

MEMORIAL WOODS TOWNHOUSES
OWNERS' ASSOCIATION, INC.

BY-LAWS AND DEED RESTRICTIONS

MAR 22 1979

ARTICLES OF INCORPORATION OF
MEMORIAL WOODS TOWNHOUSES OWNERS' ASSOCIATION, INC.

John Wassdorf
Attorney, Corporation Division

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is MEMORIAL WOODS TOWNHOUSES OWNERS' ASSOCIATION, INC., hereinafter known as the "Corporation".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

To administer, enforce, and otherwise implement, in any and all ways, the maintenance and operation of Memorial Woods Townhouses, a Subdivision in Harris County, Texas, recorded in Volume 179, Page 106 of the Map Records of Harris County, Texas, and to administer, enforce, and otherwise implement, in any and all ways, all restrictive covenants relating to said subdivision, including without limitation those certain Restrictions for Memorial Woods Townhouses recorded under Film Code Number 163-28-1634 in the Official Public Records of Real Property of Harris County, Texas.

To consent, approve, grant permission, and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision.

To promote and supervise the beautification, care, maintenance, and upkeep of said subdivision.

In general, to carry out any other activity in connection with the foregoing and to have and exercise all the powers conferred by the laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE V

The street address of the initial registered office of the corporation is Suite 1414, 2100 West Loop South, Houston, Texas and the name of its initial registered agent at such address is John G. McDonough.

ARTICLE VI

The number of directors constituting the initial board of directors of the corporation is three (3) and the names and addresses of the persons who are to serve as the initial directors (or trustees) are:

<u>Name</u>	<u>Address</u>
Mr. Ted Roggen	10110 Memorial Drive Houston, Texas 77024
Mr. Jackie Proler	10114 Memorial Drive Houston, Texas 77024
Mrs. E. Rogers Kemp	10162 Memorial Drive Houston, Texas 77024

ARTICLE VII

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Rita J. Edwards	2100 First City Nat'l. Bank Building Houston, Texas 77002
J. Brian Sokolik	2100 First City Nat'l. Bank Building Houston, Texas 77002
John G. McDonough	Suite 1414, 2100 West Loop South Houston, Texas 77027

ARTICLE VIII

The Corporation may have one or more classes of members, the designation of such class or classes, the manner of election and appointment, and the qualifications and rights of the members of each class shall be set forth in the by-laws of the Corporation.

IN WITNESS WHEREOF, we have hereunto set our hands, this 8th day of MARCH, 1979.



RITA J. EDWARDS



J. BRIAN SOKOLIK



JOHN G. MC DONOUGH

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, M. C. Pixley, a Notary Public, do hereby certify that on this 8th day of March, 1979, personally appeared before me, RITA J. EDWARDS and J. BRIAN SOKOLIK, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

M. C. PIXLEY
Notary Public, Harris County, Texas
My Commission Expires: 9-18-80

M. C. Pixley
Notary Public in and for
Harris County, Texas
My commission expires: 9-18-80

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, Charida Wright, a Notary Public, do hereby certify that on this 2nd day of March, 1979, personally appeared before me JOHN G. MC DONOUGH who being by me first duly sworn declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Charida Wright
Notary Public in and for
Harris County, Texas
My commission expires: 4-30-79

BY-LAWS

OF

MEMORIAL WOODS TOWNHOUSES OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is MEMORIAL WOODS TOWNHOUSES OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 10110 Memorial Drive, Houston, Texas 77024, or as designated from time to time by a majority vote of the Directors, but meetings of Members and Directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

MEMBERS, MEETINGS, AND VOTING RIGHTS

Section 1. Composition and Powers. Every owner of a townhouse in Memorial Woods Townhouses, a Subdivision in Harris County, Texas (a "Townhouse"), shall be a Member of the Association and shall continue to be a Member for so long as he owns a Townhouse. If more than one person or entity owns a Townhouse, only one of such owners shall be a Member, which designation shall be made by a majority vote of all such owners, and shall be specified in a written notice to the Board of Directors of the Association by such owners. The foregoing is not intended to include persons or entities holding an interest in a Townhouse merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of any Townhouse. Except as otherwise provided in these By-Laws, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days' prior written notice to the Members, by the initial Board of Directors of the Association. Such meeting shall be called no later than the earlier to occur of (i) October 28, 1979, or (ii) within sixty (60) days after all of the Townhouses have been conveyed by deeds duly executed, acknowledged, delivered, and recorded.

OR EARLIER

(b) Thereafter, the annual meeting of the Members shall be held on the second Tuesday of January each year at 7:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten (10) Members.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand, distributing such written notice to the residence of each number, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast fifty (50) percent of the votes in the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation or these By-Laws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Townhouse.

Section 7. Voting. Each Member shall have one vote or votes in the Association.

Such notice as referred to herein, may also be provided at least 72 hours before the start of the meeting by:
(a) posting a notice in a conspicuous manner in a place located on the Common Area of the Memorial Woods Townhouses; or
(b) on any internet website maintained by the Association or any internet media; it being each homeowner's duty to keep an updated e-mail address registered with the Association. (Amendment adopted in 2013)

ARTICLE III

BOARD OF DIRECTORS

Section 1. Composition. Until the earlier to occur of (i) October 29, 1979, or (ii) sixty (60) days after all of the Townhouses have been conveyed by deeds duly executed and recorded, the affairs of the Association shall be managed by a Board of three (3) Directors named in the Articles of Incorporation. After such date the affairs of the Association shall be managed by a Board of five (5) Directors elected by the Members. Directors need not be Members of the Association.

Section 2. Nomination. Nominations for election to the Board of Directors shall be made by the Members from the floor at the annual meeting. As many nominations for election to the Board of Directors shall be made as required to fill the number of vacancies on the Board. Such nominations may be made from among Members or non-Members.

Section 3. Election. At the election to the Board of Directors, the Members or their proxies may cast one vote in respect to each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Prior to the election of the Board of five (5) Directors provided for in Section 1 of Article III hereof, no Director shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Quorum. A majority of members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board of Directors. A vote of the Directors shall be valid if concurred in by a majority present at a meeting.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 8. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors may determine. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 9. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Articles of Incorporation and these By-Laws.

