

Approved Roofing Colors

Memorial Forest Architectural Control Committee

SPECIFICATIONS

MAY 15TH, 2022

The Deed Restrictions require approval of roofing materials as to type, quality, and color. Provided are approved roofing colors from two manufactures of architectural shingles. Shingles from other manufacturers are acceptable, if they are similar to those found on the approved list. The ACC may request that a sample be provided to assist in this determination.

Two additional gray shingles have been added in this update of approved roofing colors. The intent is to allow for a darker selection than previously available, but one still described and having the appearance of gray.

APPROVED LIST

GAF Timberline

- 1. Shakewood**
- 2. Barkwood**
- 3. Weathered Wood**
- 4. Hickory**
- 5. Mission Brown**
- 6. Pewter Gray**

CertainTeed Landmark Pro Line

- 1. Burnt Sienna**
- 2. Heather Blend**
- 3. Weathered Wood**
- 4. Georgetown Gray**
- 5. Thunderstorm Gray**

**AMENDED, RESTATED AND CONSOLIDATED RESTRICTIONS FOR
MEMORIAL FOREST, SECTIONS ONE (1) THROUGH FOUR (4)
AND MEMORIAL WOODS, SECTIONS ONE (1) AND TWO (2)**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Memorial Forest Development Company, as developer, caused those certain untitled instruments (the “Original Restrictions for Memorial Forest, Section 1”) to be recorded in Volume 3010, Page 450, and in Volume 3060, Page 59, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Memorial Forest, Section One (1), a subdivision in Harris County, Texas according to the maps or plats thereof recorded in Volume 48, Page 65, and in Volume 50, Page 10, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Memorial Forest, Section 1 were amended by that certain instrument entitled “First Amendment to Covenants, Conditions and Restrictions of Memorial Forest (Section One)” (the “First Amendment for Memorial Forest, Section 1”) recorded in the Real Property Records of Harris County, Texas on March 24, 1980 under Clerk’s File No. G472873; and

WHEREAS, the Original Restrictions for Memorial Forest, Section 1 and the First Amendment for Memorial Forest, Section 1 were further amended by that certain instrument entitled “Second Amendment of Memorial Forest, Section One Restrictions” (the “Second Amendment for Memorial Forest, Section 1”) recorded in the Official Public Records of Real Property of Harris County, Texas on December 1, 1992 under Clerk’s File No. N978202; and

WHEREAS, the Second Amendment for Memorial Forest, Section 1 constitutes a restatement of the covenants, conditions and restrictions applicable to Memorial Forest, Section One (1), meaning that the Second Amendment for Memorial Forest, Section 1 replaces and supersedes the Original Restrictions for Memorial Forest, Section 1, and the First Amendment for Memorial Forest, Section 1 in their entireties; and

WHEREAS, Briar Lane, Inc, as developer, caused an instrument (the “Original Restrictions for Memorial Forest, Section 2”) to be recorded in Volume 3156, Page 721, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Memorial Forest Addition, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 50, Page 11, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Memorial Forest, Section 2 were amended by that certain instrument entitled "First Amendment to Covenants, Conditions and Restrictions of Memorial Forest Addition, Section Two" (the "First Amendment for Memorial Forest, Section 2") recorded in the Real Property Records of Harris County, Texas on or about May 8, 1981 under Film Code No. 184-88-1154, et seq.; and

WHEREAS, the Original Restrictions for Memorial Forest, Section 2 and the First Amendment for Memorial Forest, Section 2 were further amended by that certain instrument entitled "Second Amendment of Memorial Forest, Section Two Restrictions" (the "Second Amendment for Memorial Forest, Section 2") recorded in the Official Public Records of Real Property of Harris County, Texas on November 1, 1989 under Clerk's File No. M385076; and

WHEREAS, the Second Amendment for Memorial Forest, Section 2 constitutes a restatement of the covenants, conditions and restrictions applicable to Memorial Forest, Section Two (2), meaning that the Second Amendment for Memorial Forest, Section 2 replaces and supersedes the Original Restrictions for Memorial Forest, Section 2 and the First Amendment for Memorial Forest, Section 2; and

WHEREAS, Briar Lane, Inc., as developer, caused an instrument (the "Original Restrictions for Memorial Forest, Section 3") to be recorded in Volume 3375, Page 673, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Memorial Forest Addition, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 50, Page 12, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Memorial Forest, Section 3 were amended by that certain instrument entitled "First Amendment to Covenants, Conditions and Restrictions of Memorial Forest Addition, Section Three" (the "First Amendment for Memorial Forest, Section 3") recorded in the Real Property Records of Harris County, Texas on or about August 4, 1982 under Film Code No. 021-93-2164, et seq.; and

WHEREAS, the Original Restrictions for Memorial Forest, Section 3 and the First Amendment for Memorial Forest, Section 3 were further amended by that certain instrument entitled "Second Amendment of Memorial Forest, Section Three Restrictions" (the "Second Amendment for Memorial Forest, Section 3") recorded in the Official Public Records of Real Property of Harris County, Texas on February 22, 1991 under Clerk's File No. N02545; and

WHEREAS, the Second Amendment for Memorial Forest, Section 3 constitutes a restatement of the covenants, conditions and restrictions applicable to Memorial Forest, Section Three (3), meaning that the Second Amendment for Memorial Forest, Section 3 replaces and supersedes the Original Restrictions for Memorial Forest, Section 3 and the First Amendment for Memorial Forest, Section 3; and

