

**AMENDED AND RESTATED
RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
NOTTINGHAM WEST, SECTIONS ONE (1), TWO (2) AND THREE (3)**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Investment & Finance Company, as owner, caused that certain instrument entitled "Restrictions - Nottingham West - Section One" to be recorded in the Real Property Records of Harris County, Texas on December 8, 1964 under Film Code No. 021-31-0156, et. seq., which instrument imposed various covenants, conditions and restrictions governing the use and occupancy of the following real property:

Lots One (1) through Eighteen (18), inclusive, Block Five (5);
Lots One (1) through Thirty-Six (36), inclusive, Block Six (6);
Lots One (1) through Thirty-Six (36), inclusive, Block Seven (7);
Lots One (1) through Eighteen (18), inclusive, Block Eight (8);
Lots Three (3) through Thirteen (13), inclusive, Block Two (2);
all in Nottingham West, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 120, Page 41, of the Map Records of Harris County, Texas,

and,

WHEREAS, Pace Setter Inc., as owner, caused that certain instrument entitled "Restrictions - Nottingham West - Section Two" to be recorded in the Real Property Records of Harris County, Texas on February 10, 1965 under Film Code No. 025-21-0218, et. seq., which instrument imposed various covenants, conditions and restrictions governing the use and occupancy of the following real property:

Lots One (1) through Twenty-Four (24), inclusive, Block One (1);
Lots One (1) through Eighteen (18), inclusive, Block Two (2);
Lots One (1) through Thirty-Six (36), inclusive, Block Three (3);
Lots One (1) through Thirty-Six (36), inclusive, Block Four (4);
Lots Nineteen (19) through Thirty-Six (36), inclusive, Block Five (5);
all in Nottingham West, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 122, Page 44, et. seq., of the Map Records of Harris County,

Texas,

and,

WHEREAS, Investment & Finance Company, as owner, caused that certain instrument entitled "Restrictions" to be recorded in the Real Property Records of Harris County, Texas on September 27, 1965 under Clerk's File No. C167623, which instrument imposed various covenants, conditions and restrictions governing the use and occupancy of the following real property:

Lot Fourteen (14), Block Two (2); Lots Nineteen (19) through Thirty-Six (36), inclusive, Block Eight (8); Lots One (1) through Thirty-Six (36), inclusive, Block Nine (9); Lots One (1) through Thirty-Six (36), inclusive, Block Ten (10); Lots One (1) through Fifteen (15), inclusive, Block Eleven (11); Lots One (1) through Eleven (11), inclusive, Block Twelve (12); all in Nottingham West, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 132, Page 71 of the Map Records of Harris County, Texas,

and,

WHEREAS, the restrictions for Nottingham West, Sections One (1), Two (2) and Three (3) each include an identical provision relating to amendment, as follows:

Provisions hereof shall be deemed covenants running with the land and shall be binding on the owners herein named and all persons claiming under them until the first day of September, 2002, A.D., at which time same shall be automatically extended for successive periods of ten years each unless, by a vote of a majority of the owners of the lots covered hereby it is agreed to change same in whole or in part.

and,

WHEREAS, the undersigned, being the owners of a majority of the lots in each section of Nottingham West, desire to amend the restrictions applicable to each section of Nottingham West and, at the same time, consolidate all three (3) sections of Nottingham West into a comprehensive set of uniform covenants, conditions and restrictions;

NOW THEREFORE, the undersigned, being owners of at least a majority of the lots in Nottingham West, Section One (1), at least a majority of the lots in Nottingham West, Section Two (2), and a majority of the lots in Nottingham West, Section Three (3), do hereby restate and amend the restrictions for Nottingham West, Sections One (1), Two (2) and Three (3), to be governed by

the covenants, conditions and restrictions set forth in this instrument, as follows:

ARTICLE I
Definitions

As used in these Restrictions, the terms set forth below shall have the following meanings:

A. ANNUAL MAINTENANCE CHARGE - The assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of these Restrictions.

B. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee established and empowered in accordance with Article III of these Restrictions.

C. ASSOCIATION - Nottingham West Civic Club, Inc., a Texas non-profit corporation, its successors and assigns.

D. BOARD or BOARD OF DIRECTORS - The Board of Directors of the Association as provided in the By Laws of the Association.