(c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

ARTICLE IV

OFFICERS AND THEIR DUTIES

Section 1. Election of Officers. The officers of the Association shall be the President, one or more Vice Presidents, Secretary, and Treasurer, and, in addition thereto, in the discretion of the Board of Directors, such other officers with such

duties as the Board of Directors shall from time to time determine. All officers shall be elected annually by the Board of Directors as the Board of Directors may determine. All officers shall serve until their successors shall have been elected or until they have been removed or have resigned. All officers shall be subject to removal at any time by the Board of Directors. The Board of Directors may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may simultaneously hold more than one of any of the offices, except the offices of President and Secretary. Any officer absent at three (3) consecutive meetings of the officers convened to conduct business of the Association, shall be deemed to have forfeited that officer's office and the Board shall elect a successor.

Section 2. The President. The President shall preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds, and other written instruments that have been approved by the Board of Directors or pursuant to the authority granted by the Board of Directors.

Section 3. The Vice Presidents. Each Vice President shall have such power and duties as may be assigned to him by the Board of Directors. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice President shall perform the duties of the President. Such authority to act for the President shall inure to the Vice Presidents in the order of their numerical designation by the Board of Directors.

Section 4. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings in conformity with these By-Laws; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

Section 5. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE V

COMMITTEES

In addition to the committees provided for in the Declaration and the By-Laws, the Board of Directors may appoint such other committees as may be deemed appropriate by the Board.

ARTICLE VI

CORPORATE SEAL

The Association may have a seal in the form prescribed by the Board of Directors.

ARTICLE VII

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules, and Regulations. Each Member shall abide by the By-Laws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state, and federal government having jurisdiction over the Townhouses.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 75% of the members present, in person or by proxy, so long as notice of the proposed By-Law change was given to the Members at least ten (10) days in advance of the meeting. If any such amendment affects the rights of Mortgagees, the consent of 75% of the Mortgagees (based upon one (1) vote for each Mortgage held) shall also be required.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control.

10/29/79

The Restrictions shall be extended automatically for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the then owners (one vote per lot) appearing of record between January 1 and April 30 of the last year of any of said periods, it is agreed to change the Restrictions in whole, or in part; provided, however, if any house in the Subdivision is built on more than one Lot, the owner(s) of said house shall nonetheless only have one vote for all purposes of these Restrictions.

If any person or entity shall violate or attempt to violate any of the Restrictions, it shall be lawful for any person or persons owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the Restrictions and either to prevent him or them from so doing, or to recover damages for such violation.

Violation of any of the Restrictions, shall give the Limited Partnership the right of entry, without committing a trespass, to the violating property in order to remove or abate such violation and charge the expenses thereof to the owner, which expense shall be secured by a lien on the property.

1. (a) No Lot, nor the Common Area, except as herein-after noted, shall be used except for single family residential purposes. The term "single family residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, and all commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited.

(b) The term "single family residence purposes" as used herein shall include single family dwellings including townhouses, and structures and improvements incidental thereto

and used in connection therewith, such as streets, garages, carports, maintenance and equipment buildings, swimming pools, a clubhouse, and sale or management offices.

(c) For the purposes hereof, "townhouses" means attached, semi-detached or detached buildings, each designated for single family occupancy.

2. (a) No building shall be erected, placed or altered on any lot in the Subdivision until two (2) sets of building plans, specifications and plot plan, showing the location of such buildings have been approved in writing as to conformity and harmony of external design and existing structures in the Subdivision, by an Architectural Committee composed of three (3) members designated by the Limited Partnership (the "Committee"). In the event of death or resignation of any member of said Committee the Limited Partnership shall appoint a replacement. In the event the Committee fails to approve or disapprove such designs and locations within thirty (30) days after such plans and specifications have been submitted to it, such approval shall be deemed given. The members of the Committee designated by the Limited Partnership shall continue until such time as all the Lots have been deeded by the Limited Partnership to individual owners, whereupon the Architectural Committee shall then resign and assign its powers and duties to any three Lot owners, or to any persons or entity designated by the entity then having title to the Common Area (the "Common Area Owner"). All action taken by the Committee shall be by majority vote of its members. After the resignation of the Committee referred to above, vacancies thereon shall be filled by designation of the remaining member or members or pursuant to regulations and rules, if any, of the Common Area Owner.

(b) The Committee shall have full powers and authority to reject any plans and specifications that are not in compliance with this instrument or that are not in keeping with the construction requirements or architectural design compatible with the existing designs of improvements on the Lots, or not compatible, in the judgment of the Committee, with the proper development of Memorial Woods Townhouses; any and all conditions or circumstances not covered herein shall be decided upon by the Committee, and its decision shall be final. Without limitation, the Committee shall have the power to control colors and types and quality of building materials and to require sidewalks, planters, and other external features to be constructed at Lot owner's expense in connection with construction of Lot improvements and their approval by the Committee.

(c) No building shall exceed four (4) stories in height.

3. (a) All building lines are designated on the recorded plat and these designated building lines shall be the only building lines that will be used in designing each and every residence, unless otherwise designated or authorized by the Committee. Except upon consent of the Committee, no openings or windows shall be permitted in the sides of the walls or fences. All side walls shall be of masonry materials unless otherwise authorized by the Committee, and all walls shall conform to the City of Houston, Texas Building Code.

(b) A residence may be placed on more than one Lot. No residential structure shall be placed on a Lot or Lots unless its living area consists of a minimum of 2,000 square feet.

4. Except for small ordinary "for sale" signs, no signs, billboards, posters or advertising devices of any character shall be erected in the Subdivision without the written consent of the Committee.

5. No trailer, tent, shack, garage or barn, 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.

6. No privy, cesspool or septic tank shall be erected or maintained on any part of the Subdivision.

7. No livestock of any kind shall be staked, pastured, corralled or stabled in any part of the Subdivision.

8. No cattle, hogs, or other animals, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivision, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. No oil drilling, oil development operations or oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in the Subdivision. No derricks or other structures designed for use in the boring for oil, natural gas or water shall be erected, maintained or permitted upon any land in the Subdivision.

10. No part of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash or garbage. Wastes shall not be kept except in sanitary containers. No incinerators shall be permitted and all equipment for the storage or disposal of waste material shall be kept in a clean sanitary condition.

11. No boats or trailers may be parked in front of any residence:

12. A sales or construction office for the Limited Partnership, or its nominee shall be permitted to be built and used in the Subdivision until all Lots in the Subdivision are sold and improved.

13. No noxious or offensive trade or activity shall be carried on upon in the Subdivision nor shall anything be done thereon which may become or be an annoyance to those residing in the Subdivision.

14. No part of the Subdivision shall be used for illegal or immoral purposes, or for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use of or occupancy or possession of any part of the Subdivision.

