

Reservations, Restrictions and Covenants In Nassau Bay

Section VII

At a meeting of the Board of Directors of MEMORIAL VILLAGE BUILDERS, INC., a Texas Corporation, herein sometimes called "Memorial " held in the office of the corporation in Houston, Texas, on the 20th day of September, 1965, all of the directors being present, the following resolutions were adopted by unanimous vote:

WHEREAS, MEMORIAL VILLAGE BUILDERS, INC., is the owner of all the lots and property in NASSAU BAY; Section VII, an addition in Harris County, Texas, according to the plat thereof, filed for record in the office of the County Clerk of Harris County, Texas, on the 20th day of September, 1965, under Clerk's File No. C 162741, and,

WHEREAS, it is the desire of MEMORIAL VILLAGE BUILDERS, INC., to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said Nassau Bay, Section VII.

NOW, THEREFORE, BE IT RESOLVED, That MEMORIAL VILLAGE BUILDERS, INC., acting herein by and through its duly authorized officers; as owner of all lots in Nassau Bay, Section VII, does hereby impose the restrictions and covenants hereinafter set out and the same shall be applicable to Nassau Bay, Section VII, an addition in Harris County, Texas, the plat of which was filed in the office of the County Clerk in Harris County, Texas, on the 20th day of September, 1965, under Clerk's File No. C 162741. Said map has been duly authenticated with proper certificates showing dedication of the streets, drives and easements to the use of the present and future residents and to the public, subject to the restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes as, in the judgment of MEMORIAL VILLAGE BUILDERS, INC., are necessitated by the efficient installation of improvements.

RESERVATIONS

That the plat filed for record on even date herewith dedicates for public use as such and subject to the limitations set forth in the dedication appearing on said plat, the streets, alleys, parks and easements

shown thereon and there were reserved and are hereby expressly reserved in MEMORIAL VILLAGE BUILDERS, INC., the following rights, titles, and easements, which reservations are expressly made a part of, and shall be construed as being adopted in, each and every contract, deed or conveyance executed or to be executed by on behalf of MEMORIAL VILLIAGE BUILDERS, INC., conveying said property or any part thereof.

(1) The legal and fee simple title in and to each and all of the several streets and drives and easements as shown on said map or plat is hereby reserved in MEMORIAL VILLAGE BUILDERS, INC., subject to the limited dedications herein expressed.

(2) MEMORIAL VILLAGE BUILDERS, INC. reserves the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines, gas sewers, or any other utility MEMORIAL VILLAGE BUILDERS, INC. sees fit to install in, across and/or under said lots, blocks, and homesite tracts in said Section VII of Nassau Bay as shown on aforesaid map recorded in Harris County Map Records, to which map and the record thereof reference is here made for the purposes.

(3) Subject to sub-paragraph numbers 1 and 2 above, MEMORIAL VILLAGE BUILDERS, INC. dedicates to the public use, as such, all of the streets, alleys, parks and easements shown on the above plat forever except that the use of streets, alleys, and easements by any utility company or companies, for the construction, installation, maintenance, operation, repair and/or removal of utility pipe, lines and cables is limited to those public utility company or companies having the right of eminent domain for such utility purposes, and to their use for only those purposes for which such right of eminent domain exist as to said streets, alleys, and easements; all other right title interest and use of such streets, alleys and easements for private or for public utility purposes is reserved to MEMORIAL VILLAGE BUILDERS, INC.