E. LOT or LOTS - Each of the Lots shown on the Plats.

F. MAINTENANCE FUND - Any accumulation of the annual maintenance charges collected by the Association in accordance with the provisions of these Restrictions and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of these Restrictions.

G. MEMBER or MEMBERS - All Lot Owners who are members of the Association as provided in Article IV of these Restrictions.

H. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot or some or all improvements thereon.

I. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

J. PLAT or PLATS - The plat for Nottingham West, Section One (1), recorded in Volume 120, Page 41, of the Map Records of Harris County, Texas; the plat for Nottingham West, Section Two (2), recorded in Volume 122, Page 44, of the Map Records of Harris County, Texas; and the plat for Nottingham West, Section Three (3), recorded in Volume 132, Page 71, of the Map Records of Harris County, Texas.

K. PROPERTY - The following lots in Nottingham West, Sections One (1), Two (2), and Three (3):

Lots One (1) through Eighteen (18), inclusive, Block Five (5);

Lots One (1) through Thirty-Six (36), inclusive, Block Six (6);

Lots One (1) through Thirty-Six (36), inclusive, Block Seven (7);
Lots One (1) through Eighteen (18), inclusive, Block Eight (8);
Lots Three (3) through Thirteen (13), inclusive, Block Two (2);
all in Nottingham West, Section One (1), a subdivision in Harris
County, Texas according to the map or plat thereof recorded in
Volume 120, Page 41, of the Map Records of Harris County, Texas,

Lots One (1) through Twenty-Four (24), inclusive, Block One (1);
Lots One (1) through Eighteen (18), inclusive, Block Two (2);
Lots One (1) through Thirty-Six (36), inclusive, Block Three (3);
Lots One (1) through Thirty-Six (36), inclusive, Block Four (4);
Lots Nineteen (19) through Thirty-Six (36), inclusive, Block Five (5);
all in Nottingham West, Section Two (2), a subdivision in Harris
County, Texas, according to the map or plat thereof recorded in
Volume 122, Page 44, et. seq., of the Map Records of Harris County,
Texas,

Lot Fourteen (14), Block Two (2);
Lots Nineteen (19) through Thirty-Six (36), inclusive, Block Eight (8);
Lots One (1) through Thirty-Six (36), inclusive, Block Nine (9);
Lots One (1) through Thirty-Six (36), inclusive, Block Ten (10);
Lots One (1) through Fifteen (15), inclusive, Block Eleven (11);
Lots One (1) through Eleven (11), inclusive, Block Twelve (12);
all in Nottingham West, Section Three (3), a subdivision in Harris
County, Texas, according to the map or plat thereof recorded in
Volume 132, Page 71 of the Map Records of Harris County, Texas,

L. RESIDENTIAL DWELLING - The single family residence and appurtenances
constructed on a Lot.

M. RESTRICTIONS - The covenants, conditions, restrictions, easements, reservations
and stipulations that shall be applicable to and govern the improvement, use, occupancy, and
conveyance of all the Lots in the Subdivision as set out in this instrument or any amendment hereto.

N. SUBDIVISION - The Property, together with all improvements now or hereafter
situated thereon and all rights and appurtenances thereto.

ARTICLE II.

Provisions Relating to Use and Occupancy

Section 2.1. Use Restrictions.

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used and
occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in
these Restrictions. No Lot may be subdivided.

B. SINGLE FAMILY RESIDENTIAL USE. Each Lot shall be used for single family residential purposes only, and no business, professional or commercial use shall be made of any Lots, even though such business, professional or commercial use be subordinate to use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist, or geophysicists, accountant, contractor, barber, beauty operator, chiropractor, osteopath, radio or television repairman, automobile repairman, boat builder or boat repairman. It is further expressly provided that no activity shall be conducted, or condition allowed, on any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. Notwithstanding the foregoing, (a) informal baby-sitting for three (3) or less children on an occasional or non-scheduled basis, (b) ongoing or scheduled care of two (2) or less children, plus the occupant's children and (c) baby-sitting or care-giving provided by a resident of the Subdivision for those related to the resident by blood, marriage or adoption shall not be construed to be a prohibited business use. The term "single family residential purposes" shall be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, and their dependent grandparents; and (c) in no event shall any Residential Dwelling be occupied by more persons than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2).