15. Each Lot owner shall be responsible for and shall (i) cause his Lot to be kept in a safe and attractive condition, (ii) cause weeds on his Lot, if unimproved, to be mowed, and, if improved, to cause the lawn, plants and shrubs adjacent to his Lot to be kept in attractive condition, and (iii) cause all improvements on his Lot to be maintained in first class and attractive condition and repair.

16. Beginning January 1, 1973, each Lot (or Lots) on which a house is completed or under construction shall be subjected to an annual maintenance charge of seven hundred dollars (\$700). The Committee shall collect, expend, and otherwise manage such funds ("Maintenance Fund") until such time as all of the Lots have been sold. After all of the Lots are sold, the Common Area Owner, or its nominee, shall collect,

expend, and otherwise manage the Maintenance Fund. The annual charge for maintenance may be adjusted from year to year by the Committee or its successor as the needs of the Subdivision may, in its judgment require, but shall in no event be set at a greater amount than seven hundred dollars (\$700) per year except by duly recorded petition signed by three-fourths (3/4ths) of the then record Lot owners in the Subdivision, and in that event, such an increase shall be binding upon all of the owners of Lots in the Subdivision. The maintenance charges shall continue until June 1, 2003 and shall continue thereafter for successive ten year periods unless a majority of the Lot owners appearing of record between January 1 and April 30 of the last year of any of said periods shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges. The maintenance charge for each house shall be secured by a lien on each Lot which lien shall run in favor of the Committee and its successors and assigns. The Maintenance Fund shall, so far as the same may be sufficient, be used for the payment of expenses incurred for any and all of the following purposes: for the payment of any ad valorem taxes and other assessments levied or imposed against the Common Area; for the construction and maintenance of rights-of-way and easements; for the upkeep, repair and maintenance of all Common Area and the placement of improvements, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment; to provide for the landscaping of the Common Area and portions of the Lots, if any, necessary to provide a uniform scheme of landscaping for the whole Subdivision; for the payment of legal and other expenses incurred in connection with the enforcement

for the payment of all reasonable and necessary expenses in connection with the collections and administration of the maintenance charge; for employing policemen and watchmen; for expending money to cause Lots to be properly maintained as described in paragraph 15 above when, after 30 days notice, any Lot owner has failed to do so; and doing any other things necessary or desirable to keep the property in the Subdivision in neat secure, and good order, or which is of general benefit to the owners or occupants of the Lots, it being understood that the judgment of the Committee and its successors and assigns in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. Any funds expended pursuant to this paragraph in order to keep a Lot in proper order as described in paragraph 15 above shall be repaid by the Lot owner, together with 10% interest per annum, and said sum shall be secured by a lien against said Lot in favor of the Committee and its successors or assigns. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a lot owner fail to do so after being duly notified, the Committee shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such action.

17. The Limited Partnership shall provide for the maintenance of all Lots that are not sold by contract or conveyed by deed to any individual or other entity, this obligation terminating with the termination of ownership.

18. Any violation of any of these Restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor under any mortgage, deed of trust or to the assignee of any mortgage, trustee or guarantor

under any such mortgage or deed or trust outstanding against any property in the Subdivision at any time that any of the Restrictions may be violated, nor shall any lien arising pursuant to these Restrictions be superior to any lien created for the financing of the purchase of any Lot or improvements thereon.

19. Easements affecting all Lots and Common Area are reserved on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition thereto the Limited Partnership reserves the right to grant additional easements applicable to the Subdivision by appropriate provisions in deeds of conveyance, or otherwise, as are necessary to the proper development of the Subdivision without modifying the general plan and scheme of restrictions herein set forth.

20. The owner of property in the Subdivision may make additional restrictions applicable to the Lots owned by it by appropriate provision in deeds of conveyance without modifying the general plan and scheme of restrictions herein set forth, in which event such other restrictions shall inure to the benefit of and be enforceable by all the owners of property in the Subdivision.

21. Title to any Lot or portion of Lot conveyed by the Limited Partnership shall not include title to water lines, sewer lines, or any public utility lines in easements or streets.

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

23. The Limited Partnership reserves the right to build, maintain, repair, sell or lease all such lines in all easements and streets and to grant or deny connections to areas outside the Subdivision.

24. The Limited Partnership as owner in fee simple of the Subdivision, in order to create and establish a plan for the use and enjoyment of the area of the Common Area establishes the following covenants, conditions and restrictions as covenants running with land with respect thereto:

(a) All of the Common Area is hereby dedicated for the common use and benefit of owners of Lots in the Subdivision.

(b) Each owner of a Lot shall own and be entitled to a non-exclusive easement in and over the Common Area; such interest shall be owned by the Lot owners as tenants in common. Such Common Area shall remain undivided and shall not be the object of an action for partition or division of the ownership so long as suitable for the enjoyment and benefit of all of the owners of Lots in the Subdivision.

(c) The owner of each Lot shall have the right to use and enjoy the Common Area, in common with all other lot owners, and as may be required for the purpose of access shall have the right of ingress and egress thereto. The right to use the Common Area shall extend to each Lot owner, the lawful occupants of any improvements thereon, and the guests and visitors of each Lot owner or the authorized occupant of any improvement thereon,

and all such other persons as may be invited or permitted by the Common Area Owner.

(d) The Common Area shall mean and include the land included therein and all existing and subsequently provided improvements upon or within the Common Area including but not limited to the following: structures for recreation, security or guard facilities, storage, fountains, sidewalks, private streets, common driveways, landscaping, clubhouse, swimming pool and other appurtenant improvements, if any; the Limited Partnership, having no obligation whatsoever to construct any of same.

(e) The Limited Partnership shall have the right to retain title to, and control the improvement of, the Common Area until the sale by the Limited Partnership of all Lots in the Subdivision and thereafter to convey the same to the Lot owners or to any entity approved by a majority of the Lot owners that is created for the purpose of maintaining and administering the Common Area and administering and enforcing the covenants and restrictions herein contained and for collecting and disbursing the maintenance charges herein provided; such agency may be a property owners' association, a non-profit corporation organized under the laws of the State of Texas for the purpose of exercising said functions, or any other appropriate entity.

25. All rights, powers and duties of the Limited Partnership hereunder may be assigned by the Limited Partnership.

EXECUTED as of the 31st day of May, 1973.

MEMORIAL WOODS TOWNHOUSES, LTD.

30

By R. C. Allen
R. C. Allen

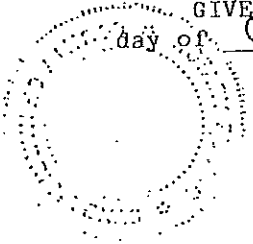
By Newlin C. Herndon, Jr.
Newlin C. Herndon, Jr.

