

RESTRICTIONS FOR MEMORIAL POINT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF POLK:

THAT WHEREAS, SOUTHWESTERN LEISURE, INC., a Texas Corporation (herein referred to as "Developer"), is the owner of all that certain real property in Polk County, Texas, known as MEMORIAL POINT Blocks One through Eleven (said Blocks being sometimes referred to herein jointly as "the Subdivision"), according to the map or plat of MEMORIAL POINT filed for record in the Office of the County Clerk of Polk County, Texas, on December 29, 1970, and recorded in Volume 4, Page 14, of the Map Records of Polk County, Texas, to which plat and the record thereof reference is here made for full and particular description of said real property; and

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW, THEREFORE, in consideration of the premises, Developer does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision including the dedicated roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provision, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

(1) Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except that Developer may maintain a sales office and sales agents on the property. During or after, but not before, the construction of a residence, there may also be constructed a garage, servants' quarters or a guest's quarters, so long as the same are connected (by covered breezeway or otherwise) with, and used in conjunction with such single-family, private residence. Developer reserves the right to designate lots 35-36-37 of Block 6 for commercial or private residential use. Developer reserves the right to designate one lot for use by the Utility District. Developer shall have the right to acquire additional property to enlarge Memorial Point Subdivision and to designate any or all of the Reserve Areas for private residential use in which case owners as described above shall also be subject to all of the rights, benefits and duties of other owners in said Subdivision.

(2) Lot Area. No lot shall be re-subdivided without the specific approval of the Developer, and only one single family residence may be erected, placed or permitted to remain on any lot.

(3) Architectural Control. To aid in the assurance that improvements to be constructed in this Subdivision add to the general quality and that the structure shall blend harmoniously with other improvements in the Subdivision, no residence or other structure, additions, alterations or improvements shall be constructed, completed or thereafter maintained upon the premises unless and until the Developer shall have first approved in writing

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detailed architectural plans and specifications of such proposed structure, addition or alteration. Such plans must be submitted in duplicate to Developer and in addition to floor plans and elevations with specifications shall include the outside design with color scheme and a plot plan showing the location on the building site with respect to the perimeter of the lot and topography of the ground. In the event the Developer disapproves of any such plans, specifications, or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in general the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Developer in this respect, in the exercise of its discretion, shall be final and conclusive. If said Developer fails to approve or disapprove said plans, specifications and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(4) Structures:

- (a) No dwelling shall be erected or permitted to remain on any lot with lake or canal frontage unless the dwelling has a floor area of at least 1500 square feet of living area (when measured to exterior walls), exclusive of attached garages, carports or porches. On all other lots, no dwelling shall be erected or permitted to remain where the living area is less than 1200 square feet.
- (b) No structure shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (3) above, is finished and water and sanitary sewerage disposal facilities (complying with 16 below) are completely installed and operable. If underground electrical service is furnished each lot served will be required to pay a connection charge for the electric service from the pedestal to the residence. This charge is to be paid to the Electric-Power Company furnishing such service.
- (c) No dwelling shall be located on any lot nearer than twenty-five (25) feet to any front lot line, nor nearer than ten (10) feet to any side street lot line, nor nearer than five (5) feet to any interior lot line except that:
 - (i) If one structure is constructed on a homestead consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.
 - (ii) The set-back lines may be relaxed by decision of the Developer if the above prescribed distances are not feasible, considering the terrain and topography of the lot.
 - (iii) Residences located on cul-de-sacs shall be located no nearer than twenty (20) feet to the front lot line.
- (d) No structure shall be placed on any lot which, by reason of high walls or fences, excessive heights, specially peaked roof design, etc., unreasonably obstructs the use or view of improvements to be located upon an abutting lot. For this purpose "Abutting Lot" also includes two or more lots separated by a street. The Developer reserves the right to restrict any structure on lakefront lots to one story in height. Fences, piers, boat houses, or similar structures are subject to architectural control.
- (e) No trailer, mobile home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence, temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any lot, except during construction of permanent structures. No trucks or equipment used for construction purposes may be parked or