C. PARKING OF VEHICLES. No vehicle may be parked or stored on any part of a Lot, easement or right-of-way, unless the vehicle is concealed from public view inside a garage or other enclosure, except passenger automobiles, passenger vans and pick-up trucks which do not exceed three-quarter (3/4) ton capacity, that are in operating condition, have current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas. No vehicle may be parked on any portion of the lawn. No vehicle adapted or modified for commercial use, or displaying commercial advertising or logos, may be parked on any Lot or a street adjacent to a Lot unless incident to construction, repair and/or maintenance services being provided to the Owner or occupant of the Lot.

D. OTHER VEHICLES. No mobile home trailer, trailer, bus, recreational vehicle, boat or commercial vehicle shall be parked, kept or stored on any street in the Subdivision. No mobile home trailer, trailer, bus, recreational vehicle, boat or commercial vehicle may be parked on a Lot if visible from the street adjacent to the Lot for more than forty-eight (48) hours in any seven (7) day period.

E. VEHICLE REPAIRS. No vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot in the Subdivision if visible from a street adjacent to the Lot for more than

twenty-four (24) hours in any ten (10) day period. No vehicle covered by a tarp may be stored on a Lot if visible from a street adjacent to the Lot.

F. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No nuisance shall be permitted to exist or operate upon any Lot. The Board of Directors shall have the authority to determine whether a nuisance exists on any lot and its determination shall be final. For the purpose of this provision, a nuisance shall be any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

G. REPAIR OF BUILDINGS. No Residential Dwelling or other building or structure on any Lot shall be permitted to fall into disrepair, and each such Residential Dwelling, building, or structure shall at all times be kept in good condition and repair and adequately painted and maintained or otherwise finished by the Owner of the Lot at such owner's sole cost and expense. In the event the Owner or occupant of any Lot fails to keep the Residential Dwelling or other building or structure on the Lot maintained in a reasonable manner as required by this section and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Residential Dwelling or any other building or structure on the Lot to be repaired, painted and/or maintained and to do every other thing necessary to secure compliance with these Restrictions.

In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling located thereon, the Owner of such damaged or destroyed Lot or Residential Dwelling shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential Dwelling to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling, to the end that the Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of

the Association, shall have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling and restore the Lot as nearly as possible to its original condition.

Any costs incurred by the Association under this section to maintain or repair a building on a Lot or to raze the Residential Dwelling and to restore the Lot to its original condition, plus fifty percent (50% of such costs for overhead and supervision, shall be charged to the Owner's assessment account and collected in the manner provided in Article V of this Declaration. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirtieth (30th) day after the date a written invoice is delivered to the Owner.

H. TRASH CONTAINERS. No garbage or trash shall be placed or kept within the Subdivision except in normal covered containers. In no event shall any such containers be maintained on a Lot so as to be visible from any street in the Subdivision or any neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

I. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from any street adjacent to the Lot.

J. ANIMALS. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from any street adjacent to the Lot or a neighboring Lot without the written consent of the Architectural Control Committee. The Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable and its determination shall be final.

K. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or displayed on any Lot if visible from a street adjacent to the Lot except:

- (i) Street signs and such other signs as may be required by law;
- (ii) During the time of construction of any Residential Dwelling, building or other improvement, one job identification sign not larger than eighteen inches in height and twenty-four inches in width and having a face area not larger than three square feet;
- (iii) A "for sale" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas; and
- (iv) Not more than two (2) political signs having a face area not larger than four

(4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Section 2.2. Type of Construction and Materials.

A. TYPES OF STRUCTURES. No structures shall be erected, altered, placed or permitted to remain on any Lot other than (i) one detached, single family dwelling not to exceed the height limitations set forth in Section 2.3, paragraph B, together with an attached or detached private garage and (ii) permitted accessory buildings, all of which are subject to approval by the Architectural Control Committee. A two-story garage with living area on the second level is permissible with the prior written consent of the Architectural Control Committee.