WHEREAS, Forest Hills Development, Inc., as developer, caused an instrument (the "Original Restrictions for Memorial Forest, Section 4") to be recorded in Volume 3743, Page 672, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Memorial Forest Addition, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 57, Page 16, of the Map Records of Harris County.

and,

WHEREAS, the Original Restrictions for Memorial Forest, Section 4 were amended by that certain instrument entitled "First Amendment to Covenants, Conditions and Restrictions of Memorial Forest, Section Four" (the "First Amendment for Memorial Forest, Section 4") recorded in the Real Property Records of Harris County, Texas on or about December 20, 1984 under Film Code No. 002-76-0540, et seq.; and

WHEREAS, the Original Restrictions for Memorial Forest, Section 4 and the First Amendment for Memorial Forest, Section 4 were further amended by that certain instrument entitled "Second Amendment of Memorial Forest, Section Four Restrictions" (the "Second Amendment of Memorial Forest, Section 4") recorded in the Official Public Records of Real Property of Harris County, Texas on November 1, 1989 under Clerk's File No. M385075; and

WHEREAS, the Second Amendment for Memorial Forest, Section 4 constitutes a restatement of the covenants, conditions and restrictions applicable to Memorial Forest, Section Four (4), meaning that the Second Amendment for Memorial Forest, Section 4 replaces and supersedes the Original Restrictions for Memorial Forest, Section 4 and the First Amendment for Memorial Forest, Section 4; and

WHEREAS, Settegast Construction Company, as developer, caused an instrument (the "Original Restrictions for Memorial Woods, Section 1") to be recorded in Volume 3512, Page 473, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Memorial Woods Addition, Section One, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 56, Page 74, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Memorial Woods, Section 1 were amended by the certain instrument entitled "First Amendment to Covenants, Conditions and Restrictions of

Memorial Woods, Section One” (the “First Amendment for Memorial Woods, Section 1”) recorded in the Real Property Records of Harris County, Texas on or about June 21, 1983 under Film Code No. 050-82-0153, et seq.; and

WHEREAS, the Original Restrictions for Memorial Woods, Section 1 and the First Amendment for Memorial Woods, Section 1 were further amended by that certain instrument entitled “Second Amendment of Memorial Woods, Section One Restrictions” (the “Second Amendment for Memorial Woods, Section 1”) recorded in the Official Public Records of Real Property of Harris County, Texas on May 13, 1991 under Clerk’s File No. N133924; and

WHEREAS, the Second Amendment for Memorial Woods, Section 1 constitutes a restatement of the covenants, conditions and restrictions for Memorial Woods, Section One (1), meaning that the Second Amendment for Memorial Woods, Section 1 replaces and supersedes the Original Restrictions for Memorial Woods, Section 1 and the First Amendment for Memorial Woods, Section 1; and

WHEREAS, Settegast Construction Company, as developer, caused an instrument (the “Original Restrictions for Memorial Woods, Section 2”) to be recorded in Volume 4137, Page 319, of the Deed Records of Harris County, Texas, which imposed various covenants, conditions and restrictions upon the following real property:

All of Memorial Woods Addition, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 59, Page 9, of the Map Records of Harris County, Texas

and,

WHEREAS, the Original Restrictions for Memorial Woods, Section 2 were amended by that certain instrument entitled “First Amendment to Covenants, Conditions and Restrictions of Memorial Woods, Section Two” (the “First Amendment for Memorial Woods, Section 2”) recorded in the Real Property Records of Harris County, Texas on or about June 21, 1983 under Clerk’s File No. 050-82-0182, et seq.; and

WHEREAS, the Original Restrictions for Memorial Woods, Section 2 and the First Amendment for Memorial Woods, Section 2 were further amended by that certain instrument entitled “Second Amendment of Memorial Woods, Section Two Restrictions” (the “Second Amendment for Memorial Woods, Section 2”) recorded in the Official Public Records of Real Property of Harris County, Texas on May 13, 1991 under Clerk’s File No. N133925; and

WHEREAS, the Second Amendment for Memorial Woods, Section 2 constitutes a restatement of the covenants, conditions and restrictions for Memorial Woods, Section Two (2), meaning that the Second Amendment for Memorial Woods, Section 2 replaces and supersedes the Original Restrictions for Memorial Woods, Section 2 and the First Amendment for Memorial Woods, Section 2; and

WHEREAS, the Second Amendment for each subdivision referenced above provides that the provisions thereof may be amended by a duly recorded instrument signed by two-thirds (2/3) of the property owners within such subdivision; and

WHEREAS, the undersigned, being at least two-thirds (2/3) of the property owners in Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2), have agreed to amend the covenants, conditions and restrictions applicable to such subdivisions and, at the same time, consolidate the covenants, conditions and restrictions for Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2), into a comprehensive set of uniform covenants, conditions and restrictions;

NOW, THEREFORE, the undersigned, being at least two-thirds (2/3) of the property owners in Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2), hereby restate and amend the covenants, conditions and restrictions for Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2), to be governed by the covenants, conditions, and restrictions set forth in this instrument. When effective, this instrument supersedes the Second Amendments applicable to Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2).

