

NOW, THEREFORE, the undersigned, being not less than fifty-one percent (51%) of the Lot Owners in Nottingham Forest, Sections One (1) through Seven (7), hereby restate and amend the Consolidated Restrictions in their entirety. By virtue of this document, all Lots in Nottingham Forest, Sections One (1) through Seven (7), shall be subject to the covenants, conditions, restrictions, liens and charges set forth herein and all such Lots shall be improved, sold, used and enjoyed in accordance with the provisions hereof. The provisions of this document shall run with the land and be binding upon all parties who now or hereafter have or claim any right, title or interest in any Lot in Nottingham Forest, Sections One (1) through Seven (7), or any part thereof, and on the heirs, executors, administrators, successors and assigns of such parties, regardless of the source or manner in which any such right, title or interest is or may be acquired.

## **ARTICLE I**

### **DEFINITIONS**

1.01 "Owner" or "owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any lot in Nottingham Forest Sections One, Two, Three, Four, Five, Six or Seven on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 "Lot" or "lot" shall mean and refer to that portion of any of the plots of land shown upon the plats and subdivision maps referred to in the preamble above, in the real property records of Harris County, Texas, on which there is or will be built a single family dwelling. The term "Lot" or "lot" shall not include the common area or any other reserves shown on the said map or plat.

1.03 "Association" shall refer to Nottingham Forest Civic Association, Inc., a Texas non-profit corporation, its successors and assigns.

1.04 "Board" shall mean the Board of Trustees elected to manage the business of the Association.

1.05 "Subdivision" shall mean and refer to Nottingham Forest, Sections One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7).

1.06 "Restrictions" shall mean and refer to the covenants, conditions, restrictions, easements, reservations, liens and charges that shall be applicable to and govern the improvement, use, occupancy and conveyance of all Lots in the Subdivision as set out in this instrument.

## **ARTICLE II**

### **THE NOTTINGHAM FOREST CIVIC ASSOCIATION**

2.01 The affairs of the Subdivision shall be administered by the Association. The Association shall have the authority to levy and collect assessments, to expend funds, and to enforce the provisions of these Restrictions, all as provided herein. No provision in these Restrictions shall be construed to preclude any Owner from enforcing the provisions of these Restrictions in such Owner's name.

## ARTICLE III

### ARCHITECTURAL CONTROL COMMITTEE AND/OR BOARD APPROVAL

3.01 The Architectural Control Committee ("ACC") shall consist of three (3) owners of lots in the Subdivision selected by the Board. The members of the ACC shall serve a term of three (3) years provided, however, that any member of the ACC may be removed by a majority vote of the Board at any time, with or without cause. In the event of such removal by the Board or in the event resignation, death, or retirement of any member of the ACC or in the event any member of the ACC shall cease to be the owner of a lot, then the Board shall, at a special meeting called for that purpose or at any regular meeting, appoint a successor member to the ACC, which successor member shall complete the unexpired term of the committee member who is being replaced. Nothing herein contained shall prohibit any member of the ACC from serving more than one (1) three (3) year term. No member of the Board may serve as a member of the ACC while serving as a member of the Board.

3.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained on any lot in the Subdivision nor shall any exterior addition to or change or alteration thereto be made or undertaken, including, without limitation, painting the exterior thereof or changing the roof and/or roofing materials, until one or more documents, specifications and/or drawings (the "Plans") adequately describing the changes) and showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the ACC as to compliance with these Restrictions and as to harmony of design with other buildings and structures in the Subdivision. Notwithstanding the foregoing, emergency construction to repair sudden and catastrophic damage may be undertaken immediately, if necessary, to avoid further damage or injury. Exterior maintenance and upkeep that does not change the appearance of buildings or structures does not need to be submitted to the ACC for approval. All new construction, renovations or additions must be consistent with similar architectural styles in the Subdivision as provided in Section 5.06.

3.03 All Plans to be approved by the ACC must be submitted in writing. If the Owner is submitting a change after initial approval has been received, then the change(s) must be identified distinctly, and any revision, modification or change in any plans previously approved by the ACC must be approved by the ACC in the same manner specified in Section 3.02.

