural Control Committee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas, this 27th day of August, 1974.




[Signature]  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Frank H. Howard, Jr., a member of the West Memorial Architectural Control Committee, 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 considerations therein expressed and in the capacity therein stated and as the act and deed of said West Memorial Architectural Control Committee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas,  
this the 7th day of August, 1974.


  
Lynn Bellera  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

109-11-1166

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Jesse C. Brown, a member of the West Memorial Architectural Control Committee, 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 considerations therein expressed and in the capacity therein stated and as the act and deed of said West Memorial Architectural Control Committee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Houston, Texas,  
this the 7th day of August, 1974.

  
Lynn Bellera  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

JOINER

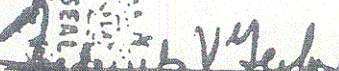
The following parties as owners: R. A. Brown, Trustee; Albert E. Fridkin, Trustee; and Raymond J. Kaufman, Trustee, acting in their capacities as trustees; and Tom Peacock, Jr., Don R. Mullins, Sam W. Love and John H. Baker, individually; and the following parties as owners and holders of liens against the property restricted: Tom Peacock, Jr. and Sam W. Love and Farm and Home Savings Association of Nevada, Missouri, and Gibraltar Savings Association; said property being set out in the foregoing Restrictive Covenants; in consideration of the added creation and implementation of the uniform plan for development of West Memorial Subdivision Section 3, join in the execution of these Restrictive Covenants as evidence of their ratification and acceptance.

OWNER AND LIENHOLDER

FARM AND HOME SAVINGS ASSOCIATION  
OF NEVADA, MISSOURI

109-1-1167

ATTEST

  
Frederick V. Gleber,  
Assistant Secretary


  
Charles A. Fisher, Vice-President

WITNESS our hands in Houston, Harris County, Texas.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. Fisher, Vice-President, and Frederick V. Gleber, Assistant Secretary, of Farm and Home Savings Association of Nevada, Missouri, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of August, 1974.

  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

OWNERS

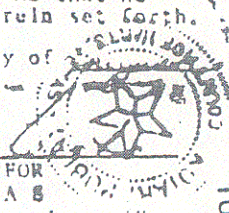
 this 13 day of August, 1974.  
R. A. Brown, Trustee

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared R. A. Brown, Trustee, 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 set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of July, 1974.

NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S



Albert E. Fridkin, Trustee this 26<sup>th</sup> day of July, 1974.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Albert E. Fridkin, Trustee, 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 considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of July, 1974.

NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S



Norman A. Gremuth  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

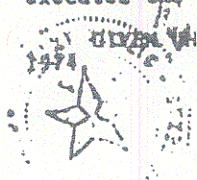
Raymond J. Kaufman, Trustee this 26<sup>th</sup> day of July, 1974.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Raymond J. Kaufman, Trustee, 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 considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of July, 1974.

NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S



Norman A. Gremuth  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

109-1-1168

Tou Peacock, Jr.

this 19th day of August, 1974.

Sam W. Love

this 12th day of August, 1974.

Don R. Mullins

this 29th day of August, 1974.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Don R. Mullins, 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 considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of August, 1974.



Leta J. Ayres  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

John H. Baker

this 29th day of August, 1974.

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared John H. Baker, 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 considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of August, 1974.



Leta J. Ayres  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

109-11-160

LIENHOLDERS

GIBRALTAR SAVINGS ASSOCIATION

ATTEST:

Edgar Montieth  
Edgar Montieth, Secretary

Hilton Cowden  
Hilton Cowden, Senior Vice-President

Tom Peacock, Jr.  
Tom Peacock, Jr.

Sam W. Love  
Sam W. Love

109-11-1170

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Hilton Cowden, Senior Vice-President, and Edgar Montieth, Secretary of Gibraltar Savings Association, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and the capacity therein and herein set out, and as the act and deed of said corporation.



BY MY HAND AND SEAL OF OFFICE this 14th day of August,

Nita Chessher  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
NITA CHESSHER  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Tom Peacock, Jr., 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 considerations therein expressed and the capacities as owner and lienholder therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of August, 1974.

Nita Chessher  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS































THE STATE OF TEXAS I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Sam W. Love, 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 considerations therein expressed and the capacities as owner and lienholder therein and herein set out.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of August, 1974.



Donald A. Golden  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, T E X A S

109-11-1171

109-11-1172

		<p>WEST MEMORIAL SUBDIVISION SECTION 3 RESTRICTIVE COVENANTS</p>	<p><i>Please return to</i></p> <p>EDWARD V. HERRINGTON ATTORNEY AT LAW HOUSTON, TEXAS 77001</p> <p><i>711 FANNING SUITE 708</i></p>
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STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED to the Public Records on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of said County of Harris County, Texas on

SEP 6 1974



*Robert J. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

SEP 11 1974  
COUNTY CLERK  
HARRIS COUNTY, TEXAS