The provisions of this instrument shall become effective upon recording. Any circumstances, conditions or improvements which exist prior to the date this instrument becomes effective and which are not in compliance with the provisions hereof shall not be required to be abated, removed or modified. Provided that, if any circumstances, conditions or improvements are voluntarily or involuntarily removed, abated or discontinued after the date this instrument becomes effective, such circumstances, conditions or improvements shall not be renewed or replaced in a manner inconsistent with the provisions of this instrument. Provided further that, this provision shall not be construed to affect the right of the Association or any owner of a lot in the Subdivision to proceed with or initiate action against any person who is in violation of the provisions of the Second Amendments so long as the acts, circumstances or conditions constituting a violation of the Second Amendments also violate the provisions of this instrument.

Definitions

As used herein, the terms set forth below shall have the following meaning:

- a. "Association" means Memorial Forest Civic Club, Inc., a Texas non-profit corporation, its successors and assigns.**
- b. "Committee" means the Architectural Control Committee, as identified in paragraph (b) of the Restrictions.**
- c. "Restrictions" means, collectively, the covenants, conditions and restrictions applicable to Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2), as set forth in this instrument.**

d. “Subdivision” means Memorial Forest, Sections One (1) through Four (4), and Memorial Woods, Sections One (1) and Two (2).

(a-1) **Residential Use.** Each lot and the residential dwelling on the lot shall be used for single family residential purposes only. As used herein, the term “single family residential purposes” means that the lot and the residential dwelling on the lot shall be used by a single family as its dwelling place and residence and the term shall be deemed to prohibit, without limitation, the use of any lot for a duplex apartment, a duplex house, an apartment house, a garage apartment or for any multi-family use or for any business, professional, religious or commercial activity of any type, unless the business, professional, religious or commercial activity is unobtrusive and merely incidental to the primary use of the lot and the residential dwelling on the lot for single family residential purposes. As used herein, the term “unobtrusive” means, without limitation, that there is no business, professional, religious or commercial symbol, structure, logo, icon, flag or sign displayed on the lot; there are no related audio or visual displays (by any means) anywhere on the lot or on any vehicle parked on the lot; there are no clients, customers, employees or the like who go to the lot for any business, professional, religious or commercial related purpose on any regular basis; and the conduct of the business, professional, religious or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic, and the like. Occasional in-home tutoring, piano lessons and the like shall not be deemed to violate this provision. Any use of the residential dwelling on a lot that involves the lease or any other arrangement whereby the residential dwelling is occupied for a period less than six (6) consecutive months (including, by way of example and not in limitation, the use of a residential dwelling for corporate lodging) shall, for purposes of the Restrictions, be considered a prohibited business use of the residential dwelling, not a single family residential purpose, even though the residential dwelling may be occupied by a single family; provided that, this provision shall not be deemed to prohibit a short-term lease agreement made in connection with the sale of a lot whereby the occupant of the residential dwelling on the lot remains in possession of the residential dwelling for a short period after closing. One (1) domestic worker, caregiver or “nanny” residing on a lot shall be deemed to be an immediate member of the single family residing on the lot. No residential dwelling shall be occupied by more persons than the total number of bedrooms in the residential dwelling multiplied by two (2); provided that, this restriction shall not be applicable to

the immediate members of a single family (i.e., husband, wife, children and a domestic worker, caregiver or nanny residing on the lot).

(a-2) **Garages.** Each lot on which there exists a residential dwelling is required to have an attached or detached garage or a porte cochere capable of housing or sheltering not less than two (2) vehicles. Provided that, an attached or detached garage for not less than two (2) vehicles is required on a lot on which a residential dwelling is constructed after the effective date of this instrument; if, at the time plans for a residential dwelling are submitted to the Committee for approval, a detached garage for not less than two (2) vehicles does not exist on the lot, plans for the residential dwelling must include an attached or detached garage and an attached or detached garage for not less than two (2) vehicles must be constructed in conjunction with the construction of the residential dwelling; if a detached garage for not less than two (2) vehicles exists on the lot at the time plans for a residential dwelling are submitted to the Committee for approval (i.e., the detached garage was not razed at the time the previously existing residential dwelling was razed or is not to be razed at the time the existing residential dwelling is razed), an attached or detached garage is not required to be constructed in conjunction with the construction of the residential dwelling so long as the existing garage remains and continues to be used for housing or sheltering vehicles. For purposes of this paragraph, an attached garage is a garage which has at least one wall (or portion thereof) in common with the residential dwelling on the lot. A carport is not permitted on a lot; provided that, this provision shall not be construed to require a carport that exists as of the effective date of this instrument to be removed. No garage or porte cochere shall be constructed on a lot without the prior written approval of the Committee. For purposes of this paragraph, a porte cochere is a covered but otherwise open shelter for a vehicle which extends from, and is an integral part of, the residential dwelling from the standpoint of both appearance and construction. A porte cochere is required to be located on a lot within all applicable building setbacks. An attached or detached garage on a lot may face the street in front of the lot, provided that an attached or detached garage must be located at the rear of the residential dwelling and no portion of the attached or detached garage shall be nearer to the front elevation of the residential dwelling on the lot than thirty (30) feet, measured from the nearest point of the garage and the front corner of the residential dwelling that is nearest to the garage. No detached garage shall exceed a height of sixteen (16) feet above the top of

the slab. A second-story living area above a detached garage is not permitted. A covered breezeway connecting the residence to a detached garage is permitted. Each garage on a lot is required to be capable of being used for housing vehicles used or kept by the persons who reside on the lot.