B. TEMPORARY STRUCTURES. No structures of a temporary character, trailer or mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building, shall be placed on any Lot, either temporarily or permanently, except (a) the permanent Residential Dwelling (b)an attached or detached garage, (c) one (1) or more accessory building(s) approved by the Architectural Control Committee, and (d) a playhouse approved by the Architectural Control Committee. No residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

C. CARPORTS. No carports shall be constructed on any Lot without the prior written consent of the Architectural Control Committee.

D. AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from any street adjacent to the Lot, shall be used, placed or maintained on or in any Residential Dwelling, garage or other building.

E. ANTENNAS. Satellite dish antennas which are forty inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in conformance with the Architectural Guidelines adopted by the Architectural Control Committee. All other antennas are prohibited. No permitted antenna may be visible from a street adjacent to the Lot on which it is located.

F. LANDSCAPING.

(1) All front and side yards of each Lot shall, unless otherwise approved by the Architectural Control Committee, be sodded with grass.

(2) No hedge or shrubbery planting which obstructs sight-lines of streets shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for streets within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Control Committee, whose determination shall be final, conclusive and binding on all Owners.

(3) No rocks, rock walls or other substances shall be placed on any Lot as a front

or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front yard of any Lot, or in the side yard of a Lot if visible from a street adjacent to the Lot.

(4) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front yard of any Lot or in the side yard of a Lot if visible from a street adjacent to the Lot.

(5) No Owner shall allow the grass on his Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(6) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Residential Dwelling as soon as such holiday passes.

G. DRIVEWAYS AND SIDEWALKS. All driveways and sidewalks for each Lot shall be constructed of concrete. Other materials (e.g., brick) may be used but only if approved by the Architectural Control Committee. All driveways and sidewalks shall be paved; chert, gravel and loose stone driveways and sidewalks are prohibited. No driveway or sidewalk shall be painted or stained without the prior written approval of the Architectural Control Committee.

H. LOT MAINTENANCE. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. The Owners or occupants of any Lot shall properly maintain all trees and shrubs on the Lot and shall remove all dead or diseased tree limbs from public view. Owners shall not burn anything on any Lot. The Owners or occupants of any Lots at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a suitable enclosure approved in writing by the Architectural Control Committee to screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this section and such failure continues after ten (10) days written from the Association, the Association, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the Lot to be mowed, edged and cleaned, and to do every other thing necessary to secure compliance with these Restrictions, and may charge the Owner or occupant of such Lot for the cost of such work. The Architectural Control Committee shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner

and the Architectural Control Committee's determination shall be final. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of these Restrictions. Interest thereon at the rate of ten percent (10%) per annum shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to the Owner.

I. EXTERIOR COLORS. Iridescent colors or tones considered to be brilliant are not permissible. For the purpose of this paragraph, "brilliant" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Subdivision with white, off-white, neutral, earth tones and forest tones. All exterior paint colors must be approved in advance by the Architectural Control Committee.

J. ROOFING MATERIALS. All roofing materials proposed to be used on the Residential Dwelling, garage or other building on a Lot, whether an original roof or a replacement roof, must be approved by the Architectural Control Committee as to type, color and quality of materials prior to application or construction. No strip shingles, shingles with a warranty period or life rating less than twenty (20) years, or cedar or other wood shingles are permitted on any Residential Dwelling, garage or other building.

Section 2.3. Size and Location of Residences.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a one-story Residential Dwelling shall be one thousand five hundred (1,500) square feet. The minimum allowable ground floor area of interior living space in a one and one-half story Residential Dwelling shall be one thousand one hundred (1,100) square feet. The minimum allowable second floor area of interior living space in a one and one-half story Residential Dwelling shall be six hundred (600) square feet. The minimum allowable ground floor area of interior living space in a two-story Residential Dwelling shall be nine hundred (900) square feet. The minimum allowable second floor area of interior living space in a two story Residential Dwelling shall be eight hundred (800) square feet. For purposes of these Restrictions, the term "living space" excludes steps, porches, exterior balconies, garages and carports.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling shall exceed a reasonable height required for two and one-half (2 1/2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling shall have more than two (2) stories of living space above finished grade.