(4) MEMORIAL VILLAGE BUILDERS, INC. reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

(5) Neither MEMORIAL VILLAGE BUILDERS, INC. nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

(6) It is expressly agreed and understood that the title conveyed by MEMORIAL VILLAGE BUILDERS, INC. to any lot or parcel of land in said addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits on any utility or appurtenances thereto constructed by or under MEMORIAL VILLAGE BUILDERS, INC. or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in MEMORIAL VILLAGE BUILDERS, INC.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of Nassau Bay, Section VII, an addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas on MEMORIAL VILLAGE BUILDERS, INC., on September 20, 1965, under Clerk's File No. C 162741; being the owners of all property located in said Nassau Bay Section VII, desires to restrict the use and the development of the property located in Nassau Bay, Section VII in order to insure that it will be a high class restricted district:

NOW, THEREFORE, MEMORIAL VILLAGE BUILDERS, INC., being the owner of property known as Nassau Bay, Section VII, an addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on 20th day of September, 1965, under Clerk's File No. C 162741, does hereby impose the following restrictions on said property which shall inure to the benefit of MEMORIAL VILLAGE BUILDERS, INC., its successors and assigns, and any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal method is deemed advisable; and if any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

GENERAL RESTRICTIONS

(1) These restrictions shall be effective until January 1, 2005 and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of lots in Nassau Bay, Section VII may release all of the lots hereby restricted from

any one or more of said restrictions, or may release any lot from any restriction imposed hereby or created by deed from MEMORIAL VILLAGE BUILDERS, INC. on either January 1, 2005, or at the end of any successive ten-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to January 1, 2000, or at any time prior to five (5) years preceeding the expiration of any successive ten-year period thereafter.

(2) This property shall be used for single family residence purpose only.

(3) Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph.

(4) Parts of two or more adjoining lots facing the same street in the same block may be designed as one homesite, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the lot shall not be less than 8,000 square feet.

(5) No structure of any kind shall be moved on to any lot, except as provided in Section (11) hereof.

(6) The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas, or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited.

(7) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, projections and every other permanent part of the improvements, except roofs; however, steps, terraces, planters, etc. outside of building lines will be permitted, provided that these elements may not extend higher than one foot (1') above finished grade line at the house.

(8) No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises.

(9) No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the addition.

(10) No animals, livestock or poultry, of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

(11) No building materials or temporary building of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and, expressly, but not by way of limitation, shall not be used for residential or sales office purposes, either during construction, or thereafter, and shall be removed immediately upon completion of construction.

(12) Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired, and if not removed by owners, then MEMORIAL VILLAGE BUILDERS, INC., or Nassau Bay Homes Association Inc. may remove such trees and shall not be liable for damage done in such removal. Vacant lots shall not be used as dumping ground for rubbish, trash, rubble, or extra soil, except in closed top incinerators, because of the danger of damage to trees and to buildings.

(13) No fence, wall or hedge shall be placed on any lot in the addition nearer to any front street than is permitted for the house on said lot, and no fence, wall or hedge shall be placed on any portion of the sites higher than six feet (6') from the ground. No wire or woven fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of MEMORIAL VILLAGE BUILDERS, INC., and such encroachment is wholly at the risk of the owner.

Fences, walls, and hedges are permitted along, but inside, the property lines adjoining side streets, but not closer to the front street than the front set-back line for the house or residence.

(14) No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet area, advertising the property for sale.

No boats, busses, trucks, trailers, housetrailer, or junk of any kind or character, or any accessories, parts or objects to be used therewith, shall be kept on any lot nearer to the front street than the rear line of the house or residence or nearer to a side street than the side street building set-back line.

(15) No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of this property.

(16) No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of MEMORIAL VILLAGE BUILDERS, INC.

(17) MEMORIAL VILLAGE BUILDERS, INC. may make other restrictions applicable to each lot by appropriate provision in the contract of deed, without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

(18) Violations of any restrictions, condition or covenant herein shall give MEMORIAL VILLAGE BUILDERS, INC., the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

(19) No building shall be erected on any lot nearer to the front property line or nearer to the side street property line than the building line shown on the recorded plat. In any event, no building shall be located nearer than 25 feet to the front property line, or nearer than 10 feet to any side street property line.

No building shall be located nearer than 7 feet to any interior property line, except that a garage or other permitted accessory building located 75 feet or more from the front property line may be a minimum distance of 3 feet from an interior property line. No building may be closer than 8 feet to the rear property line and no building, even a temporary nature, may be placed in a utility easement.