(a-3) Auxiliary Buildings. Not more than one (1) auxiliary building is permitted on a lot; provided that, an auxiliary building must be approved by the Committee as to compliance with the provisions of this paragraph prior to placing or constructing the auxiliary building on the lot. The footprint of the floor area of an auxiliary building shall not exceed forty-eight (48) square feet and the height of an auxiliary building shall not exceed eight (8) feet, measured from the ground to the highest point of the auxiliary building. No auxiliary building on a lot shall be visible from any street adjacent to the lot at ground level. No auxiliary building shall be located nearer to a property line of the lot than the applicable building setback.

(a-4) Private Club for Memorial Forest. Lots One (1) through Seven (7), inclusive, in Block Seven (7) of Memorial Forest, Section One (1), may be used for either **single family** residential purposes [as defined in paragraph (a-1)] or for the purposes of a private club operated by a non-profit corporation for the recreation and pleasure of the residents of Memorial Forest and for the residents of other subdivisions in the area, and each original purchaser of a home in Memorial Forest shall have the opportunity to join such club providing that said person pay the membership fees and dues of such club and meets other general requirements fixed by the Directors of such club. In connection with the club it will be permissible for that club to place upon said lots a swimming pool, tennis courts, playgrounds, a club house, and other appurtenances ordinarily used by private clubs.

(b) Architectural Control Committee

(b-1) Approval of Plans by Committee. No building or other type of above-ground structure shall be constructed, erected, or placed on a lot or the exterior of any building or other type of above-ground structure modified or altered on a lot (including, without limitation, the replacement of the roof on a building or structure) until plans and specifications therefor have been submitted to and approved in writing by the Committee. Plans and specifications for a residential dwelling to be constructed on a lot or a major addition to an existing residential dwelling on a lot which requires a concrete slab foundation shall include a geotechnical report and a copy of any

similar type of report required by any governmental authority having jurisdiction. The Committee shall have the right and authority to disapprove plans and specifications for a proposed building or structure to be constructed on a lot or an exterior modification of or alteration to a building or structure for: aesthetic considerations; failure to comply with any applicable provision in the Restrictions; failure to provide requested information; failure to pay the Submission Fee, if applicable; objection on the ground of incompatibility of the building or structure with the general plan for the Subdivision; objection on the basis of location; or any other matter which, in the reasonable, good faith judgment of the Committee, renders the building or structure inharmonious with the general plan for the Subdivision. The predominant color(s) of paint and color impregnation proposed to be used on the exterior of a building or structure on a lot (whether a new building or structure or a change in the color of the exterior of an existing building or structure) must be approved in writing by the Committee prior to application. The Committee shall have the authority to disapprove a proposed predominant paint color if the color is not compatible with the predominant colors used on other buildings and structures within the Subdivision. The “predominant” color of a residential dwelling or other building or structure on a lot is the color applied to the greatest area of the exterior of the residential dwelling or other building or structure. A paint color applied exclusively on a front door, shutter or similar feature of a residential dwelling is not deemed to be a predominant color.

The Board of Directors of the Association shall have the authority to establish and adjust from time to time, if deemed appropriate, a reasonable fee to cover the expense of engaging an architect or architectural firm or other professional to review plans and related data for a new residential dwelling to be constructed on a lot and for a major addition to an existing residential dwelling on a lot and to compensate the consulting architect or other professional (the “Submission Fee”). For purposes of this paragraph, an addition to an existing residential dwelling on a lot is deemed to be a major addition if the foundation area of the residential dwelling (i.e., the footprint) is enlarged or, if the foundation area of the residential dwelling is not enlarged, if the Committee, acting reasonably and in good faith, determines that the addition to the existing residential dwelling on the lot is a major addition (such as, by way of example and not in limitation, the addition of a second story living area). Recognizing that the scope of a review for a new residential dwelling and a major addition may vary, the Submission Fee need not be uniform; rather, the Board of

Directors of the Association shall have the authority to establish different Submission Fees for new residential dwellings and major additions. Provided that, a Submission Fee shall only be charged for the review of plans for a new residential dwelling or a major addition to an existing residential dwelling and the amount of a Submission Fee charged to an owner shall not exceed the costs actually incurred by the Association for the services of the consulting architect or other professional in connection with the review of that owner's plans. This paragraph shall not be construed to authorize the Board of Directors of the Association to charge a Submission Fee for any other types of improvements requiring Committee approval or to charge a Submission Fee that is greater than the actual costs incurred for the services of a consulting architect or other professional.

Except as provided in paragraph (v) of the Restrictions, an existing residential dwelling on a lot shall not be razed until plans and specifications for a new residential dwelling to be constructed on the lot have been submitted to and approved by the Committee. The Association shall have the authority to impose reasonable fines for a violation of this provision, subject to any notice requirements imposed by law. Any fines levied against an owner by the Association shall be added to the owner's assessment account and secured by the lien established for the benefit of the Association in paragraph (w-1) of the Restrictions.