C. SETBACKS. No building shall be located on any Lot nearer to the front line or nearer the side street line than the minimum building set back lines shown on the Plat. Houses on

corner Lots with a building line of less than twenty-five (25) feet on the side street shall face the street on which the Lot has a building line of at least twenty-five (25) feet. Houses on corner Lots which have building lines of at least twenty-five (25) feet on both streets may face either or both streets. No building on a Lot fronting north or south shall be located nearer an inside line of the site than five (5) feet on the west nor nearer than five (5) feet on the east. No building on a site fronting east or west shall be located nearer an inside line of the site than five (5) feet on the north nor nearer than five (5) feet on the south. A detached garage or other permitted accessory building not more than forty-eight (48) feet from the rear Lot lines may be located not nearer than three (3) feet to an inside line of the site nor five (5) feet from the rear of lot line.

SECTION 2.4. WALLS AND FENCES.

A. FENCES. In no event shall any fence or wall be constructed of chain link or wire. In those instances in which privacy fences are installed, in no case may the privacy fence extend beyond the front of the Residential Dwelling. No wall, hedge, pergola, or attached or detached structure shall be erected, grown or maintained on any part of the Lot which is in excess of eight (8) feet in height. The type of materials utilized for (including the color thereof) and the location of all fences, walls, hedges, pergolas and other structures must be approved by the Architectural Control Committee.

B. MAINTENANCE OF FENCES. In the event the Owner or occupant of any Lot fails to maintain any wall or fence and such failure continues after thirty (30) days' written notice thereof from the Association, the Association, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the fence or wall to be repaired or maintained or to do any other thing necessary to secure compliance with these Restrictions, and to place said wall or fence in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Architectural Control Committee shall have the exclusive authority to determine whether any wall or fence is being maintained in a reasonable manner as required by this section and the Architectural Control Committee's decision shall be final. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of these Restrictions.

SECTION 2.5. EASEMENTS

A. Easements affecting all Lots in the Subdivision are reserved, as shown on the Plats, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on the Plats, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and on each side of said easements as shown on the Plat.

ARTICLE III.
Architectural Approval

SECTION 3.1. ARCHITECTURAL CONTROL COMMITTEE. As used in these Restrictions, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by the Board of Directors of the Association. Members of the Architectural Control Committee must be Members of the Association. Members of the Architectural Control Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance of the development, to establish and preserve a harmonious design for the development, and to protect and promote the value of the Property, the Lots and Residential Dwellings and all Improvements thereon, no Improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Residential Dwelling by any Owner, which affect the exterior appearance of any Lot or Residential Dwelling unless plans and specifications therefor have been submitted to and approved by the Architectural Control Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any dwellings, sidewalks, driveways, parking lots, mailboxes, decks, patios, courtyards, landscaping, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, carports, guest or servant's quarters, garages or any other outbuildings, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or Improvements, unless the plans and specifications for the same have been submitted to and approved by the Architectural Control Committee in accordance with the terms and provisions of this Article.

The Architectural Control Committee is hereby authorized and empowered to approve all plans and specifications and the construction of all Residential Dwellings and other Improvements on any part of the Property. Prior to the commencement of any Residential Dwelling or other Improvements on any Lot or Residential Dwelling, the Owner thereof shall submit to the Architectural Control Committee plans and specifications and related data for all such improvements, which shall include the following:

- (i) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Residential Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same

to any set-back requirements applicable to the Lot or Residential Dwelling.

- (ii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of a Residential Dwelling to be constructed on the Lot.
- (iii) Two (2) copies of written specifications and, if requested by the Architectural Control Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Residential Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Residential Dwelling.
- (iv) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Residential Dwelling.
- (v) Two (2) copies of the landscaping and irrigation plans prior to the installation of any landscaping or irrigation.
- (vi) A written statement of the estimated date of commencement, if the proposed Improvement is approved, and the estimated date of completion.
- (vii) Such other plans, specifications or other information or documentation as may be required by the Architectural Guidelines.

The Architectural Control Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One copy of all plans, specifications and related data so submitted to the Architectural Control Committee shall be retained in the records of the Architectural Control Committee and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved".