3.04 Each plan submitted to the ACC shall be assigned a case number by a member of the ACC. In the event that a plan is not approved or disapproved in writing within thirty (30) days of the date of actual receipt of the Plans by the ACC, the Plans shall be deemed to be approved; provided that, no deemed approval shall operate to permit any Owner to construct or maintain any improvements on a Lot that violates any express provision of these Restrictions. Provided further, that any written request by the ACC for a clarification of or additional information relating to a plan within the thirty (30) day period shall be deemed to be a disapproval of the plan, whether or not so stated, and a new thirty (30) day period to review the plan shall not commence until the actual receipt by the ACC of the requested information. If the ACC disapproves a plan, the reason(s) therefore must be set forth in the written notice to the Owner.

3.05 In the event Plans are disapproved by the ACC, the Owner may either 1) submit to the ACC a new set of Plans which address the reason(s) for rejection with the changes highlighted, or 2) appeal that decision by submitting such rejected Plans to the Board with a request for approval by not later than the second scheduled meeting of the Board following the notice of appeal to the Board. If the Owner chooses to appeal to the Board, the decision of the ACC to reject the Plans will be upheld unless a majority of those trustees actually serving on the Board at the time vote to approve the Plans (this means on an eight member board, there must be five votes to reverse the ACC's decision regardless of the actual number of trustees voting). The Board shall act on the appeal by its second scheduled meeting following the notice of appeal. Failure of the Board to approve the Plans by the second meeting shall mean the appeal is denied.

3.06 All approvals granted by the ACC or by the Board after appeal shall be valid for six (6) months to allow the Owner to obtain the necessary construction permits. An extension may be granted by the ACC if the Owner represents there have been no changes to the original approved Plans. Otherwise,

new Plans must be submitted. All approved work must be completed within eighteen (18) months from the date all permits are obtained. The completion of the project includes all landscaping and driveways, if applicable. The ACC may grant extensions in writing.

3.07 The ACC may make reasonable inspections of any exterior construction during the course of the construction, but must coordinate any inspections with the Owner.

3.08 The Board, upon request by the ACC or an Owner, shall have the right to grant variance(s) from the restrictions contained in sections 5.01 through 5.21.

3.09 Approvals of Plans by the ACC or the Board do not constitute a representation of the adequacy or safety of design or compliance with Codes or other legal requirements and all such legal requirements must be complied with. No new construction or addition may encroach onto another lot or any platted restrictions or easements.

#### **ARTICLE IV.**

#### **MAINTENANCE, REPAIRS AND OCCUPANCY**

4.01 The owner of each lot in the Subdivision is obligated to maintain the owner's lot and all improvements on the lot in a neat and attractive manner. In the event an owner of a lot shall fail to maintain the lot and/or any improvement on the lot in a neat and attractive manner, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the lot, without liability in trespass, and repair, maintain, and restore the lot and the exterior of any building or other improvement on the lot, all at the expense of the owner to be paid within thirty (30) days. As used herein, "maintain" shall be deemed to require that each structure on a lot must be regularly painted as necessary in order to maintain a neat and attractive appearance, that all siding and exterior components of a structure must be kept clean and in good repair and replaced when and as necessary, and that all damage to any portion of the exterior of a structure on a lot must be promptly repaired. Grass which is allowed to grow to a height in excess of six (6) inches and lawns which are not regularly edged and trimmed shall be deemed to constitute a violation of this section. The Association shall not exercise its right to enter upon a lot to perform necessary maintenance and/or repair work unless and until a notice specifying the necessary maintenance and/or repair work has been forwarded to the record owner of the lot by certified mail, return receipt requested, at the owner's last known address according to the records of the Association, which notice shall allow the owner a period of not less than ten (10) days from the date of mailing the notice to effectuate the necessary maintenance and/or repair work. Provided that, in the event of an emergency which, in the reasonable judgment of the Board of Trustees of the Association poses an immediate threat to the health, safety, or welfare of residents of the Subdivision, such ten (10) day notice shall not be required prior to the Association's entering upon the property and effecting the necessary maintenance and/or repair work. All costs incurred by the Association to perform maintenance and/or repair work on a lot shall be added to the owner's assessment account and secured by the lien created for the benefit of the Association in Article VII of these Restrictions.