(b-2) Election to Committee. The Committee shall be composed of the President, the First Vice-President, and the Second Vice-President of the Association or their successors, and two members elected at large from the membership of the Association. The term of office for each member elected at large shall be for a period of two years. Election of the members at large to the Committee shall be held at the annual meeting of the Association, if possible, and election to said positions shall be by a majority of the property owning members of the Association, who are in attendance at said meeting. Upon a vacancy occurring in the Committee prior to the expiration of the term of office of a Committee member, the remaining members of the Committee shall elect a property owning member from the Association to fill said vacancy for the remainder of the unexpired term. Election to fill any such vacancy shall be by a majority of the remaining members of the Committee.

(b-3) Special Replacement Election. A special election to replace any member of the Committee may be held at any time upon presentation to the President or First Vice-President of the

Association, of a petition requesting said special election and signed by a majority of the property owning members of the Association. Said President shall, within fifteen (15) days of receipt of the petition, hold said meeting and shall have given at least three (3) days' written notice to all property owners in the Subdivision, of the time and place of said meeting.

(b-4) Voting Procedures of Committee. **The Chairperson and Vice Chairperson of the Committee shall be elected by a majority vote of the members of the Committee.** A quorum for meetings of the Committee will consist of a majority of the Committee. Any approval which the Committee may give pursuant to the Covenants, however, shall require the vote of a majority of the Committee members, rather than simply a majority of the quorum. In case of a tie vote or the inability of a Committee member, after reasonable diligence to secure a quorum, the matter will be referred in writing to the Board of Directors of the Association. Said Board of Directors shall meet and be governed by the same rules as govern the Committee. Their vote shall be reported in writing to the Committee and shall carry the same force and effect as a vote of the Committee.

(b-5) Action by the Committee. **Upon the submission of plans and specifications for a proposed improvement on a lot, the owner of the lot is required to submit to the Committee the mailing address of the owner to which all communications from the Committee are to be sent. If the owner fails to submit a mailing address, the owner's mailing address shall be deemed to be the address of the lot for which the plans and specifications are submitted. Upon the receipt of plans and specifications for a proposed improvement on a lot, the Committee shall promptly forward to the owner a written acknowledgment of the receipt of the plans and specifications. The plans and specifications for a proposed building or structure to be constructed on a lot or a modification of or alteration to the exterior of a building or structure on a lot shall be deemed to be approved by the Committee unless disapproval or a written request for additional information is transmitted to the applicant by the Committee within thirty (30) days of the date of the Committee's written acknowledgement of the receipt of the plans and specifications. If the Committee requests additional information or materials from an applicant in writing within the specified thirty (30) day period, the applicant's plans and specifications shall be deemed to be disapproved, whether so stated in the written communication or not, and a new thirty (30) day period for review shall not commence until the date of the Committee's written acknowledgement of the receipt of the requested**

information or materials. No deemed approval shall operate to permit any owner to construct, maintain or alter any building or structure on a lot that violates any provision of the Restrictions (such as, by way of example and not in limitation, provisions relating to the maximum height or location of a building or structure).

The Committee may authorize variances from compliance with any of the architectural provisions in the Restrictions (but not any provisions relating to use) when circumstances such as topography, natural obstructions, hardship, environment or other relevant considerations provide, in the reasonable, good faith judgment of the Committee, an appropriate basis for a variance. A variance shall not be effective unless it is in writing, the reason(s) for its issuance are stated, and the written document is executed by a majority of the members then serving on the Committee or two (2) members of the Committee, whichever is greater.

Members of the Committee shall not be compensated for their services but shall be entitled to reimbursement of reasonable out-of-pocket expenses incurred, provided that reimbursement is approved by a majority vote of the Board of Directors.

(b-6) Commencement of Construction and Completion of Work. If the construction of the improvement for which plans and specifications were submitted to and approved by the Committee has not commenced within one hundred eighty (180) days of the date of approval by the Committee, then no construction may be commenced on the lot; rather, the owner of the lot shall be required to resubmit plans and specifications for the proposed improvements to the Committee for approval in the same manner specified above. A new residential dwelling or a major addition to or renovation of an existing residential dwelling is required to be substantially completed within one (1) year of the date of commencement of construction. The Committee, acting reasonably and in good faith, shall have the authority to determine whether an addition to or renovation of an existing residential dwelling is a major addition or renovation. Any other improvement is required to be substantially completed within six (6) months of the date of commencement of construction. The specified periods for completing the construction of a new residential dwelling or other improvement may be extended by the Committee for unique or unforeseen circumstances that affect the ability of the owner to complete construction within the prescribed time period. For purposes

hereof, the construction of a new residential dwelling or other improvement on a lot is deemed to commence on the date that any construction materials or equipment are delivered to or moved onto the lot; the date of substantial completion of a new residential dwelling or other improvement is deemed to be the date on which a certificate of occupancy is issued by the City of Bunker Hill Village or the City of Houston, whichever is applicable, if a certificate of occupancy is required; or, if a certificate of occupancy is not required, the date the residential dwelling or other improvement is capable of being used for its intended purpose.

