

DEED RESTRICTIONS

122-51-0731

Amode
P145597

Volume 3213 Page 370
Deed Records of
Harris County

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1649086
KNOW ALL MEN BY THE PRESENTS

03/23/93 00045786 P145597 \$ 13.00

THAT the undersigned, being duly elected officers of the Memorial Way Civic Club, representing the Memorial Way Addition, do hereby amend and restate the original Deed Restrictions of Memorial Way Addition dated the 4th day of June, A.D. 1956, and adopt, establish and impose the following restrictions for all of said lots in Memorial Way Addition:

1. No lot shall be used except for residential purposes. A single family dwelling of one, one and one half, or two stories may be erected on any lot in said Addition.

2. Each lot owner shall, at his sole cost and expense, maintain and repair his lot, the dwelling, and any improvements thereon, keeping the same in good condition and repair.

3. The owner or occupant of each lot shall at all times keep all weeds, shrubbery, and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements thereon.

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4. Passenger cars and trucks three-quarters of a ton or smaller shall be parked only on paved or graveled driveway areas intended for this use. Vehicles shall not be parked in yards at any time. Street curbside parking for a period not to exceed twenty-four (24) hours is available but should be limited to the front of the lot owned.

5. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed and operable, boats, trailers, campers, motor or mobile homes, or other vehicles shall be permitted to be permanently parked in any location visible from the street, or on any street.

6. No long term repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any unenclosed portion of the lot visible from the street. Long term is defined as any period of more than twelve (12) hours in a twenty-four (24) hour period.

7. Exterior seasonal decorations shall not remain displayed after said season has passed.

8. Garages and outbuildings that are appurtenant to a residence may be erected on each building site upon which a main building has been erected. The use of any residence for a nursing home, hospital or any commercial or professional purpose shall be expressly prohibited.

9. No garages, outbuilding or servant's quarters shall be more than one story, unless the main residence is more than one story, in which event the garages, outbuildings or servant's quarters may be the same height as the main residence.

10. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. In any event, no building shall be placed on any building plot nearer than 25 feet to the front line or nearer than 10 feet from any side street line. The word "building" or "residence" as used herein, with reference to building lines, shall include galleries, porches, portecocheres or any other pertinent part of the improvements, except a parapet wall, steps or the extension of the eaves of a roof. A building or residence may be erected on a building site of more than one platted lot in which event the outer property lines shall be considered the side lot lines provided that the frontage of said building site shall be not less than the minimum frontage of lots in the same block facing the same street.

11. No building, except a detached garage or other outbuilding located 65 feet or more from the front lot line, shall be located nearer than 7½ feet to any side lot line.

12. No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet and a width of less than 75 feet at the front building setback line.

13. In addition to the provision numbered one herein, which provides that each lot shall be used for residential purposes only, and in order to emphasize said provision, that in addition thereto, no lot or improvements thereon shall be used for any obnoxious or offensive activity nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. Garage and yard sales are strictly limited to a maximum of two such sales per residence per calendar year with a duration of not more than three (3) consecutive calendar days.

15. No trailer, basement, tent, shack, garage, barn, or other out-building erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The erection and use of outside toilets is strictly prohibited.

16. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than fourteen hundred (1400) square feet.

17. No sign of any kind shall be displayed to the public view on any lot except a Memorial Way Civic Club sign and one sign of not more than five square feet advertising the property for sale or rent.

18. 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No dog shall be allowed to be at large without the owner or person in charge thereof having direct physical control over such dog.

20. 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 other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

21. Easements affecting all lots in the addition are reserved as shown on the plat for utility installation and maintenance.

22. No fences shall be erected or maintained beyond the front building line of any tract.

23. No cesspool, septic tank or other type of sewage container shall ever be dug, used or maintained on any tract and no water wells shall be dug, constructed or maintained on any tract.

24. The exterior materials of the main building on any lot or plot shall be of brick, masonry, stone or their equivalents, and frame materials, but shall not be constructed in its entirety of frame materials. The plans, specifications and design of the main building shall be controlled by the Architectural Control Committee, as provided for herein.

25. 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 finish grade of elevation.

26. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.

27. The Architectural Control Committee shall consist of one member resident in each of the 600, 700, 800, and 900 blocks of Wycliffe Drive and shall be nominated and elected by the membership. If a representative from each block is not available, the Committee shall be made up of four (4) available member residents. There is no limit to the term served by the member residents. The President shall be the fifth member of the Committee and shall serve for the duration of his term as President of the Civic Club.

Any resident or property owner wishing to erect, place, alter any building exterior, or place any appurtenance on any lot in the 600, 700, 800, or 900 blocks of Wycliffe Drive shall notify the Executive Committee of the Civic Club before proceeding with any construction or alteration other than normal upkeep and repair. Copies of plans and specifications for the work, and in the case of major alterations to the front of any building, an elevation drawing shall be submitted for review and approval.

28. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to

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the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however must be constructed in compliance with all of the other restrictive covenants herein stipulated.

29. The undersigned officers, representing the owners, reserve the right to impose further restrictions on any lot or lots by an appropriate written instrument or by deed duly executed and filed for record in the Office of the County Clerk of Harris County, Texas. Such additional provision, however, shall not remove the restrictions herein set forth, but shall be cumulative thereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part, by executing and acknowledging an appropriate agreement, and filing same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 2013, or at any time prior to the expiration date of any successive ten-year period thereafter.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In addition to the above-stated remedies, violations of these covenants shall subject the property owner to reasonable censure or costs of reimbursement as reasonably established by the Executive Committee, as defined in the By-Laws of the Memorial Way Civic Club.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11-4302-
122-5T-0735

The undersigned officers, representing the owners, of
the Memorial Way Civic Club, being duly elected, here now by the
execution of this instrument, subordinates its indebtedness to
the restrictions as stipulated in the instrument, and gives
its consent to the restricting of the property as provided
herein.

EXECUTED at Houston, Texas, this 15th day of

MARCH, A.D. 1993.

RET

MEMORIAL WAY CIVIC CLUB
P.O. Box 19723
Hno, Tx 77224-9723

Thomas F. Patton
Thomas F. Patton
President

Hugh M. Jackson
Hugh M. Jackson
Vice President

Sarah R. O'Dell
Sarah R. O'Dell
Secretary

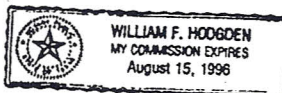
Martha Jorgensen
Martha Jorgensen
Treasurer

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day
personally appeared THOMAS F. PATTON, HUGH M. JACKSON, SARAH R.
O'DELL AND MARTHA JORGENSEN, 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th
day of MARCH, A.D. 1993.

William F. Hoogden
Notary Public in and for
Harris County, Texas



copy 100

1122-51-0736

Quit Release
COUNTY CLERK
HARRIS COUNTY TEXAS

93 MAR 23 PM 1:11

FILED

THIS OFFICE HAS BEEN ADVISED THAT THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that the following was FILED in the Public
Records of the County of Harris, Texas, on the 23rd day of March, 1993.
The Official Public Records of that Property of
Harris County, Texas.

MAR 23 1993



Quit Release
COUNTY CLERK
HARRIS COUNTY, TEXAS