- 104 stored on a residential lot or the street adjoining it except during
 105 actual construction of a residence on that lot. No structure is to be
 106 erected on a foundation of creosoted poles or elevated above normal
 107 foundation heights.
- 108 (f) Once construction on an approved structure has commenced, it shall,
 109 with reasonable diligence, continue and shall be completed within six
 110 (6) months thereafter (unless prevented by war, strikes, or acts of
 111 God) as to its exterior, and all temporary structures shall be removed.
- 112 (g) No fence, wall or hedge shall be built nearer to any street than the
 113 building set-back line indicated on plat of this Subdivision filed in
 114 the County Clerk's Office of Polk County, Texas.
- 115 (h) If a central television cable system is available to the Subdivision,
 116 such system is to be used exclusively and in such event, no aerial
 117 antenna or similar structure shall project above the uppermost roof
 118 line of the residential structure on any lot. (Exclusive of Chimney).
- 119 (5) Signs. No sign, advertisement, billboard or advertising structure of any kind
 120 may be erected or maintained on any residential lot without the consent in writing of
 121 the Developer. Developer or his agents shall have the right to remove any such sign,
 122 advertisement or billboard or structure which is placed on any residential lot without
 123 such consent, and, in so doing, shall not be liable and is expressly relieved from any
 124 liability for trespass or other tort in connection therewith, or arising from such re-
 125 moval.
- 126 (6) Nuisances. No noxious or offensive activity shall be carried on or maintained
 127 on any lot in the Subdivision, nor shall anything be done or permitted to be done there-
 128 on which may be or become a nuisance in the neighborhood. Motor bikes will not be per-
 129 mitted if by reason of noise or manner of use they are considered by Developer to be a
 130 nuisance. Drying of clothes in public view is prohibited, (except on lines erected for
 131 the purpose to the rear of the residence).
- 132 (7) Firearms. The use or discharge of firearms is expressly prohibited within the
 133 Subdivision.
- 134 (8) Garbage and Trash Disposal. No lot shall be used as a dumping ground for
 135 garbage, trash, or rubbish. Trash, garbage, and other waste shall be kept in sanitary
 136 containers. Any incinerator or other equipment for the storage or disposal of such
 137 material must be kept in a clean, sanitary and sightly condition. During the construc-
 138 tion of improvements, no trash shall be burned on any lot except in safe incinerators, and
 139 and unless same is so burned shall be removed by the lot owner to a location designated
 140 by the Developer.
- 141 (9) Storage of Materials. No building material of any kind shall be placed or
 142 stored upon any lot except during construction; and then such material shall be placed
 143 within the property lines of the lot on which the improvements are to be erected.
- 144 (10) Animals. No horses, cows, hogs, poultry, or livestock of any kind (other than
 145 house pets of reasonable kind and number) may be kept on any lot. Should such pets be-
 146 come a nuisance in the opinion of the Developer, they must be removed from the premises
 147 and the Subdivision. No pets are to run at large.
- 148 (11) Drainage Structures. Drainage structures under private driveways shall always
 149 have a net drainage opening of sufficient size to permit the free flow of water without
 150 backwater. At the time (or before) a residence is begun, the owner must also con-
 151 struct a driveway of concrete, at least twelve feet in width, from the front property
 152 line to connect to the paved area of the street.
- 153 (12) Unightly Storage. If open carports are used, no unsightly storage shall be
 154 permitted therein that is visible from the street. No unsightly boats, trucks or
 155 vehicles shall be stored (or kept for the purpose of repair) on any lots or drives.
 156 Mail box location is subject to architectural control.
- 157 (13) Off-Street Parking. Both prior to or after the occupancy of a dwelling on any
 158 lot, the owner shall provide appropriate space for off-the-street parking for his, and his
 159 guests' vehicles, including trailers. The parking of such vehicles on road shoulders for
 160 a period longer than two (2) hours is prohibited, except in front of (or beside owner's
 161 residence if corner lot) in which case the maximum is twelve (12) hours. If parked for a
 162 longer period, Developer or his agent shall have the right to remove and store such
 163 vehicles at owner's expense.