(c) Building Setback Lines. No **portion of a building (including, without limitation, eaves or any other portion of the roof, and any other type of overhang)** shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no **portion of a building (including, without limitation, eaves or any other portion of the roof, and any other type of overhang)** shall be located on a lot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, nor nearer than 5 feet from the rear lot line, nor nearer than 5 feet from any side line. **With the exception of a lot adjacent to Plantation or Gessner, as addressed below, the residential dwelling on a lot shall face the street in front of the lot; provided that, the residential dwelling on a corner lot shall face the street on which the lot has the smallest frontage. No residential dwelling shall face Plantation or Gessner.** Notwithstanding the foregoing provisions or any setbacks shown on the applicable plat, no part of the first story of a residential dwelling constructed or altered on a lot after the effective date of this instrument shall be located nearer to the rear property line of the lot than ten (10) feet; further, no part of the second story of a two (2) story residential dwelling constructed or altered on a lot after the effective date of this instrument shall be located nearer to the rear property line of the lot than thirty (30) feet or nearer to a side property line of the lot than ten (10) feet; provided that, the rear setback shall only be applicable to a lot with a rear property line that is adjacent either to another lot in the Subdivision or a residential lot in an adjacent subdivision. For purposes of this paragraph, a two (2) story residential dwelling is a residential dwelling with a second floor living area. Also, for purposes of the building setbacks set forth in this paragraph, an attached garage shall be deemed to be a part of the residential dwelling.

After the effective date of this instrument, the total area of the footprints of the residential dwelling, garage, auxiliary

building and any other improvement on a lot which has a foundation, and any impermeable hardscape on the lot, including, by way of example and not in limitation, driveways and walkways, shall not exceed sixty percent (60%) of the total area of the lot.

(d) Lot Area and Width. No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet or a width of less than 70 feet at the front building setback line. **No lot in the Subdivision shall be further subdivided and no adjacent lots shall be consolidated for the purpose of constructing one (1) residential dwelling thereon.**

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

(f) Temporary Structures. **Except as otherwise permitted in this paragraph, no mobile home trailer, manufactured home, shack, barn, outbuilding or the like, other than a permitted auxiliary building, shall be erected or placed on a lot. No tent, camper or the like shall be used as a residence on a lot. No permitted auxiliary building on a lot shall be used as a residence.**

One (1) construction office or trailer is permitted on a lot only during the period of construction of a new residential dwelling or a major addition or renovation, as determined by the Committee, and then only with the prior written approval of the Committee as to size, color and location. No portion of a construction office or trailer shall be located in a street. No signage is permitted on a construction office or trailer. A construction office or trailer must be removed from the lot within thirty (30) days of substantial completion of the new residential dwelling or the major addition or renovation, as defined in paragraph (b-6) of the Restrictions.

One (1) dumpster is permitted on a lot only during the period of construction of a new residential dwelling or a major addition or renovation, as determined by the Committee, and then only with the prior written approval of the Committee. A dumpster must be located on a lot within the building setbacks applicable to the first story of a residential dwelling, as set forth in paragraph (c), unless otherwise approved in writing by the Committee. A dumpster shall not be placed on a lot until demolition or construction work commences and it shall be

removed from the lot as soon as practicable, but in no event later than the date of substantial completion of the new residential dwelling or the major addition or renovation, as defined in paragraph (b-6) of the Restrictions.

One (1) port-a-can is permitted on a lot only during the period of construction of a new residential dwelling or a major addition or renovation, as determined by the Committee, and then only with the prior written approval of the Committee. A port-a-can must be located within the building setbacks applicable to the first story of a residential dwelling, as set forth in paragraph (c), unless otherwise approved in writing by the Committee, and as far from the front property line as possible while still enabling the port-a-can to be regularly serviced. A port-a-can must be screened from view in a manner determined by the Committee, acting reasonably and in good faith, to be appropriate. A port-a-can shall not be moved onto a lot more than seven (7) days prior to the date that construction of the new residential dwelling or major addition or renovation commences; the port-a-can must be removed from the lot as soon as practicable, but in no event later than the date of substantial completion of the new residential dwelling or major addition or renovation. The dates of commencement of construction and substantial completion of a new residential dwelling or major addition or renovation shall be determined in accordance with paragraph (b-6) of the Restrictions.

(g) Minimum Living Area and Maximum Height. The minimum allowable area of interior living space in a residential dwelling constructed on a lot after the effective date of this instrument shall be two thousand (2,000) square feet. The minimum allowable area of interior living space in the ground level of a two (2) story residential dwelling constructed on a lot after the effective date of this instrument shall be one thousand two hundred (1,200) square feet. For purposes of this paragraph, the term “interior living space” excludes steps, porches, exterior balconies and the garage. No building constructed or manufactured for residential purposes shall be moved onto a lot from another location.

No residential dwelling shall exceed a height of thirty (30) feet above the top of slab. If a new residential dwelling is to be constructed on a lot and there is an existing slab on the lot, the existing slab on the lot shall be surveyed and measured from a point at the curb in front of the lot; the survey and slab height information shall be submitted to the Committee with the initial plans for the residential dwelling to be constructed on the lot.

The measured slab height shall provide the basis for the thirty (30) foot height limitation of the residential dwelling to be constructed on the lot. If a new residential dwelling is to be constructed on a lot and there is no existing slab on the lot, or if the slab is removed without first conducting a survey and measuring the height of the previously existing slab, the Committee, acting reasonably and in good faith, shall have the authority to specify the height of an assumed previously existing slab by averaging the heights of the slabs on the lots on either side of the lot on which the residential dwelling is to be constructed or, in the case of a corner lot, the height of the slabs on the lots that abut the side and rear property lines of the lot on which the residential dwelling is to be constructed. The height of the assumed previously existing slab shall provide the basis for the thirty (30) foot height limitation of the residential dwelling to be constructed on the lot.