The Architectural Control Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of these Restrictions including purely aesthetic considerations, any failure to comply with any of the provisions of these Restrictions or the Architectural Guidelines, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed Improvement with the scheme of development proposed for the Subdivision, objection to the location of any proposed Improvements on any such Lot or Residential Dwelling, objection to the landscaping plan for such Lot or Residential Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the Architectural Control Committee, would render the proposed Improvement inharmonious with the

general plan of development contemplated for the Subdivision. The Architectural Control Committee shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Residential Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Residential Dwelling. Approval of plans and specifications by the Architectural Control Committee for Improvements to one particular Lot or Residential Dwelling shall not be deemed an approval or otherwise obligate the Architectural Control Committee to approve similar plans and specifications of any of the features or elements for the Improvements for any other Lot or Residential Dwelling within the Subdivision.

Any revisions, modifications or changes in any plans and specifications previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee in the same manner specified above.

If construction of the Residential Dwelling or the Improvements has not substantially commenced within ninety (90) days of approval by the Architectural Control Committee of the plans and specifications for such Residential Dwelling or other Improvements, then no construction may be commenced (or continued) on such Lot or Residential Dwelling and the Owner of such Lot or Residential Dwelling shall be required to resubmit all plans and specifications for any Residential Dwelling or other Improvements to the Architectural Control Committee for approval in the same manner specified above.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Control Committee shall be at the principal office of the Association.

SECTION 3.4. ARCHITECTURAL GUIDELINES. The Architectural Control Committee from time to time may promulgate, supplement or amend the Architectural Guidelines, which provide an outline of minimum acceptable standards for proposed Improvements; provided, however, that such outline will serve as a minimum guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of these Restrictions, the provisions of the Architectural Guidelines shall control.

SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot shall be deemed approved by the Architectural Control Committee, unless disapproval or a request for additional information or materials is transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of receipt by the Architectural Control Committee of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of these Restrictions or the Architectural Guidelines, the Architectural Control Committee at all times retaining the right to object to any

Improvement on a Lot that violates any provision of these Restrictions or the Architectural Guidelines.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural Control Committee and in strict conformity with the description of the proposed Improvement in the materials submitted to the Architectural Control Committee. No building materials shall be placed upon a Lot until the Owner is ready to commence construction. Owners shall keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot shall be properly disposed of at least weekly. In no event shall any used construction material be buried on or beneath any Lot or Residential Dwelling. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. All construction vehicles must be parked on the Lot or in areas designated by the Architectural Control Committee. Construction on a Lot is permitted only between the hours of 7:00 o'clock a.m. and 9:00 o'clock p.m., Monday through Saturday. No Improvement on a Lot shall be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

SECTION 3.7. POWER TO GRANT VARIANCES. The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article II of these Restrictions (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of these Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Restrictions for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

ARTICLE IV
Management and Operation of Subdivision

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with these Restrictions, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 4.2. When more than one person holds interest in any Lot, all such persons shall be Members. In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, the single Member exercising the vote for such Lot shall be deemed to have been designated as the Member entitled to exercise the vote for that Lot. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy. The Association

shall have the right to suspend an Owner's voting rights for non-payment of any assessments due on the Owner's Lot and/or for infractions of these Restrictions, if written notice of the infraction has been given to the Owner and the infraction continues to exist after the period specified in the notice to cure the infraction.

ARTICLE V
Maintenance Expense Charge and Maintenance Fund

SECTION 5.1. MAINTENANCE FUND. All annual maintenance charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Subdivision; for the maintenance of any easements granted to the Association; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoing.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Each and every Lot in the Subdivision is hereby severally subjected to and impressed with an annual maintenance charge or assessment in an amount to be determined annually by the Board, which annual maintenance charge shall run with the land. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each charge or assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL ASSESSMENT. Commencing on January 1 of the year immediately following the year in which these Restrictions are recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum annual assessment shall be \$297.00 per Lot. Thereafter, the maximum annual assessment may be increased, effective January 1 of each year, without the approval of the Members, by an amount which conforms with the Consumer Price Index (CPI) for All Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending in July of the year

preceding the applicable assessment year. The maximum annual assessment effective in any year may be increased above the Consumer Price Index only if approved by the vote of not less than a majority of the Members present and voting at a meeting called for that purpose at which Owners representing at least twenty percent (20%) of the Lots in the Subdivision are present, in person or by proxy. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum amount established pursuant to this section. The annual assessment levied against each Lot shall be uniform.