Its General Partners

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. C. ALLEN, a partner in MEMORIAL WOODS TOWNHOUSES, LTD., a partnership, 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 expressed, in the capacity therein stated, and as the act of the said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of June, 1973.



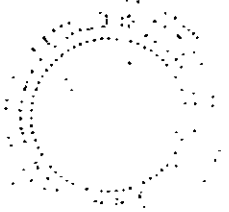
Frank P. Smith, Jr.
Notary Public in and for
Harris County, Texas

Frank P. Smith, Jr.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared NEWLIN C. HERNDON, JR., a partner in MEMORIAL WOODS TOWNHOUSES, LTD., a partnership, 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 expressed, in the capacity therein stated, and as the act of the said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of June, 1973.



Carolyn E. Human
Notary Public in and for
Harris County, Texas

CAROLYN E. HUMAN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

1973 JUN 21 PM 3 23
FILED
COUNTY CLERK
HARRIS COUNTY TEXAS

AMENDMENT TO THE RESTRICTIONS

NOW, THEREFORE, the undersigned, being at least three-fourths (3/4ths) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to an increase in the annual maintenance charge payable under Paragraph 16 of the Restrictions to a maximum of \$700.00 per year, and from and after the date hereof, the annual maintenance charge payable under said Paragraph 16, as set by the Committee (as that term is defined in the Restrictions) or its successor may be set from year to year at an amount not to exceed \$700.00 per year.

WITNESS THE EXECUTION HEREOF as of the 1st day of December, 1976.

McDONOUGH INVESTMENT COMPANY, INC.

By [Signature]
McDonough Investment Co. Inc

By: [Signature] - 12166 HEAL.

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

NOW, THEREFORE, the undersigned, being at least three-fourths (3/4ths) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to an increase in the annual maintenance charge payable under Paragraph 16 of the Restrictions to a maximum of \$700.00 per year, and from and after the date hereof, the annual maintenance charge payable under said Paragraph 16, as set by the Committee (as that term is defined in the Restrictions) or its successor may be set from year to year at an amount not to exceed \$700.00 per year.

WITNESS THE EXECUTION HEREOF as of the 1st day of

December, 1976.

MCDONOUGH INVESTMENT COMPANY, INC.

By John J. McDonough - Pres.

Miss Janet Hillman

Robert Hoffman

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

NOW, THEREFORE, the undersigned, being at least three-fourths (3/4ths) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to an increase in the annual maintenance charge payable under Paragraph 16 of the Restrictions to a maximum of \$700.00 per year, and from and after the date hereof, the annual maintenance charge payable under said Paragraph 16, as set by the Committee (as that term is defined in the Restrictions) or its successor may be set from year to year at an amount not to exceed \$700.00 per year.

WITNESS THE EXECUTION HEREOF as of the 1st day of

December, 1976.

McDONOUGH INVESTMENT COMPANY, INC.

By John and 171 McDonough - Paris
D. G. Howell 100

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

NOW, THEREFORE, the undersigned, being at least three-fourths (3/4ths) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to an increase in the annual maintenance charge payable under Paragraph 16 of the Restrictions to a maximum of \$700.00 per year, and from and after the date hereof, the annual maintenance charge payable under said Paragraph 16, as set by the Committee (as that term is defined in the Restrictions) or its successor may be set from year to year at an amount not to exceed \$700.00 per year.

WITNESS THE EXECUTION HEREOF as of the 1st day of

December, 1976.

MCDONOUGH INVESTMENT COMPANY, INC.

By *John M. McDonough - Pres.*
[Signature] 10

RECORDER'S MEMORANDUM:

This instrument is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

NOW, THEREFORE, the undersigned, being at least three-fourths (3/4ths) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to an increase in the annual maintenance charge payable under Paragraph 16 of the restrictions to a maximum of \$700.00 per year, and from and after the date hereof, the annual maintenance charge payable under said Paragraph 16, as set by the Committee (as that term is defined in the Restrictions) or its successor may be set from year to year at an amount not to exceed \$700.00 per year.

WITNESS THE EXECUTION HEREOF as of the 1st day of December, 1976.

MCDONOUGH INVESTMENT COMPANY, INC.

By John J. McDonough - Pres.
John J. McDonough

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John G. McDonough, President of McDONOUGH INVESTMENT COMPANY, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 1976.

Notary Public in and for Harris County, Texas
RHONDA VOIGHT
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

[Corporate Acknowledgment]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared John G. McDonough, President of McDONOUGH INVESTMENT COMPANY, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of December, 1976.

Notary Public in and for Harris County, Texas
RHONDA VOIGHT
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
My Commission Expires: _____

Restr.
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V498309

AMENDMENTS TO RESTRICTIONS
ON MEMORIAL WOODS TOWNHOUSES,
A SUBDIVISION IN HARRIS COUNTY, TEXAS

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The State Of Texas)(

Know All Men By These Presents:

County Of Harris)(

Whereas, certain restrictions, easements, covenants and conditions were placed on Memorial Woods Townhouses, a subdivision in Harris County, Texas, recorded in Volume 197, Page 106 of the Map Records of Harris County, Texas, by instrument recorded under Film Code No. 163-28-1634 of the Official Public Records of Real Property of Harris County, Texas (herein called the "Restrictions"); and

Whereas, the Restrictions were amended by an instrument, whose counterparts were each dated December 1, 1976, recorded under Film Code No. 162-17-0968 of the Official Public Records of Real Property of Harris County, Texas, which instrument was assented to by at least three-fourths (3/4ths) of the then record lot owners in the subdivision; and

Whereas, at least three fourths (3/4ths) of the present record owners of the lots in Memorial Woods Townhouses have indicated their desire to amend sections 1, 8 and 11 of the Restrictions, by signing an instrument entitled 2001 Proposed Changes in Restrictions for Memorial Woods Townhouses, which instrument is attached hereto and incorporated herein as part of this document;

Now, Therefore, the undersigned President of Memorial Woods Townhouses Association, in compliance with the desires of the aforementioned record owners of the Memorial Woods Townhouses, hereby records and declares in effect by these presents, the following amendments to the Restrictions of the Memorial Woods Townhouses:

1. Section 1 (a) (page 2 of Restrictions) is amended by adding the following paragraphs:

The term "single family purposes" shall further be held and construed to exclude the renting or occupancy of any dwelling except by immediate members of the family of the homeowner(s), unless permission for an exception is granted to the