No chimney shall extend more than three (3) feet above the ridge line of the roof of the appurtenant residential dwelling unless otherwise required by the City of Bunker Hill Village or the City of Houston, whichever is applicable. The pitch of any portion of a roof on a residential dwelling or garage that is visible, at ground level, from the street in front of the lot on which the residential dwelling or garage is located shall not be less than six (6) feet vertical to twelve (12) feet horizontal.

Not more than twenty-five percent (25%) of the exterior wall on the front of a residential dwelling shall exceed a height of twelve (12) feet, measured from the top of the slab; provided that, only one (1) front exterior wall or portion of a front exterior wall exceeding a height of twelve (12) feet is permitted [i.e., two (2) or more walls or portions of walls exceeding a height of twelve (12) feet are not permitted]. For purposes of this paragraph, the term “wall” means that part of the vertical plane with a constant width that extends perpendicularly (at 90°) from the slab; it does not include that part of the vertical plane which does not extend perpendicularly (at 90°) from the slab, but rather becomes narrower as it extends upward consistent with the slope of the roof.

(h) Exterior Materials. The front, first story exterior wall area of a residential dwelling on a lot and any side, first story exterior wall area of a residential dwelling on a lot must be predominantly comprised of brick. For purposes of this paragraph, an exterior wall is predominantly comprised of brick only if a minimum of ninety percent (90%) of the exterior wall area, excluding window and door openings, is comprised of

brick. Stone or other masonry materials approved by the Committee may be used to accent exterior walls required to be predominantly comprised of brick and on the exterior of other walls; for purposes of this paragraph, stucco, Hardi plank and any similar material shall be considered to be a masonry material. All mortar joints shall be tooled; slump joints are not permitted.

The roofing materials to be installed on a residential dwelling or other improvement on a lot must be approved in writing by the Committee prior to installation as to type, quality and color; provided that, in no event shall tile roofs be permitted. A metal roof having the appearance of being constructed with shingles is permitted with prior Committee approval; all other metal roofs are prohibited. Number 3 tab roofs are prohibited.

The exterior of a chimney must be comprised of brick.

Burglar bars are not permitted on the exterior of a residential dwelling or other improvement on a lot. Burglar bars are permitted in the interior of a residential dwelling or other improvement on a lot only if the burglar bars are not visible from any street within the Subdivision.

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

(j) Livestock and Poultry. The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any part of the subdivision is strictly prohibited.

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

(l) Water Supply; Sewage Disposal. No water well, septic system, or cesspool shall be permitted.

(m) Use of Property. No spirituous, vinous, or malt liquours, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, nor of the United States, or of police, health, sanitary,

building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any of the said sites.

(n) Signs. No sign of any kind shall be displayed to the public view except one sign of not more than six (6) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(o) Oil and Mining Operations. 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.

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

(q) Fences; Walls; Hedges. No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. The maximum fence height on any lot in the Subdivision shall be eight (8) feet.

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

(s) Grass; Weeds. Grass and weeds are to be kept mowed, hedges and shrubs shall be kept pruned, and dead trees shall be removed from all lots, whether vacant or otherwise, to prevent an unsightly appearance and to eliminate a hiding place for animals. This shall be an obligation of the owner and shall be done at the owner's expense.

(t) Parked Vehicles. No motor vehicle shall remain parked, such that it can be seen from any street against which the property

abuts, for more than forty-eight (48) hours, on any area of any property within the Subdivision, which has not been designed for motor vehicles (e.g., on lawns, etc.). In addition, no boat, travel trailer, motor home, van or bus designed for more than ten (10) passengers, or truck larger than a ¾-ton pick-up, shall remain parked such that it can be seen from any street against which the property abuts, for more than seven (7) consecutive days nor more than any part of any seven (7) days in any twenty (20) day period.

(u) Amendments. The Restrictions may be amended by an instrument approved in writing by owners (as of the date of recording the amendment document) representing not less than two-thirds (2/3) of the lots in the Subdivision. Each written approval must be dated but the signature of an owner approving the amendment need not be acknowledged; provided that, a certificate signed and acknowledged by an officer of the Association must be attached to the amendment document verifying that owners of the requisite number of lots in the Subdivision have approved the amendment and that such written approvals were obtained within the time period specified in this paragraph. In the event there are multiple owners of a lot, the approval may be reflected by the signature of a single co-owner. For an amendment document to be valid, the approvals of owners (as of the date of recording) of the requisite number of lots must be obtained within one (1) year of the date of the first written approval obtained. Further, no amendment shall be effective until the amendment document, to which the certificate of an officer of the Association and the written approvals of the owners are attached, is recorded in the Official Public Records of Real Property of Harris County, Texas.