(20) No house shall be constructed in the addition which has less than 51% masonry exterior walls in the main structure with frame construction being permitted on detached garages. If garage is integral part of structure, it is considered part of main structure.

(21) No type of radio aerial or television antenna shall be erected on the outside of any residence or above the roof of said residential structure.

(22) No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and plat showing the location of structure or improvements have been approved by the Architectural Control Committee as to the quality of workmanship and materials; harmony of external design with existing structures; and location with respect to topography and finished grade elevation, and compliance with general restrictions.

MEMORIAL VILLAGE BUILDERS, INC., acting by and through its duly authorized officers is hereby designated as the Architectural Committee, which Committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The Committee shall have the right to designate a representative or representatives to act for it in all matters arising hereunder. In the event a designated committee or its successors fail or refuse to act hereunder, then Nassau Bay Homes Association, Inc., shall be entitled to so act in place thereof. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created.

LIVING AREAS

The living area of the main house or residential structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall be not less than 2,000 square feet; in the case of any residence of more than one story, the requirements as to living area shall be at least 25% more, or a total of 2,500 square feet for both stories. No residence may exceed two stories in height.

FACING OF RESIDENCES

Houses or residences on corner lots shall face the street from which the greater building line set-back is shown on the recorded plat.

FACING OF GARAGES

No garage located closer than 75 feet to the front property line shall face and open at less than a 90 degree angle to the front property line.

Garages on corner lots may optionally open directly towards, and have driveway entrances from, the side streets, except that no garage shall face and open at less than a 90 degree angle to the side street unless the garages on the following lots are at least the following distances from the side street property lines:

Lot 17, Block 26

70 feet from Cape Charles Lane.

Lots 23, Block 26

55 feet from Cape Charles Lane.

Lot 24, Block 26

55 feet from Cape Charles Lane.

Lot 28, Block 26

50 feet from Cape Charles Lane.

Lot 29, Block 26

70 feet from Cape Charles Lane.

Lot 31, Block 26

70 feet from Prince William Lane.

Lot 1, Block 27

60 feet from Port Royal Drive.

Lot 16, Block 27

70 feet from Upper Bay Road.

Lot 27, Block 27

60 feet from Port Royal Drive.

Lot 5, Block 32

50 feet from Upper Bay Road

Lot 6, Block 32

50 feet from Upper Bay Road.

Lot 13, Block 32

70 feet from Upper Bay Road.

Lot 14, Block 32

70 feet from Upper Bay Road.

No change, break or alteration can be made in the bulkheading on lots adjoining Lake Nassau, or can any work or construction of any nature be done in those lots subject without the approval of the Architectural Committee.

BULKHEADING

No change, break or alteration can be made in the bulkheading on adjoining Boat Channels, Nassau Bay, or Swan Lagoon, or any work or construction of any nature be done on those such lots without the approval of the Architectural Committee.

PIERS

No piers, docks or other structures shall be erected in channels; however, boat bumpers approved by MEMORIAL VILLAGE BUILDERS, INC. may be installed.

BOAT HOUSES

No boat houses shall be erected unless same shall constitute an integral part of the residence. This restriction may be waived in certain instances where MEMORIAL VILLAGE BUILDERS, INC. deems it necessary to allow the property owner to build a boat house because channeling into the lot might result in severe damage to the lot or adjacent properties.

PROVISION FOR YARD LIGHTING

Each house, when completed, shall include a gas outlet and line to the front of the house for the purpose of installing a gas light in the front yard thereof; such house tap and line to be installed by the builder at a point designated by the architectural committee. The gas light shall be kept burning during all hours of darkness by the builder or any subsequent owner or resident. In lieu of a gas light, an electric light of similar light output, quality and design may be installed.