164 (14) Cleaning Lots. All purchasers of lots, their heirs and assigns, agree to
165 keep the property purchased mowed and cleaned and if this is not done, the Developer may,
166 without notice and without any liability for any type of damages, clean the lot and mow
167 the grass and weeds and charge the purchasers or other subsequent owners of the property
168 the cost of mowing and cleaning their said lots not to exceed \$10.00 per month per lot.
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(Annual dues - Currently \$ 25.00 per year - billed each July 1.)

170 (15) Club Membership. Each person desiring to acquire title to any lot in the
171 subdivision must first apply for and be accepted for membership in the Memorial Point
172 Yacht Club (herein referred to as the "Club") and must thereafter remain a member of such
173 Club so long as they continue to own such property in the subdivision; provided, however,
174 that the foregoing requirements shall not be applicable to any person, firm, association,
175 or corporation engaged primarily in the building and construction business which has ac-
176 quired title to any lot or lots for the sole purpose of constructing improvements thereon
177 and thereafter selling such lots. All contracts to purchase one or more lots in the sub-
178 division shall be subject to the requirements of this paragraph (15) and shall be automati-
179 cally terminated and cancelled if the Purchaser does not become a member of the Club. All
180 members of the Club must pay annual dues in such amounts as may from time to time be estab-
181 lished by the Club. Membership in the Club entitles the owner of any lot in the subdivision
182 and the members of his family and their guests to the use, subject to such rules and
183 regulations as may be from time to time determined by the Club, of the launching ramp, and
184 swimming pool, tennis court, playground equipment, recreation building, all of which are
185 located on Reserve I, and any and all other recreational facilities which may from time to
186 time be constructed, maintained and operated by the Club. The cost of operating and main-
187 taining the facilities of the Club shall be financed by the assessments provided for in
188 paragraph (21) hereof. Until such time as the Developer shall hereafter elect, in its sole
189 discretion, to establish a non-profit corporation or association to own or operate the facili-
190 ties of the Club, Developer shall retain exclusive rights to control, manage, and operate
191 the Club and all of its properties and facilities. The judgement of the Developer as to
192 necessity or desirability of the installation or construction of any other recreational or
193 other facilities for the use of the members of the Club shall at all times be final and
194 conclusive. Any such additional facilities so constructed by the Club may be operated under
195 the direct control of the Developer or may be leased or licensed to other persons to operate
196 in any other manner as the Developer may from time to time determine.

197 (16) Sewerage. No outside toilets will be permitted. No installation of any kind
198 for disposal of sewage shall be allowed which would result in raw or untreated sewage being
199 carried into the waters of Lake Livingston. All lots must be connected to the central
200 treatment plant before residence is occupied.