(v) Fire or Casualty; Rebuilding. In the event of a fire or other casualty causing damage or destruction to the residential dwelling or other improvement located on a lot, the owner of such damaged or destroyed residential dwelling or improvement shall, within one hundred eighty (180) days after such fire or casualty, contract to repair or reconstruct the damaged portion of the residential dwelling or improvement and shall promptly commence repairing or reconstructing the residential dwelling or improvement in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Committee, to the end that the residential dwelling or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The one hundred eighty (180) day period may be extended in the discretion of the Committee. If the owner of the lot does not commence repairing or reconstructing the residential dwelling

or other improvement within the one hundred eighty (180) day period (or such longer period if extended by the Committee), the damaged or destroyed residential dwelling or improvement shall be razed by the owner. In the event that the residential dwelling or other improvement is not razed within thirty (30) days of the deadline for commencing repair or reconstruction, the Association shall have the authority, but not the obligation, to engage a contractor to go upon the lot and raze the damaged or destroyed residential dwelling or other improvement; provided that, the Association shall forward to the owner of the lot, at the owner's last known mailing address according to the records of the Association, written notice of its intent to engage a contractor to go upon the lot to raze the damaged residential dwelling or other improvement. Such notice must be mailed to the owner not less than forty-five (45) days prior to the date that the residential dwelling or other improvement is to be razed. All costs incurred by the Association to raze the damaged residential dwelling or other improvement shall be charged to the owner's assessment account and secured by the lien created in paragraph (w) of these Restrictions.

(w) Maintenance Assessments.

(w-1) Owners impose on each lot within the Subdivision and hereby covenant, and each owner of any lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, the following: (1) an annual assessment or charge to be established and collected as hereinafter provided, and (2) special assessments for emergency situations; except said annual and special assessments shall not be levied against any unimproved lot until a residence is built on same and it is occupied. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a Vendor's Lien which is hereby reserved in favor of the Association, and its successor and assigns, upon each lot against which each such assessment is made, to the same extent as if retained as a Vendor's Lien by the Grantor in each deed to any such lot and expressly assigned to the Association, without recourse to any extent unto said Grantor. Each such assessment, together with any accrued interest, and all collection costs and reasonable attorney's fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such lot at the time when each assessment becomes due and payable. The personal obligation for delinquent assessments shall not pass to such person's or entity's assignee or successor in title unless assumed by such assignee or successor.

(w-2) The assessment levied by the Association, shall be used exclusively to improve, beautify and maintain entrance ways, signs or any other common area of the Subdivision, to promote recreation, health, convenience and welfare of the members, such benefits may include, but shall not be limited to, providing patrol or watchman service; fogging for insect control; providing special garbage pick-up; enforcement of the covenants contained herein; employment of one or more architects, engineers, attorneys or other consultants, for the purpose of advising the Architectural Control Committee or other committee of the Association in carrying out its duties and authority as set forth herein; providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Subdivision, and for the benefit of the members of the Association, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final so long as such decisions are made in good faith and in accordance with the law and the Bylaws governing the Association.

(w-3) Each lot shall be subject to an annual maintenance charge to be determined by the Board of Directors of the Association, for purpose of creating a fund to be known as Memorial Forest Maintenance Fund. This maintenance charge shall be payable to the Association, its successors and assigns, annually, in advance, on the first day of March of each year. Such maintenance charge shall cover the period of January 1 through December 31 of each year and shall commence on the date this instrument is recorded in the Real Property Records of Harris County, Texas.

(w-4) In the event the foregoing annual assessment is not adequate to take care of any unforeseen emergency arising out of the civic club's performance of its duties under the terms of the covenants, conditions and restrictions herein created, the Association may levy against all lots, in any assessment year, a special assessment applicable to that year only, in an amount not to exceed the annual assessment for that year, for the purpose of defraying, in whole or in part, the cost of said emergency situation; provided that any such special assessment must have the assent of two-thirds (2/3) of the vote of all property owning members who are voting in person or by proxy, at a meeting of the Association duly called for this purpose.

(w-5) The annual assessments provided for herein shall commence as to the lots on the dates set out in paragraph (w-3) above. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the

Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.

(w-6) The due dates shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

(w-7) Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date until paid, at the rate of ten per cent (10%) per annum. The Association may bring an action at law to collect such assessment against the owner personally obligated to pay the same or foreclose the Vendor's Lien reserved herein against the lot against which such assessment is levied, or may enforce collection by any other means authorized by law. The Association shall be entitled to recover interest accrued, at the rate hereinabove set forth, together with collection costs and reasonable attorney's fees incurred by it in enforcing payment of such assessments. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or by abandonment or conveyance of his lot.

(w-8) The sale or transfer of any lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any lot, pursuant either to mortgage foreclosure or to any proceeding in lieu thereof, shall extinguish the line of such assessments as to any payments that have become due and payable prior to such foreclosure, sale or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof, covering any lot, shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable, nor release any such lot from the lien securing payment of such subsequent assessments.

(w-9) The annual maintenance charges shall continue for a period of ten (10) years from the date this instrument is recorded in the Real Property Records of Harris County, Texas, and then shall continue for successive periods of ten (10) years thereafter unless two-thirds (2/3) of the property owners at the time of any amendment in the Subdivision, shall record an instrument in the Real Property Records of Harris County, Texas, agreeing to the abandonment or modification of such charges.

(x) Garage Sales. Garage sales and lot sales within the Subdivision, are hereby expressly prohibited.

(y) Duration. The Restrictions, as herein amended, and as may be hereinafter amended, shall remain in effect until January 1, 2030, after which time the Restrictions shall be automatically extended for successive periods of ten (10) years each. The Restrictions shall be binding upon and inure to the benefit of and be enforceable by the Association, each owner or occupant of a lot subject to the Restrictions and the respective heirs, legal representatives, successors and assigns of the Association and each owner.

Executed on the dates set forth in the attached consent forms, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.