DRIVEWAYS

Driveways shall be constructed with a minimum width of nine feet (9') with expansion joints not more than twenty feet (20') apart, with one joint at back of street curb. Width of driveway shall flair to a

minimum of sixteen feet (16') and the curb shall be broken in such a manner that the driveway may be at least four inches (4") thick at its end towards the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

WALKS

Walks from the street curb to the residence shall have minimum width of four feet (4').

MAINTENANCE FUND

(1) Each residential lot in Nassau Bay, Section VII shall be subject to an annual maintenance charge of not more than ten (10) mills per square foot of lot area. Lots which have odd shapes causing excessive square footage for the construction of residence shall have equalized maintenance charge based on the surrounding lots. This adjustment will be entirely at the discretion of NASSAU BAY HOMES ASSOCIATION, INC.

(2) This maintenance charge shall be secured by vendors lien for the use and benefit of NASSAU BAY HOMES ASSOCIATION, INC. and it is to be paid to it annually, in advance, on January 1st, of each year after the date of sale of each lot. The maintenance charge for the current year of the sale of each lot will start on the date of such sale, and the prorated portion for the remainder of that year will be due and payable on such date of sale. Interest at the rate of 6% per annum may be charged on any delinquent charges.

(3) Such annual maintenance charge may be adjusted by NASSAU BAY HOMES ASSOCIATION, INC. from year to year, as the needs of the property and the subdivision require, in their judgement, and to meet the annual requirements; but in no event shall the charge so set exceed the maximum of ten (10) mills per square foot of lot area. NASSAU BAY HOMES ASSOCIATION, INC., shall use funds so collected from the lot owners in Section VII of NASSAU BAY, in conjunction with funds collected in any and all other sections of NASSAU BAY, and adjoining property which shall contribute to maintenance so far as they may be sufficient, in their judgement, toward the payment of maintenance of streets, sidewalks, paths, parks, parkways, esplanades and vacant lots; furnishing of bus service, or the subsidy for such public bus service as may be necessary; for providing fire, police or watchman service; for the maintenance of street lighting; fogging or insect control, for backdoor garbage and rubbish pickup; owning and providing recreational facilities including marina, swimming pool and club, maintain

channels navigable; and maintain buoy markers for enforcement of these restrictions; and doing any other thing necessary or desirable in the opinion of NASSAU BAY HOMES ASSOCIATION, INC. to maintain or improve the property, or the subdivision, or that which is considered of benefit to owners or occupants of the subdivision. The use of the maintenance charge money for any of these purposes is permissive and not mandatory, and the decision of the NASSAU BAY HOMES ASSOCIATION, INC. shall be final, so long as made in good faith.

(4) These annual maintenance charges shall continue for such period as these restrictions are in effect, or until such time as the maintenance fund charges may be changed in whole or part as in Paragraph Three (3).

(5) In order to encourage the granting of first mortgage liens on property within this subdivision, before NASSAU BAY HOMES ASSOCIATION, INC. may proceed to enforce this prior lien, granted and reserved under these restrictions, upon any property upon which there is outstanding a valid first mortgage lien, it shall be necessary that a sixty (60) day notice be sent to the nearest office of such first mortgage lienholder by registered mail of such intent, which notice may be a statement of the charges delinquent, together with notation "Final Sixty Day Notification to Proceed to collect Maintenance Fund Lien." Upon request by any first lien mortgage holder, or proposed holder, NASSAU BAY HOMES ASSOCIATION, INC. shall furnish for the mortgage holder's file an executed form relating the provisions of paragraph Five (5) to the applicable individual lot.

We, Wm. D. Cleveland, as Vice President of MEMORIAL VILLAGE BUILDERS, INC., and Hubert J. Kainer, as the Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of MEMORIAL VILLAGE BUILDERS, INC. passed and adopted at a meeting of said Directors of MEMORIAL VILLAGE BUILDERS, INC. held in Houston, Texas.

WITNESS our hands at Houston, Texas on this the 20th day of September, 1965.