201 (17) Easements. Perpetual easements are reserved over and across the lots and streets
202 in the subdivision for the purpose of installing, repairing and maintaining, or conveying
203 to proper parties so that they may install, repair, and maintain electric power, water,
204 sewerage, gas, telephone and similar utility facilities and services for all the lots and
205 properties in the Subdivision as follows: All easements shown on the recorded plat of the
206 Subdivision are adopted as part of these restrictions; and in conjunction with Block 9, a
207 five foot easement is hereby dedicated to the rear of lots 25-26-27-28-29-30-31-32 and 33
208 and an adjoining five foot easement along the East line of lots 25 and 31. Also, a five
209 foot utility easement at the rear of lots 43, 44, 45 and 46 and an adjoining five foot
210 easement on lots 47, 48, 49, 50 and 51. There is also dedicated a ten foot utility ease-
211 ment along the East property line of lots 14-15-16-17-18, Block 1, said easement to adjoin
212 the private drive. In instances in which surrounding terrain may necessitate the location
213 of lines outside the precise areas designated as easement areas, access may be had at all
214 reasonable times thereto, for maintenance, repair and replacement purposes, without the lot
215 owner being entitled to any compensation or redress by reason of the fact that such main-
216 tenance, repair or replacement work has proceeded. There is also reserved and dedicated
217 hereby for the use of the Developer and any public or private utility company an un-
218 obstructed aerial easement five (5) feet wide from a plane twenty (20) feet above easements
219 as shown on the map or plat of the Subdivision and as described above. The easements
220 reserved and dedicated under the terms and provisions hereof shall be for the general
221 benefit of the Subdivision as herein defined and any other land owned or acquired by
222 Developer in the vicinity hereof, and shall also inure to the benefit of and may be used
223 by any public or private utility company entering into and upon said property for the
224 purposes aforesaid, without the necessity of any further grant of such easement rights to
225 such utility companies. Title to all such utility facilities as described herein are
226 retained by the respective utility companies. All lots affected are subject to "flowage
227 easement" as required by the Trinity River Authority. Plans for construction of any kind
228 within this easement must be approved by the Trinity River Authority before work begins.
229 Developer hereby dedicates a utility easement 10 feet in width across the front of all of
230 the lots that are abutting the lake or canal. Such 10 foot easement to adjoin the street
231 right of way, and a 5 foot utility easement along the bulkhead on all lots abutting the
232 lake or canal.

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(10) Oil Gas, Mineral and Water Development. No interest in the oil, gas or other minerals in, or under the property will be conveyed by Developer, all interest in the same being expressly reserved by Developer. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No private water wells and no derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect.

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(19) Covenants Running With the Lands. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction of covenant or to enforce the performance thereof and receive damages from the offender.

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(20) Partial Invalidity. Invalidation of any covenant or restriction (by court judgement or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the rights to enforce against the violator or others the conditions and covenants so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected, and to recover the cost or damages thereof.

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(21) Assessments. There is hereby levied a monthly assessment of \$33.00 against each "Lot" in the subdivision. For the purposes of this paragraph (21) the term "Lot" shall be deemed to refer to any residential unit comprising not more than two of the lots as shown on the recorded plat of Memorial Point Subdivision, and an additional assessment of \$33.00 per month shall be payable as to each additional lot which comprises any residential unit. Such assessment charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot monthly, in advance, on or before the 1st day of each month, beginning with June 1, 1971. All amounts payable by virtue of such assessments shall be used to create a fund for the operation and maintenance of the recreational facilities for the Club described in paragraph (15) hereof, for the enforcement of the restrictions set forth in this instrument, for garbage pickup, fogging and for the maintenance of street and bulkhead lighting in the subdivision and to otherwise promote the betterment, beautification and security of the subdivision, all as the Developer may from time to time determine. All matters relating to the assessment, collection, expenditure and administration of the fund shall be determined by Developer and the Developer may, at his sole discretion, at any time and from time to time, exempt any lot in the subdivision from the payment of such assessment. The amount of said assessment may be changed by the Developer to cover cost of services as described herein. Delinquent assessments shall bear interest after 90 days at the maximum permitted by law and if collected through any court, such court costs and attorney fees as set by the court shall be added to said assessment. In the event and at such time as the Developer may hereafter determine to establish a non-profit corporation of association, as mentioned in paragraph (15) hereof, the Developer reserves the right to transfer and assign unto such non-profit corporation or association all of its rights and powers with respect to the collection, assessment, expenditure and administration of the fund established by the assessments provided for above. At such time as the Developer may determine to transfer and assign any or all of its rights and responsibilities with respect to the assessments to a non-profit corporation or association, it shall do so by written declaration filed for record with the Office of the County Clerk of Polk County, Texas. Developer may also likewise assign the responsibility for enforcement of the architectural control provisions set forth in paragraph (3) hereof and for the enforcement of all the restrictions set forth herein to such non-profit corporation or association, in which event such non-profit corporation or association shall have all of the rights, responsibilities, powers, and authorities of the Developer with respect thereto.