#### **ARTICLE V**

#### **DESCRIPTION OF IMPROVEMENTS AND USES OF LOTS**

5.01 All Lots shall be used for single family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family house not to exceed two stories in height, a private garage for not fewer than two (2) nor more than three (3) automobiles, a porte-cochere connecting the house and garage, and one (1) or more auxiliary structures permitted by these Restrictions.

## **A. STRUCTURAL GUIDELINES**

### **1. The House**

5.02 On lots smaller than fifteen thousand square feet (15,000 sq. ft.) in area, the house may not exceed thirty-six (36) feet in height measured from the unimproved average level of the surrounding finished grade of the lot to the highest point of the structure, excluding the chimney. On lots larger than fifteen thousand square feet (15,000 sq. ft.) in area, the house may not exceed thirty-eight (38) feet in height measured from the unimproved average level of the surrounding finished grade of the lot to the highest point of the structure, excluding the chimney. The pitch of a roof may not be less than four (4) feet vertical to twelve (12) feet horizontal.

5.03 "Two stories in height" is defined to mean that the livable space in the attic above the second floor may not exceed thirty-five percent (35%) of the main house's second floor square footage. In calculating the 35%, the area above the garage or any porte-cochere shall not be included in the calculation of the second floor square footage. "Livable space" is defined as that area in the attic that can be enclosed by eight (8) foot walls.

5.04 No windows in a two-story house's attic space may face an adjoining side or back lot. No exterior doors or balconies are permitted in the attic space of the house.

5.05 The front and each side exterior wall of any residence shall consist of not less than 51% brick veneer, masonry and/or natural stone construction. For purposes of these Restrictions, stucco is "masonry" only when used in an addition consistent with the existing architecture of the residence. In no event, however, may the exterior of a residence consist of more than 49% stucco.

5.06 New construction or renovations must be similar to the architectural style of the Subdivision and must comply with the specific requirements of these Restrictions regardless of the pre-existing presence of styles or construction that would not comply with these Restrictions.

5.07 Front and side windows must give the appearance of containing multiple panes of glass with separating grids ("muntins").

5.08 All houses, porte-cocheres and garages may be built on a slab or pier and beam type foundation; however the ACC may approve an alternative foundation.

5.08-A No window, roof or wall type air-conditioner that is visible from a street in the Subdivision or a neighboring lot at ground level shall be used, placed or maintained in a residential dwelling, garage or other improvement on a lot.

### **2. The Garage and Porte-cochere**

5.09 No garage or porte-cochere may exceed the height of the main house. If the garage and/or porte-cochere has a second story living area above it, the bottom edge of any window in that second floor living area on the side facing the nearest side lot or rear lot may not be lower than six feet above the floor of the room it is in.

5.10 If any garage or porte-cochere contains a second floor living area, then it may not have more than 10% livable space in the attic. In calculating the 10%, it must be based upon the garage or porte-cochere separately. "Livable space" is defined as that area in the attic that can be enclosed by eight (8) foot walls.

5.11 The attic space of the garage or porte-cochere,, whether one story or two stories, may not have any windows, exterior doors or balconies.

5.12 The ground floor of the garage may not be enclosed and/or converted to living area. This does not prohibit garages from being used as "workshops" or for storage or in any other manner otherwise consistent with these Restrictions. The concrete pad of the driveway may not exceed the width of the garage slab.

5.12-A Each lot on which there is a residential dwelling is required to have an attached or detached garage capable of housing not less than two (2) vehicles. If Plans for the conversion of an existing garage into living area are submitted to the ACC for approval, the Plans must include Plans for a new attached or detached garage and the new attached or detached garage must be constructed in conjunction with the conversion of the existing garage into living area.

5.12-B If an attached or detached garage door faces the same direction as the front of the main house, then the garage must be set-back at least twenty (20') feet from the front corner of the main house located upon the Lot measured from the nearest point of the garage.

### **B. FRONT AND SIDE STREET SET BACKS**

5.13 No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat measured from the property line as shown on the recorded plat.

### **C. SIDE YARD BUILDING SET BACKS**

5.14 *(1. Detached Structures* - A separate, detached residence or auxiliary structure otherwise permitted by these Restrictions, may not be closer than five (5) feet from the side property line. A separate, detached garage, (including any second story addition) may not be closer than three (3) feet from the side property line. A residence and garage connected by a covered walkway are "detached" structures.