SECTION 5.4. DETERMINATION OF ANNUAL ASSESSMENT. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner at the Owner's last known address as provided to the Association by the Owner. Actual receipt of written notice of the annual assessment is not a condition precedent to the Owner's obligation to pay assessments, interest, late charges and attorney's fees, as set forth in this Article.

SECTION 5.5. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE. The annual maintenance charge assessed against each Lot shall be due and payable, in two (2) equal installments on January 1st and July 1st of the applicable assessment year. Any annual maintenance charge installment which is not paid and received by the Association by the thirty-first (31st) day of the month in which the installment becomes due shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent annual maintenance charge. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the annual maintenance charge, special assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this section and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual maintenance charge and other sums due hereunder may, in addition to judicial foreclosure of the lien hereby reserved in and to the Association and any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of judicial foreclosure suit or a suit for a money judgment, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting

rights of any owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the office of the County Clerk of Harris County, Texas of an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. At any foreclosure, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

SECTION 5.6. NOTICE OF SUMS OWING. Upon the written request of an Owner, his agent, or a title company, the Association shall provide to such Owner a written statement setting out the then current total of all maintenance charges, special assessments, and other sums, if any, owing by such Owner with respect to his Lot and any other information requested by the Owner, his agent or a title company relevant to the anticipated sale of the Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.7. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

ARTICLE VI

Amendment, Duration, Annexation and Merger

SECTION 6.1. AMENDMENT. Except as otherwise provided by law, the provisions of these Restrictions may be amended by an instrument in writing signed by the Secretary of the Association certifying that not less than a majority of the Lot Owners voted in favor of such

amendment, setting forth the amendments, and duly recorded in the office of the County Clerk of Harris County, Texas.

SECTION 6.2. DURATION. These Restrictions shall remain in full force and effect until January 1, 2030, and shall be extended automatically for successive ten (10) year periods; provided however, that these Restrictions may be terminated on January 1, 2030, or on the commencement of any successive ten year period by filing for record in the office of the County Clerk of Harris County, Texas, an instrument in writing signed by not less than seventy-five percent (75%) of the Lot Owners.

ARTICLE VII **Miscellaneous**

SECTION 7.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in these Restrictions, the remainder of these Restrictions shall remain in full force and effect.

SECTION 7.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 7.3. ARTICLES AND SECTIONS. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires references herein to articles and sections are to articles and sections of these Restrictions.

SECTION 7.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 7.5. ENFORCEABILITY. These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the Restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the Restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of these Restrictions.

SECTION 7.6. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the Restrictions, the

Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

SECTION 7.7. EFFECTIVE DATE/EXISTING VIOLATIONS. The provisions of these Restrictions shall become effective upon recording. Any circumstances, conditions or improvements which exist prior to the date these Restrictions are recorded and which are not in compliance with these Restrictions shall not be required to be abated or removed. Provided, however, if any such circumstances, conditions or improvements are voluntarily or involuntarily removed, abated or discontinued after the date these Restrictions are recorded, such circumstances, conditions or improvements may not be renewed or replaced in a manner inconsistent with these Restrictions. Notwithstanding the foregoing, this provision shall not be construed to affect the right of the Association or any Lot Owner to proceed with or initiate action against any person who is in violation of the provisions of the prior restrictive covenants after the effective date of these Restrictions so long as the acts, circumstances or conditions constituting a violation of the prior restrictive covenants also violate these Restrictions.

EXECUTED on the dates set opposite each name to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

I (we) the undersigned hereby approve the foregoing Amend and Restated Covenants, Conditions and Restrictions for Nottingham West, Sections One, Two and Three.

Lot __, Block __, Nottingham West, Section _____

Street Address

Printed Name of Owner

Signature

ACKNOWLEDGED BEFORE ME on this __ day of _____, 1997.

Notary Public, State of Texas

Printed Name of Co-Owner, if any

Signature

ACKNOWLEDGED BEFORE ME on this __ day of _____, 1997.

Notary Public, State of Texas