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(22) Special Assessments. In the event of the damage, destruction or other failure of a bulkhead or pier abutting any lot in such a manner as to adversely affect any other lot in the subdivision, and the owner fails to repair such bulkhead or pier, then the Developer shall have the right, but not the obligation, to repair such bulkhead or pier and to assess the owner of the lot for all costs and expenses incurred in connection therewith. In the event of such assessment, any cost so expended by the Developer shall be due and payable, on demand, by the owner of the property so affected, to the Developer.

02 (23) Lien to Secure Assessments. In order to secure the payment of the assess-
 03 ments provided for in paragraph (21) hereof a vendor's lien shall be and is hereby exp-
 04 ressly reserved in the deed from the Developer to the purchaser of each lot or portion
 05 thereof in the subdivision, which lien may be enforceable by appropriate judicial pro-
 06 ceedings by the Developer. Such vendor's lien shall apply to all lots in the subdivi-
 07 sion regardless whether same shall be expressly referred to in the original deed from
 08 the Developer covering any such lot or in any deed hereafter granted by any subsequent
 09 owner thereof. Such vendor's lien shall be automatically second and subordinate only
 10 to the lien or liens of any bona fide lender which after lends money to the owner of
 11 any lot for the purchase of such property or the construction of improvements on such
 12 property. However, the Developer shall have the right, in its sole discretion, to
 13 subordinate such vendor's lien to any other lien which the owner of any lot may here-
 14 after from time to time desire to place against such lot. However, it is expressly
 15 agreed that the foreclosure of any prior lien against any lot shall extinguish only the
 16 amount of any accrued and unpaid assessments against such lot as of the date of such
 17 foreclosure, and shall not terminate the liability of the owner of such lot for payment
 18 of assessment which shall accrue subsequent to the date of such foreclosure, and the
 19 vendor's lien provided for herein shall continue to secure any such assessments which
 20 shall accrue subsequent to the date of any foreclosure of a prior lien. In the event
 21 Developer transfers the right to collect the assessments, as provided for in paragraph
 22 (21) hereof, to a non-profit corporation or association, Developer shall likewise have
 23 the right to transfer and assign its right to all vendor's liens securing payment there-
 24 of to such non-profit corporation or association.

25 In the event the Developer shall assess the owner of any lot for work per-
 26 formed on its behalf by the Developer pursuant to paragraph (22) hereof, the obligation
 27 of such lot owner to pay such assessments shall likewise be secured by lien against the
 28 property affected thereby, which lien shall be and become in existence at the time the
 29 Developer completes the necessary repair or maintenance project, and shall be evidenced
 30 by affidavit executed on behalf of the Developer and filed for record with the County
 31 Clerk of Polk County, Texas. The Developer shall have the same rights and powers with
 32 respect to such lien as it has with respect to the vendor's lien securing the general
 33 assessment against all lots in the subdivision, as set forth in the immediately pre-
 34 ceding paragraph.

35 (24) Duration of Restrictions.

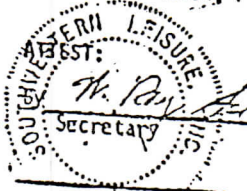
36 (a) The restrictions and covenants herein provided for and adopted shall
 37 remain in full force and effect until the 31st day of December, A.D.,
 38 2010.