*(2. Single Structures following Demolition* - If the residence, porte-cochere and garage are demolished, and in the new construction the garage is incorporated into the structure of the residence, then the entire new structure may not be closer than five (5) feet from the side property line.

*(3.) Single Structures following Renovation* - If the separate, detached garage (including any second story addition) is connected by new construction to the second story of the residence, then that connecting construction may not be closer than five (5) feet from the side property line.

*(4.) Addition of Porte-Cochere* - A porte-cochere that does not have a second floor living area may be added to a separate, detached garage but may not be closer than three (3) feet from the side property line.

*(5.) Eaves* - For the purpose of Section 5.14, eaves of not more than 18 inches shall not be considered as a part of the building, provided; however, this shall not be construed to permit any portion of the building on any lot to encroach upon another lot.

### **D. PLAN VIEW OF LOT**

5.15 A one-story residence on a Lot shall have a ground floor living area of not less than 2,000 square feet. The garage on a Lot shall have a ground floor area of not less than 450 square feet.

5.16 The foundation(s) of the residence, porte-cochere and garage on a Lot shall not cover more than sixty-five percent (65%) of the buildable area of a Lot. If two or more lots are consolidated into a single lot, the maximum percentage is reduced to fifty percent (50%), A Lot's buildable area is defined as the square footage of the lot excluding easements, front, side street and side yard set backs as platted or provided for in these Restrictions.

5.17 A person owning two adjoining lots may consolidate such lots into a single building site and may construct structures that otherwise comply with these Restrictions. Upon consolidation of two adjoining lots, the consolidated building site shall still be considered separate lots for purposes of voting rights and assessments. No lot may be subdivided. No portion less than the entirety of a lot shall be conveyed by the owner of the lot.

#### **E. NON-RESIDENTIAL STRUCTURES**

5.18 No trailer, mobile home, basement, tent, shack or other outbuilding or structures shall be used on any lot at any time as a residence either temporarily or permanently. No auxiliary structure, including but not limited to a gazebo, covered deck, playhouse, or "fort" shall exceed a height greater than ten (10) feet measured from the ground to the highest point of the structure.

5.18-A 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 ACC, and then only with the prior written approval of the ACC 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, which shall be the date a certificate of occupancy is issued by the City of Houston or, if a certificate of occupancy is not required, the date the residential dwelling or major addition or renovation is capable of being used for its intended purpose.

5.18-B 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 ACC, and then only with the prior written approval of the ACC. A port-a-can must be located within the applicable building setbacks, unless otherwise approved in writing by the ACC, 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 ACC, 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. For purposes hereof, construction of a new residential dwelling or a major addition or renovation 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 a major addition or renovation shall be as provided in Section 5.18-A of these Restrictions.

5.18-C No temporary, movable or portable storage container shall be placed or kept on a street within the Subdivision. One temporary, movable or portable storage container is permitted on the driveway of a lot for a period not exceeding fourteen (14) consecutive days; provided that, a temporary, movable or portable storage container shall not be placed or kept on the driveway of a lot [up to a maximum of fourteen (14) consecutive days] more frequently than twice every calendar year.

#### **F. LANDSCAPING AND FENCING**

5.19 No fence or wall shall be erected or permitted to remain on a lot nearer to the front property line of the lot than the front wall of the residential dwelling. All fences on a lot in the Subdivision other than interior fences shall be constructed of wood or wrought iron which may include brick or stone pilasters. As used herein, an interior fence is a fence along or adjacent to the side or rear property line of two (2) adjacent lots. Except as otherwise provided in this section, no fence shall exceed a height of eight (8) feet measured from the ground upon which such fence is situated. The pickets on a wood fence on a lot which faces a street in the Subdivision are required to be on the side of the fencing facing the street (so that rails are not visible from the street). Likewise, the pickets on a wood gate on a lot which faces a street in the Subdivision are required to be on the side of the gate facing the street (so that no rails or supports for the gate are visible from the street). Lots which are adjacent to commercial property may have a fence along the property line adjacent to the commercial property up to ten (10) feet in height measured from the ground and lots

which have a rear property line that borders a bayou, creek, or other natural watercourse may have a chain link fence along such rear boundary lines.