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homeowner(s) in writing by a letter signed by the President, Vice-President, Secretary and Treasurer of the Memorial Woods Townhouses, acting in good faith, it being understood that this provision (prohibition) is for the purpose of strictly maintaining and enforcing the single family character of the subdivision. In the event an exception as mentioned is granted, the homeowner on the effective date of the lease shall deposit with the Treasurer a maintenance fee in the amount of Twenty-Five Hundred Dollars (\$2,500.) to be used, if necessary in the judgment of the President, for the payment of services for the maintenance and upkeep of the exterior grounds of the leased premises during the term of the rental period. Anyone occupying the leased premises as mentioned herein, shall be subject to all obligations of the Restrictions just as if he/she were the homeowner(s). In the event the entire amount of the maintenance fee is depleted, the homeowner shall be required to make another deposit of Twenty-Five Hundred Dollars (\$2,500.) for the purposes above, with additional deposits required whenever the last deposit has been depleted. The maintenance fee referred to shall be in addition to the regular yearly maintenance fund charge contemplated by Section 16 of the Restrictions together with any yearly special assessment. In addition to any maintenance fee, the homeowner(s) shall be required to pay an annual fee of Fifty Dollars (\$50.00) for each household pet occupying the rented dwelling, it being understood that this annual assessment fee shall apply only in the event a dwelling is leased.

2. Section 8 of the Restrictions (page 5) is amended by adding the following sentence:

All household pets when beyond the lines of each lot must be kept on a leash. Violation of this obligation shall subject the owner of a pet to a fine of One Hundred Dollars (\$100.) per occurrence.

3. Section 11 of the Restrictions (page 6) is amended by adding the following:

Except by written permission from the President, each homeowner (or occupant as referred to in Sec. 1(a)) shall be limited to parking no more than two vehicles within

1 the subdivision. In the event permission of more than two vehicles is granted, a
2 homeowner shall pay to the Treasurer a monthly "parking fee" of Fifty Dollars
3 (\$50.00) per vehicle in excess of two, unless such fee is waived in writing by the
4 President which waiver shall be reconsidered for renewal or revocation each year
5 at the time of the annual meeting. Any vehicle parked by any homeowner in violation
6 of this Restriction for more than two consecutive months, shall be subject to being
7 towed from the subdivision premises at the expense of the homeowner.

8 WITNESS THE EXECUTION HEREOF as of the 11th day of December 2001.

9
10 Memorial Woods Townhouses Association 15

11 By Moe Naraghi

12 Moe Naraghi, President

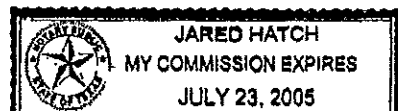
13 THE STATE OF TEXAS)(
14)(
15 COUNTY OF HARRIS)(
16

17 BEFORE ME, the undersigned authority, on this day, personally appeared
18 MOE NARAGHI, President of MEMORIAL WOODS TOWNHOUSES ASSOCIATION,
19 known to me to be the person and officer whose name is subscribed to the foregoing
20 instrument, and acknowledged to me that he executed the same as the act and deed of said
21 Association, for the purposes and consideration therein expressed and in the capacity
22 therein stated.

23 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of
December 2001,

24
25 Jared Hatch
Notary Public in and for Harris County, Texas

26
27 My Commission Expires: July 23 - 2005



547-20-3256
Norme H. Brown

Year 2001 Proposed Changes in Restrictions for Memorial Woods Townhouses

1. Section 1(a) (page 2 of Restrictions) shall be amended by adding the following paragraph:

The term "single family purposes" shall further be held and construed to exclude the renting or occupancy of any dwelling except by immediate members of the family of the homeowner(s), unless permission for an exception is granted to the homeowner(s) in writing by a letter signed by the President, Vice-President, Secretary and Treasurer of the Memorial Woods Townhouses, acting in good faith, it being understood that this provision (prohibition) is for the purpose of strictly maintaining and enforcing the single family character of the subdivision. In the event an exception as mentioned is granted, the homeowner on the effective date of the lease shall deposit with the Treasurer a maintenance fee in the amount of Twenty Five Hundred Dollars (\$2,500.00) to be used, if necessary in the judgement of the President, for the payment of services for the maintenance and upkeep of the exterior grounds of the leased premises during the term of the rental period. Anyone occupying the leased premises as mentioned herein, shall be subject to all obligations of the Restrictions just as if he/she were the homeowner. In the event the entire amount of the maintenance fee is depleted, the homeowner shall be required to make another deposit of Twenty Five Hundred Dollars (\$2,500.00) for the purposes above, with additional deposits required whenever the last deposit has been depleted. The maintenance fee referred to shall be in addition to the regular yearly maintenance fund charge contemplated by Section 16 of the Restrictions together with any yearly special assessment.

In addition to any maintenance fee, the homeowner(s) shall be required to pay an annual fee of Fifty Dollars (\$50.00) for each household pet occupying the rented dwelling, it being understood that this animal assessment fee shall apply only in the event a dwelling is leased.

2. Section 8 of the Restrictions (page 5) shall be amended by adding the following sentences:

All household pets when beyond the lines of each lot must be kept on a leash. Violation of this obligation shall subject the owner of a pet to a fine of One Hundred Dollars (\$100.00) per occurrence.

3. Section 11 of the Restrictions (page 6) shall be enlarged by adding the following:

Except by written permission from the President, each homeowner (or occupant as referred to in Sec. 1(a)) shall be limited to parking no more than two vehicles within the subdivision. In the event permission to park more than two vehicles is granted, a homeowner shall pay to the Treasurer a monthly "parking fee" of Fifty Dollars (\$50.00) per vehicle in excess of two, unless such fee is waived in writing by the President which waiver shall be reconsidered for renewal or revocation each year at the time of the annual meeting. Any vehicle parked by any homeowner in violation of this restriction for more than two consecutive months, shall be subject to being towed from the subdivision premises at the expense of the homeowner.

John A. Pol
Barbara Jones
Cathy Kase
W. M. Wynn
Joe May
Wendy
M. H.

March 2001 B. Fott

John A. Pol
Wendy
M. H.