39 (b) At the end of the term provided in (24), (a) above, and at the end
 40 of each ten (10) year extension herein provided, the restrictions
 41 and covenants herein provided for shall be automatically renewed
 42 and extended for succeeding periods of ten (10) years each, un-
 43 less, within six (6) months prior to the date such restrictions and
 44 covenants would otherwise be automatically extended, an instrument
 45 shall have been signed by the then owners of a majority of the lots
 46 in the Subdivision and shall have been recorded in the Office of the
 47 County Clerk of Polk County, Texas, agreeing to change said restric-
 48 tions and covenants, in whole or in part. In the instance of com-
 49 munity property, signature of the husband alone shall suffice.

50 It is expressly stipulated that none of the provisions of paragraphs (1) through (24)
 51 hereof shall be applicable to or enforceable against any of the land shown on the recorded
 52 plat of Memorial Point Subdivision as Reserves "A" through "I", inclusive. However, it is
 53 contemplated that Reserve "H", as shown on such recorded plat, record title to which is now
 54 held by Starnes Group, Inc., shall be developed as a townhouse-type residential project.
 55 Accordingly, in the event Reserve "H" is so developed as a townhouse-type residential pro-
 56 ject, the owner and developer of such project on reserve "H" may, at its option, cause each
 57 of the townhouse lots or each of the residential units so constructed thereon to be subject
 58 to the assessment provided for in paragraph (21) hereof and to the vendor's lien in favor

359 of Developer securing payment thereof as provided for in paragraph 23) hereof, in the
 360 same manner and to the same extent as all of the other lots in the subdivision are sub-
 361 jected to such assessment and lien. In the event the townhouse lots in such reserve "II"
 362 shall be made subject to the assessment and lien referred to above by written declara-
 363 tion filed for record with the County Clerk of Polk County, Texas, then the owners of
 364 all such townhouse lots or units in such Reserve "II" shall automatically be entitled to
 365 become members of the Memorial Point Yacht Club and, shall be entitled to all of the
 366 rights, privileges and benefits incident to such membership as set forth in Paragraph
 167 (15) hereof to the same extent as owners of the lots in the subdivision. The imposi-
 168 tion of the above described assessment and vendor's lien on the lots or residential
 169 units in Reserve "II" shall not subject such lots or units to the other provisions of
 170 this restrictions instrument, nor shall it limit the right of the developer of such
 171 townhouse project on Reserve "II" to impose restrictions or additional assessments and
 172 liens thereon.

73 EXECUTED this
 74 SOUTHWESTERN LEISURE, INC.
 75 By W. A. Hancock
 76 W. A. Hancock, President

77  H. Ray ...
 Secretary

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THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. A. Hancock, President of Southwestern Leisure, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Leisure, Inc., and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of MARCH,
A.D., 1971.

W. Wayne Ware
Notary Public in and for Harris County, Texas



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THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 23 day of March, 1971 at 8:30 o'clock A.M. and was recorded at 8:00 o'clock A.M., in Vol. 253 Pages 545 of said County.



Witness my hand and official seal at office in Livingston this 20 day of March, 1971.

I. W. KENNEDY
Clerk, County Court, Polk County, Texas

By Judy Walker Deputy

Signed - 3-18-83

TRANSFER AND ASSIGNMENT OF RIGHTS UNDER RESTRICTIVE COVENANTS OF

MEMORIAL POINT SUBDIVISION

2382

STATE OF TEXAS I
COUNTY OF POLK I

WHEREAS, by instrument dated March 16, 1971, titled "Restrictions for Memorial Point", recorded in Volume 253, Pages 545 et seq of the Deed Records of Polk County, Texas, Southwestern Leisure, Inc., as Developer, imposed certain restrictive covenants upon Memorial Point Subdivision in Polk County, Texas, as the same is shown upon plat thereof recorded in Volume 4, Page 14 of the Plat Records of Polk County, Texas, to which restrictive covenants reference is hereby made for all pertinent purposes; and,

WHEREAS, in Paragraph 21 of said restrictive covenants, the developer therein reserved the right to transfer and assign various rights, privileges, duties, assessments, liens and responsibilities reserved to Developer in said restrictive covenants, to a non-profit corporation; and,