5.20 If a gate is placed across the driveway, it must be wrought iron of an open design, no taller than eight (8) feet in height and may be no closer to the street than the front of a house's structure.

5.21 No shrub or tree planting which obstructs sight lines at elevations between two (2) and seven (7) feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb line at points twenty five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any lot within ten feet of the intersection of a street curb line and the end of a driveway. No trees shall be permitted to remain within such distances of intersections unless the foliage line is maintained at a height of more than seven (7) feet above ground level.

### **G. RESTRICTIONS ON USES**

5.22 Each Owner shall use his Lot and the residential dwelling on his Lot for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the residential dwelling for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there are no business related sign(s) displayed on the Lot, there are no clients, customers, employees or the like who go to the Lot for any business related purpose on any regular basis, and the conduct of the business activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

5.23 No owner shall use or permit such owner's lot or residential dwelling to be used for any purpose that (i) constitutes a public or private nuisance, which determination may be made by the Board; (ii) constitutes a violation of these Restrictions or any applicable law or (iii) unreasonably interferes with the use and occupancy of the Subdivision by other owners. High intensity lighting, such as mercury vapor or high pressure sodium or metal halide is not permitted except on lots on the perimeter of the Subdivision and then only with the prior written approval of the ACC and in a manner, as determined by the ACC, that does not unreasonably illuminate an adjacent lot or otherwise unreasonably disturb the occupants of an adjacent lot.

5.24 No signs shall be allowed on any lot in the Subdivision except (a) one ground-mounted sign with an area of not more than five (5) square feet and which does not extend above the ground more than four (4) feet advertising the lot for sale or rent, (b) one (1) ground-mounted sign with an area of not more than five (5) square feet and which does not extend above the ground more than four (4) feet advertising a garage sale, and (c) political signs as permitted in this section. A sign advertising a garage sale shall not be displayed on the lot earlier than two (2) days before the date of the garage sale and must be removed from the lot immediately upon the conclusion of the garage sale. Unless otherwise provided by law, not more than one (1) sign for each political candidate or ballot item for election may be displayed on a lot. No political sign shall be displayed on a lot earlier than the 90th day before the date of the election to which the sign relates or later than the 10th day after that election date. All political signs must be ground-mounted. No political sign may be larger than four (4) feet by six (6) feet. The Association may go onto a lot and remove a sign displayed on the lot in violation of this section without liability in trespass or otherwise.

5.25 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot nor shall oil wells, tanks tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designated for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.

5.26 No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers normally stored so they are not visible from the street. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. The use of incinerators for the disposal or elimination of garbage, trash, debris, rubbish, refuse, or any other purpose on any lot in the Subdivision is expressly prohibited.

5.27 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that no more than three (3) dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The total number of three (3) animals which may be kept upon any lot in the Subdivision shall be the aggregate number of all household pets and shall not be deemed to allow three (3) of each kind of household pet. The term "household pets" as used in this section does not include animals or other livestock not generally considered to be domesticated. "Exotic" animals and livestock, by way of illustration but not by limitation, includes lions, tigers, cougars, chickens, roosters, ducks, pigs, goats, sheep, and alligators are prohibited by this section. Additionally, animals or other livestock which are generally considered to have an inherent vicious or dangerous nature or temperament such as, by way of illustration but not by limitation, pit bulldogs, are prohibited by this section.

5.28 No truck, tractor, bus, camper, mobile home, recreational vehicle, boat, or trailer shall be left parked in the street adjacent to any lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, tractor, bus, camper, mobile home, recreational vehicle, boat, or trailer shall be parked on the driveway or any portion of the lot if visible from any street or neighboring Lot. There are specifically exempted from the provisions of this section those vehicles commonly known as pickup trucks, Suburbans, SUV's, minivans or vans which are used primarily for the regular transportation of the owner of any lot or the family members of any such owner. No vehicle of any kind shall be parked on any unpaved portion of a Lot for any length of time.

5.29 No inoperable vehicle shall be parked, kept or stored in any street in the Subdivision or on any portion of a lot if visible from a street in the Subdivision for a period longer than seven (7) consecutive days. For purposes of this section, a vehicle shall be deemed to be inoperable if (a) it does not display all current and necessary licenses and permits, (b) it does not have fully inflated tires, (c) it is on a jack, blocks or the like, or (d) it is otherwise incapable of being legally operated on a public street or right-of-way.

5.30 No communications device larger than one meter in diameter, including satellite dishes, communication or other receiving antennas, may be placed, constructed, installed, or erected upon any lot. To the extent the receiving device can be placed so as to not be visible from a public street or an adjoining lot without interfering with the signal or resulting in significant additional cost, then the receiving device must be so placed.

#### **H. EFFECTIVE DATE OF ARTICLE FIVE**

5.31 Sections 5.01 through 5.21 of Article Five shall not apply to any configuration of a structure that exists at the time these Restrictions become effective, even if such structure would otherwise not comply with this Article Five. However, if such structure or improvement is demolished or razed, or new construction is undertaken after the effective date of these Restrictions, then any replacement or new construction must comply with sections 5.01 through 5.21. Notwithstanding the previous sentence, repairs to existing structures, which structures otherwise would violate sections 5.01 through 5.21, may be made without violating these Restrictions; additions to existing structures that are not closer to the side lot line than the existing structure will not violate section 5.14 regarding side lot lines; and if a garage, porte-cochere and/or residence is demolished and the replacement construction occupies the same foundation or "footprint" of the previously existing structure(s), then the new construction will not violate Section 5.14 regarding side lot lines. All other Restrictions take effect upon approval.



## **ARTICLE VI**

### **ELECTRIC SYSTEM**

6.01 An electric distribution system has been installed to serve all lots in the subdivision. The owner of each lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the national electrical code) a service cable and appurtenances from the meter installed upon the lot by the electric company to such point as may be designated by such company on the property line of such lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the lot. For so long as service is maintained, the electric service to each lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3 wire, 60 cycle alternating current.

## **ARTICLE VII**

### **OWNERSHIP AND FEES**

7.01 Each Lot in the Subdivision is hereby subjected to an annual maintenance charge in an amount determined as hereinafter set forth.

7.02 The maintenance charge provided for herein shall be payable to the Association and shall be used for the benefit of the uniform management of the civic affairs of the Subdivision. Such funds shall be used for the payment of expenses for maintenance, street lighting (if such street lighting shall in the future be installed, fogging for insect control deemed necessary by the Board of Trustees in addition to that provided by the county, caring for the common areas of the Subdivision, for garbage and rubbish pick up, for security services, for enforcement of these Restrictions, and doing any other things necessary or desirable, in the opinion of the Board of Trustees of the Association, to maintain or improve the property or the Subdivision or that which is considered of benefit to the owners or occupants of this Subdivision. No owner may exempt himself or be exempted from the payment of the maintenance charge herein prescribed on the basis that he is not accepting or is not receiving the services or benefits described above. The Association shall have no obligation, however, to provide any such service or benefit to owners or to lots for which the maintenance charge has not been paid.

7.03 Each Owner of a Lot in the Subdivision shall by virtue of his ownership be a voting member of the Association. Each owner as that term is defined in Article One above shall be entitled to one vote per Lot owned whether or not such owner is in fact more than one natural person. The Board, at a meeting during which the budget is to be considered, shall after receiving comments from such members as may be in attendance, consider the proposed budget for the next succeeding year, The Board shall upon request make available to any member a proposed budget for the succeeding year, which budget shall detail the anticipated expenditures for the purposes described in Article Seven, section 7.02 above and for such other purposes as may be deemed appropriate by the Association for the civic betterment and maintenance of the Subdivision. Upon the affirmative vote of a majority of the Owners present and voting in person or voting by proxy at such annual meeting, the Board may adopt the budget for the next succeeding year. The majority vote herein required refers to the Owners actually voting in person or by proxy and shall not be construed to require the affirmative vote of a majority of all the Owners in the Subdivision. If the budget is not approved at such a meeting, then the budget from the previous year will automatically be adopted until a new budget is approved at a subsequent meeting. The annual maintenance charge levied against each Lot shall be based upon the budget. The annual maintenance charge levied against each Lot shall be uniform. The Association shall not expend or become obligated to expend in any budget year any amount greater than the amount set forth in the budget. In the event the necessity for expenditures in excess of the amount approved by the Board arises, or in the event a necessity of an extraordinary expenditure arises, no such expenditures shall be made and no obligation shall be created therefor unless and until a revised or supplemental budget is made available to the Owners at a special meeting called for that purpose and such revised or supplemental budget is approved by the affirmative vote of a majority of the members