547-20-3257

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 herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

DEC 26 2001



Dorothy B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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THIRD AMENDMENTS TO RESTRICTIONS
FOR MEMORIAL WOODS TOWNHOUSES
A SUBDIVISION IN HARRIS COUNTY, TEXAS

The State of Texas §
§
County of Harris §

Know All Men By These Presents:

Whereas, certain restrictions, easements, covenants and conditions were placed on Memorial Woods Townhouses, a subdivision in Harris County, Texas, recorded in volume 197, page 106 of the Map Records of Harris County, Texas, by instrument titled "RESTRICTIONS FOR MEMORIAL WOODS TOWNHOUSES" and recorded under film code No. 163-28-1634 of the Official Public Records of Real Property of Harris County, Texas (herein called the "Restrictions"); and

Whereas, the Restrictions were amended by an instrument titled "PETITION," whose counterparts were each dated December 1, 1976, recorded under film code No. 162-17-0968 of the Official Public Records of Real Property of Harris County, Texas, which instrument was assented to by at least three-fourths (3/4ths) of the then record lot owners in the subdivision; and

Whereas, the Restrictions were further amended by an instrument titled "AMENDMENTS TO RESTRICTIONS ON MEMORIAL WOODS TOWNHOUSES, A SUBDIVISION IN HARRIS COUNTY, TEXAS," dated December 11, 2001, recorded under film code No. 300-670-827 of the Official Public Records of Real Property of Harris County, Texas, which instrument was assented to by at least three-fourths (3/4ths) of the then record lot owners in the subdivision; and

lee

Whereas, at least a majority of the present record owners of the lots in the subdivision have indicated their desire to amend sections 2, 5, 8, 11, and 13, as well as add to the Preamble of the Restrictions, by signing an instrument entitled Year 2013 Proposed Changes in Restrictions for Memorial Woods Townhouses, or submitting Absentee Ballots for the same, which instruments are incorporated herein as part of this document;

Now, therefore, the undersigned, being at least one half (1/2) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to the following amendments to the Restrictions for Memorial Woods Townhouses:

1. Section 2 (b) of Restrictions (page 4) shall be amended by adding the following paragraph:

Each prospective purchaser and owner is strongly encouraged to contact the Architectural Review Committee to familiarize themselves with the guidelines which control the development and character of the subdivision. The guidelines may contain certain requirements or limitations for construction and material. All plans must be submitted to

and approved by the Committee before obtaining a construction permit from the city. During construction at any townhouse, it shall be the responsibility of the owner(s) thereof to maintain on a daily basis the premises and Common Area free of debris.

2. Section 5 of Restrictions (page 5) shall be amended by adding the following paragraph:

No resident shall park any automobile or vehicle in the common area. Any homeowner who continues to park their vehicle in the Common Area will be subject to a fine as determined by the Board of Directors. No repair or maintenance work to any automobile or vehicle outside the garage and visible to the abutting street is allowed.

3. Section 8 of Restrictions (page 5) shall be amended by adding the following paragraph:

No more than two dogs, cats or other household pets may be kept by any one resident, provided they are not noxious or dangerous, offensive or vicious as determined by the association. Any outside shelter such as a cage or kennel is strictly forbidden. The owner or caretaker of such pets shall promptly clean and remove his/her pet's waste from the Common Area.

4. Section 11 of Restrictions (page 6) shall be amended by adding the following sentence:

Any vehicle owned by a resident that is too large to fit into an enclosed garage shall be prohibited in the Memorial Woods Townhouses subdivision.

5. Section 13 of Restrictions (page 6) shall be amended by adding the following sentence:

No garage sales, yard sales, or flea market or similar activities are permitted in the common areas.

6. The preamble of the Restrictions shall be amended by adding the following paragraph immediately prior to Section 1 of the Restrictions:

Upon moving into the Memorial Woods Townhouses subdivision, each owner shall provide to the Association the following information:

Full name and address of the owner

Business address and telephone of the owner

Description and license plate number of each automobile owned or used by the owner and his/her family or brought into the Memorial Woods Townhouses subdivision

Name, address, and telephone number of other individuals who may be contacted in an emergency.

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

(18)
/al

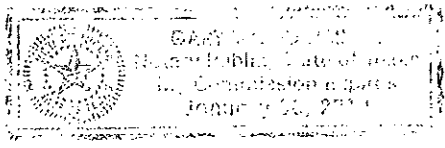
Memorial Woods Townhouse Association, Inc.

By: 1 MW
MW NARAGHI president

The State of Texas §
 §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared
MW NARAGHI, PRESIDENT
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same in the capacity stated for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 4th day of February, 2013.

Homeowner

Corinne Williams *M*

CORINNE WILLIAMS

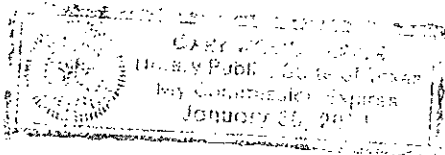
The State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

CORINNE WILLIAMS

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th Day of February, 2013.



Gary Wood Harper
GARY WOOD HARPER
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

Tom L. Slack
Alisa Slack

TS

TOM SLACK
ALISA SLACK

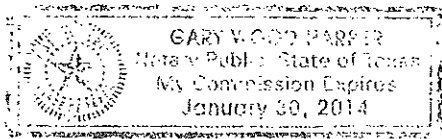
The State of Texas §
 §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

TOM & ALISA SLACK

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

[Handwritten Signature]

M

CHARLES GHHARD

The State of Texas §
§
County of Harris §

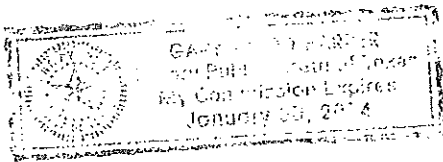
BEFORE ME, the undersigned authority, on this day personally appeared

Charles E. Gghard

107

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper

Gary Wood Harper

Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

Iva H Kemp

102

IVA KEMP

The State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Iva H. Kemp

107

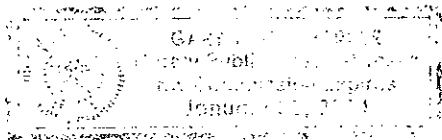
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.