WHEREAS, MEMORIAL POINT PROPERTY OWNERS ASSOCIATION is a non-profit corporation organized and existing under the laws of the State of Texas, organized for the purposes set forth for said non-profit corporation in said restrictive covenants of Memorial Point Subdivision; and,

WHEREAS, UNITED SAVINGS ASSOCIATION OF TEXAS, a Texas savings and loan association, and the successor in interest to Southwestern Leisure, Inc., and as the successor developer of Memorial Point Subdivision, now desires to assign and transfer all its rights, privileges, duties, authorities, obligations, liens and assessments reserved under said restrictive covenants of Memorial Point Subdivision, to said MEMORIAL POINT PROPERTY OWNERS ASSOCIATION, in accordance with Paragraph 21 of said restrictive covenants:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1) and other good and valuable considerations, and in consideration of the premises, that UNITED SAVINGS ASSOCIATION OF TEXAS, a Texas savings and loan association organized and existing under the laws of the State of Texas, with its principal offices in Houston, Harris County, Texas, and acting herein by and through its duly authorized officers, pursuant to the provisions of Paragraph 21 of the Restrictive Covenants of Memorial Point Subdivision as hereinabove referred

to, has TRANSFERRED and ASSIGNED and does hereby TRANSFER and ASSIGN unto MEMORIAL POINT PROPERTY OWNERS ASSOCIATION, a Texas non-profit association duly organized and existing under the laws of the State of Texas, with its principal business office in Livingston, Polk County, Texas, and whose address is 102 Legend Lane, Livingston, Texas, 77351, all rights, powers, privileges, authorities, duties, obligations, assessments and liens reserved by, to or vested in the developer under the restrictive covenants of Memorial Point Subdivision as recorded in Volume 253, Pages 545 et seq of the Deed Records of Polk County, Texas, including, but not limited to (a) all architectural control; rights, privileges and reservations as set forth in Paragraph 3 of said restrictive covenants; (b) the rights and responsibilities of operating the club facility as set forth in Paragraph 15 of said restrictive covenants; (c) the right of enforcement of said restrictive covenants as set forth in Paragraph 19 of said restrictive covenants; (d) all rights, privileges and assessments relating to the maintenance assessments set forth in Paragraph 21 of said restrictive covenants; (e) all rights and privileges relating to special assessments set forth in Paragraph 22 of said restrictive covenants; (f) all liens whether now existing or arising in the future relating to the securing of the regular and special assessments under the restrictive covenants, as set forth in Paragraph 23 of said restrictive covenants, and (g) all other rights, duties, responsibilities, authorities, privileges and powers granted to the developer under said restrictive covenants, whether or not the same are expressly set forth and enumerated in this assignment or are otherwise contained in said restrictive covenants.

EXECUTED this the 18 day of March, 1982.

UNITED SAVINGS ASSOCIATION OF TEXAS

By: Francis Staff - Vice President

ATTEST:

ACCEPTED:

MEMORIAL POINT PROPERTY OWNERS ASSOCIATION

By: Stephen E. Bond
STEPHEN E. BOND, President

MEMORIAL POINT PROPERTY OWNER'S ASSOCIATION

DEED RESTRICTION DEFINITIONS

August 8, 2002

PARAGRAPH (13) Off Street Parking Both prior to or after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his, and his guests vehicles, including trailers. The parking of such vehicles on road shoulders for a period of longer than two (2) hours is prohibited, except in front of (or beside owner's residence if a corner lot) in which case the maximum is twelve (12) hours. If parked for a longer period, Developer or his agent shall have the right to remove and store such vehicles at the owner's expense.

Definitions:

- a) Appropriate parking space means a concrete (or gravel, if approved by the architectural committee) driveway, or in a garage.
- b) Parking anywhere else on the lot, other than on paved area is prohibited.
- c) The maximum size of any vehicle, or trailer, that may be stored on a residential lot is 20 feet long, by six feet high, by six feet wide.