present and voting in person or voting by proxy at such meeting. Thereafter, the Board may adopt the supplemental budget for the next succeeding year. The majority vote herein required refers to Owners actually voting in person or by proxy and shall not be construed to require the affirmative vote of a majority of all Owners in the Subdivision. If such revised or supplemental budget is approved, a special assessment, if necessary, shall be made to each Owner.

7.04 The Association shall forward written notice of the amount of the annual maintenance charge to each Owner by mailing the notice to the last mailing address provided to the Association by each Owner in writing. If no mailing address is provided to the Association in writing by an Owner, the address of the Lot shall be deemed to be the Owner's mailing address. Each annual maintenance charge shall be due in advance on January 1 of the year for which the annual maintenance charge is levied. The actual receipt of a notice of the annual maintenance charge shall not be a condition precedent to the obligation to pay the annual maintenance charge. Special assessments, if any, shall be due on the date specified in the notice of each Owner, which shall not be earlier than thirty (30) days from the date of the notice. Any annual maintenance charge which is not paid by January 31st of the year in which it becomes due shall be deemed to be delinquent. Any special assessments not paid within thirty (30) days of the due date shall be deemed to be delinquent. A reasonable late charge, to be determined by the Board, may be assessed on any delinquent maintenance charge or special assessment.

7.05 Annual maintenance charges and special assessments, if any, levied against a lot, together with reasonable late charges, collection costs, and reasonable attorney's fees incurred by the Association, shall, when due, constitute a personal obligation of the owner and a lien against the lot and the improvements on the lot in favor of the Association. The lien described in this section shall be deemed subordinate to any mortgage for the purchase or improvement of the lot and any renewal, extension, rearrangement or financing thereof and any lien for ad valorem taxes due on the lot.

7.06 The Association may bring an action based on the debt against any Owner who is obligated to pay the maintenance charge referred to above or to foreclose the lien herein established or both. In the event any such action is required, interest, costs, and reasonable attorneys' fees shall be added to the assessment. Any such action shall be brought in the name of the Association and shall be for the common benefit of all owners of lots in the Subdivision.

7.07 Any mortgagee, upon request, will be notified by the Association of any failure to pay the maintenance charge or any other breach of these restrictions by any owner at least 60 days prior to the commencement of any action by the Association.

## **ARTICLE VIII**

### **ENFORCEMENT AND MANNER OF ADOPTION OF THESE RESTRICTIONS**

8.01 The Association or any Owner shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, and reservations now or hereafter imposed by the provisions of these Restrictions. In addition, if notice and an opportunity to be heard are given as provided by law, the Association shall be entitled to impose reasonable fines for violations of the provisions of these Restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of these Restrictions. Such fines, fees and costs may be added to the Owner's annual maintenance charge account and collected in the manner provided in Article VII of these Restrictions. No delay in enforcing any provision in these Restrictions with respect to any breach or violation thereof shall impair, limit or waive the right of any party entitled to enforce these Restrictions to obtain relief for the continuation or repetition of such breach or violation or any similar breach or violation at a later time. Invalidation of any term or provision in these Restrictions by judgment of a court or otherwise shall not affect any other provision, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

8.02 Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.03 The covenants, restrictions, and conditions of this instrument shall run with the land and shall inure to the benefit of and be enforceable by the undersigned or the Owner of any lot subject to this instrument and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty years from the date this instrument is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years. The provisions of these Restrictions may be amended at any time by an instrument in writing signed by Owner(s) representing not less than fifty one percent (51%) of the Lots in the Subdivision. The approval of multiple Owners of a Lot may be reflected by the signature of a single co-Owner. No amendment shall be effective unless filed in the real property records of Harris County, Texas or until the approval of any governmental regulatory body which is required shall have been obtained.