Gary Wood Harper

Gary Wood Harper

Notary Public in and for the State of Texas



My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

Zachary R. Hodges 102

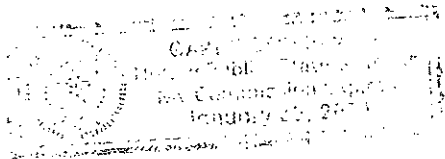
Zachary Hodges

The State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Zachary R. Hodges 101
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

Richard & Shellie Klein

Sheella J. Klein

RICHARD KLEIN
SHELLA KLEIN

26

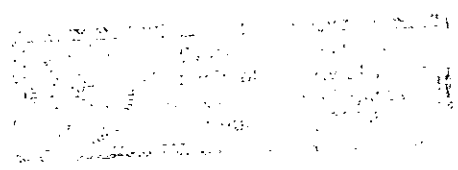
The State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

RICHARD & SHELLIE KLEIN

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper

Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner
Don A. Poe *DP*

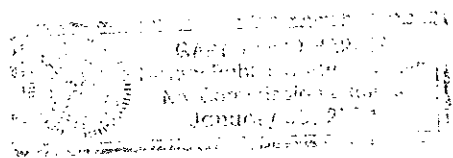
DON POE

The State of Texas §
 §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Don A. Poe _____, *(DP)*
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/31/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

[Handwritten signature]

[Handwritten mark]

MARIAPA TRAN

The State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Mariapa Tran

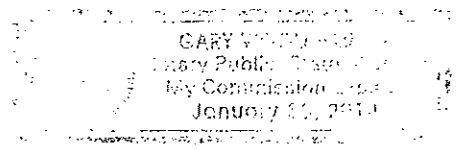
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.

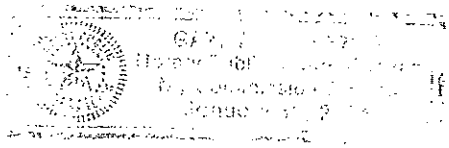
Gary Wood Harper

Gary Wood Harper

Notary Public in and for the State of Texas




My Commission Expires 01/30/2014



WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

Martha Lee Lott 

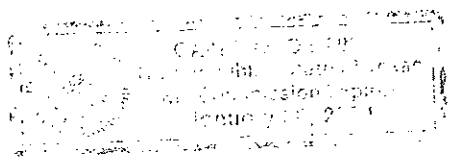
Martha Lee Lott

The State of Texas §
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Martha Lee Lott
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.



Gary Wood Harper

Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 04 day of February, 2013.

Homeowner

Hunter L. Martin
Lore L. Martin

202

HUNTER L. MARTIN JR.
LORE L. MARTIN

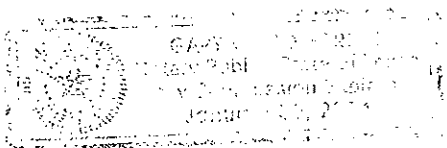
The State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

HUNTER L. MARTIN, JR. AND LORE L. MARTIN,
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04 Day of February, 2013.

Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas



My Commission Expires 01/30/2014

PREPARED IN THE OFFICES OF/
AFTER RECORDING RETURN TO:
Barry L. Racusin, P.C.
Racusin & Wagner, LLP
4900 Woodway, Suite 600
Houston, Texas 77056



FILED

2013 FEB 13 PM 12:40

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

FEB 13 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

14
Amend
125
W
A

lee

**FOURTH AMENDMENT TO RESTRICTIONS
FOR MEMORIAL WOODS TOWNHOUSES
A SUBDIVISION IN HARRIS COUNTY, TEXAS**

The State of Texas)(

20130155532
04/03/2013 RP1 \$69.75

County of Harris)(

Know All Men By These Presents:

Whereas, certain restrictions, easements, covenants and conditions were placed on Memorial Woods Townhouses, a subdivision in Harris County, Texas, recorded in volume 197, page 106 of the Map Records of Harris County, Texas, by instrument titled "**RESTRICTIONS FOR MEMORIAL WOODS TOWNHOUSES**" and recorded under film code No. 163-28-1634 of the Official Public Records of Real Property of Harris County, Texas (herein called the "Restrictions"); and

Whereas, the Restrictions were amended by an instrument titled "**PETITION,**" whose counterparts were each dated December 1, 1976, recorded under film code No. 162-17-0968 of the Official Public Records of Real Property of Harris County, Texas, which instrument was assented to by at least three-fourth (3/4ths) of the then record lot owners in the subdivision; and

Whereas, the Restrictions were further amended by an instrument titled "**AMENDMENTS TO RESTRICTIONS ON MEMORIAL WOODS TOWNHOUSES, A SUBDIVISION IN HARRIS COUNTY, TEXAS,**" dated December 11, 2001, recorded under film code No. 300-670-827 of the Official Public Records of Real Property of Harris County, Texas, which instrument was assented to by at least three-fourth (3/4ths) of the then record lot owners in the subdivision; and

Whereas, the Restrictions were further amended by an instrument titled "**THIRD AMENDMENTS TO RESTRICTIONS FOR MEMORIAL WOODS TOWNHOUSES, A SUBDIVISION IN HARRIS COUNTY, TEXAS,**" dated February 4, 2013, recorded under film code No. 201-300-683-85 of the Official Public Records of Real Property of Harris County, Texas, which instrument was assented to by at least a majority of the then record lot owners in the subdivision; and

Whereas, at least a majority of the present record owners of the lots of the subdivision have indicated their desire to amend section 5 of the Restrictions, by signing an instrument entitled Parking Enforcement Provision for Memorial Woods Townhouses, or submitting Absentee Ballots for same, which instrument is incorporated herein as part of this document;

Now, therefore, the undersigned, being at least one half (1/2) of the record owners of the lots in Memorial Woods Townhouses hereby petition, agree and consent to the following amendment to the Restrictions for Memorial Woods Townhouses:

Section 5 of Restrictions (page 5) shall be amended by adding the following:

1. The maximum fine that may be levied per violation of the Parking Provision is \$25 per day.
2. The Memorial Woods Townhouses Owners Association, Inc. has authority on behalf of the homeowners to enforce the Parking Provision and/or collect any fines for violations thereof, including initiating and prosecuting appropriate legal action in a court of competent jurisdiction in Harris County, Texas.

WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Memorial Woods Townhouse Association, Inc.

By: MOE NARAGHI

MOE NARAGHI

County of Harris §
State of Texas §

BEFORE ME, the undersigned authority, on this day personally appeared

MEMORIAL WOODS TOWNHOUSES ASSOCIATION, INC.

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same in the capacity stated for the purposes and considerations expressed.

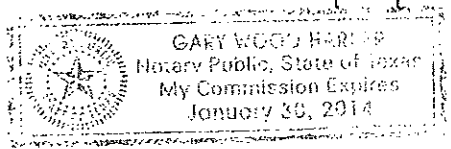
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.

Gary Wood Harper

Gary Wood Harper

Notary Public in and for the State of Texas

My Commission Expires 01/30/2014



AGREED AND CONSENTED TO BY HOMEOWNER _____

WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

Mae Naraghi

(11)
100

County of Harris §
State of Texas §

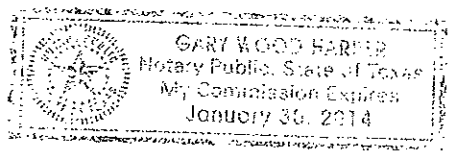
BEFORE ME, the undersigned authority, on this day personally appeared

Mae Naraghi
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.

Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014



WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

Martha Lee B. Lott
Martha Lee B. Lott

102

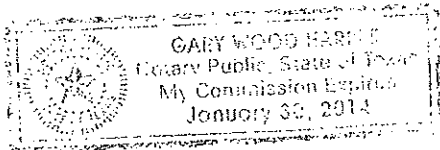
The State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Martha Lee B. Lott
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.

Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas



My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

[Signature]
[Signature]

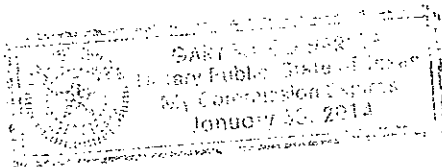
the State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

[Signature],
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

(over)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



[Signature]
[Signature]
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 20th day of March, 2013.

Homeowner

Corinne Williams
CORINNE WILLIAMS

150

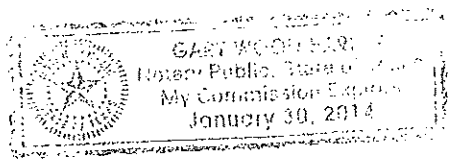
the State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

CORINNE WILLIAMS

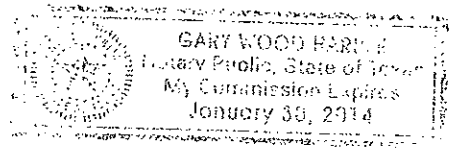
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014



WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

Cathy G Chacks
CATHY G CHACKS

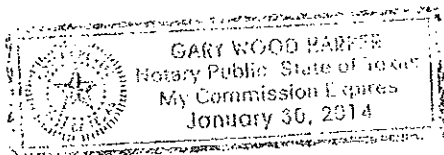
100

the State of Texas §
§
County of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

Cathy G Chacks
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

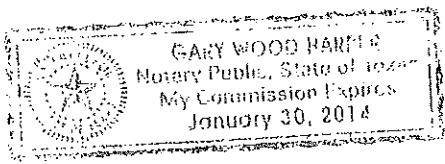
WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner
Don A Poe
DON A POE 100

County of Harris §
§
State of Texas §

BEFORE ME, the undersigned authority, on this day personally appeared
Don A. Poe
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
GARY WOOD HARPER
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

Richard E. Kerin
Richard E. Kerin

The State of Texas §
§
County of Harris §

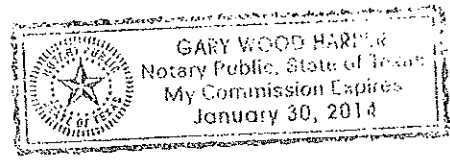
BEFORE ME, the undersigned authority, on this day personally appeared

Richard E. Kerin

102

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
Gary Wood Harper

Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

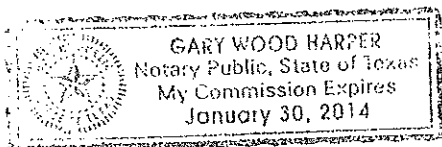
Tom L. Slack
TOM L. SLACK (w)

he State of Texas §
§
ounty of Harris §

BEFORE ME, the undersigned authority, on this day personally appeared

TOM SLACK
known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 20 day of March, 2013.

Homeowner

Iva H. Kemp
10162 Memorial
77024

The State of Texas §
 §
County of Harris §

IVA H KEMP

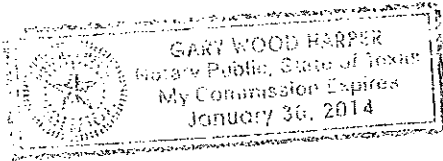
100

BEFORE ME, the undersigned authority, on this day personally appeared

IVA H. KEMP

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

WITNESS THE EXECUTION HEREOF as of the 20th day of March, 2013.

Homeowner

Hunter L. Martin, Jr.
HUNTER L. MARTIN, JR.

low

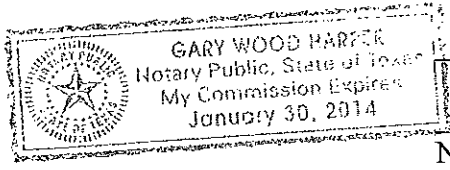
County of Harris §
§
State of Texas §

BEFORE ME, the undersigned authority, on this day personally appeared

HUNTER L. MARTIN, JR.

known to me to be the person or person whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 Day of March, 2013.



Gary Wood Harper
Gary Wood Harper
Notary Public in and for the State of Texas

My Commission Expires 01/30/2014

Memorial Woods Townhomes
Property Owners Association

Proxy

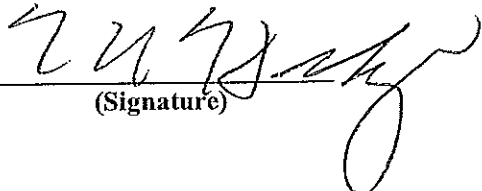
Annual Meeting, held on March 20, 2013

The undersigned Owner of Home 10142 Memorial Drive, Houston TX 77024

Grant/Appoint Zach Hodges, as proxy holder, or if undersigned shall be an officer of the Board, to act as my attorney-in-fact, to represent and cast votes upon any matters on my behalf at the meeting held on March 20, 2013

The undersigned revokes all prior proxies heretofore executed.

Owner: 
(Signature)

Proxy Holder: 
(Signature)

PrintName: Maurice Berchon

Print Name: Zach Hodges

102

Date: 3-20-2013

Date: 3-20-2013

State of Texas
County of Harris

Sworn to and subscribed before me on the 20
day of March, 2013


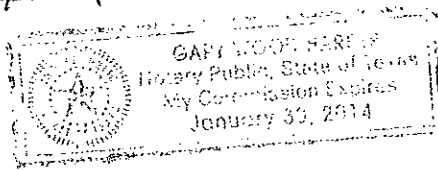

Notary Public's Signature
My commission expires 01/30/2014

EXHIBIT
ZACH HODGES



MEMORIAL WOODS TOWNHOUSES
OWNERS ASSOCIATION, inc.

RETURN TO:



MEMORIAL WOODS TOWNHOUSES
OWNERS ASSOCIATION, INC.
10134 Memorial Drive
Houston, TX 77024

FILED

2013 APR -3 PM 2:58

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

APR -3 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS