

EU10696

RESTRICTIONS

NORTHSHIRE, SECTION TWO

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THE STATE OF TEXAS I  
I  
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

169-37-1159

WHEREAS, Westchester Development Company, hereinafter called the "Owner" of a tract of land in the W. B. Adams Survey, which has been recorded and platted as Northshire, Section 2, as shown by the map thereof, recorded in Volume 194, Page 112 of the Map Records of Harris County, Texas, and

WHEREAS, it is deemed to be in the best interest of said Owners and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, the Owners of said subdivision, do hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these Owners and all parties and persons claiming under them until January 1, 1995, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the Owners or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) All lots shall be used for residential purposes; except that any lot may be used for the erection and operation of a sales office, construction office, or model home by Owners. The term "residential purposes" as used herein shall be held and construed to mean single family dwellings used exclusively as such, and by way of illustration only, it excludes hospitals, clinics, multiple (meaning more than one) family dwelling units, such as duplexes, quadplexes, apartments, boarding houses and/or hotels, and further excludes commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than (1) one detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by domestic servants employed on the premises; and (2) a tool shed or work shop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing

structures in the subdivision, and as to location with respect to topography and finished ground elevation by an Architectural Control Committee composed of three (3) individuals appointed by Westchester Development Company or its successors or assigns, or by a representative designated by a majority of the members of said committee.

In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications and plot plans have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

In the event of death or resignation of any member of said Committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

The term of office of one member shall be fixed for three (3) years, and the term of office of two members shall be fixed for five (5) years. At the expiration of the initial term of office of each respective Board member, his successor shall be appointed to serve a term of five (5) years. The Board members shall hold office for their respective terms and until their successors have been appointed by the remaining Board members and hold their first meeting. Any Board member may be reappointed and they shall serve without pay or compensation for their services.

(c) Except as may be authorized in writing by the Architectural Control Committee, no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundation of any building (including garages) shall be located nearer than five feet (5') feet from the rear lot or side lot line, except that the slab or foundation of a garage only may not be nearer to any side lot line than three feet (3'). Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. All improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage; provided that garages on corner lots may face the side street.

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand (7,000) square feet or a width of less than sixty feet (60') at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum square foot area or a lesser minimum width at the front building set back line.

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

(f) No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor may any vehicle, trailer, camper, boat, boat trailer or machinery of any type be kept or stored within the subdivision except within a garage or in such place as may be completely out of view from any public street.

(g) No residential structure shall be placed on any lot unless its living area has a minimum of one thousand five hundred (1,500) square feet of floor area exclusive of porches and garages.

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(h) The exterior downstairs walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, and all roofs shall be of the composition or wood shingle type; provided, however, the Architectural Control Committee may approve variations from such construction requirements in specific cases.

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

(j) The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any residential lot in the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of policy, health, sanitary, building or fire code regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(m) No oil or gas drilling, oil or gas development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(n) No lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage or other waste nor shall any such material be kept upon the lot unless kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(o) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line of said lot; provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under paragraph (b) above.

No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material other than brick, wood or wrought iron without the permission of the Architectural Control Committee.

(p) No single family dwelling shall be occupied for residential purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

The restrictions and protective covenants listed herein apply to all lots designated as residential lots and listed in Paragraph (a) above, but do not apply to Reserve "A", a 3.403 acre tract or parcel of land as shown on the map and plat of Northshire, Section 2, and designated for unrestricted use.

ANNUAL MAINTENANCE FUNDS

Each residential building plot shall be subject to an Annual Maintenance Charge at an initial rate of One Hundred Twenty and No/100 Dollars (\$120.00) per year for the purposes of creating a fund to be known as NORTHSHIRE MAINTENANCE FUND and to be paid by the Owner of each building plot.

This charge shall be payable to the "NORTHSHIRE MAINTENANCE FUND, INC.", a Texas non-profit corporation, annually, in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by Owners to secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Owners, against the residential plot conveyed by any such deed, which lien shall be reserved in favor of "Northshire Maintenance Fund, Inc.", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be One Hundred Twenty and No/100 Dollars (\$120.00) per year; and such Maintenance Charge may be adjusted from year to year by Northshire Maintenance Fund, Inc., as the needs of the subdivision may require. The amount of the Maintenance Charge may be increased by the Board of Trustees to One Hundred Forty and No/100 Dollars (\$140.00) per year by majority vote of the Trustees. Such increase or increases to One Hundred Forty and No/100 Dollars (\$140.00) per year shall be evidenced by an instrument duly executed and acknowledged by a majority of the Trustees and placed of record in the office of the County Clerk. Subsequent adjustment in the amount of the Maintenance Charge in excess of One Hundred Forty and No/100 Dollars (\$140.00) per year shall be recommended by the Trustees to the Members, and shall become effective at such time as seventy-five percent (75%) of the lots in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten percent (10%) per annum.

The total fund accumulated from this Maintenance Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes.

Lighting, improving and maintaining streets, parks, parkways, bridle paths and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen; and doing any other thing necessary or desirable in the opinion of the Trustees of Northshire Maintenance Fund, Inc., to keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of Northshire Maintenance Fund, Inc., in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Trustees of Northshire Maintenance Fund, Inc., are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "Maintenance Fund", giving as security, funds then or in the future paid into the "Maintenance Fund".

The Maintenance Charge shall remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1990, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Harris County,

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Texas, at least five (5) years prior to January 1, 1990, or at any time prior to five (5) years preceding the expirations of any successive ten (10)-year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

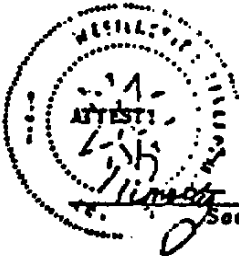
The initial Board of Trustees of Northshire Maintenance Fund, Inc., shall be composed of E. G. McMillan, Adrian Kachel and Julian Lyles, who shall serve until January 1, 1978, unless all three initial Trustees resign prior to that time. In case of the resignation, death or incapacity of less than all three initial Trustees, the remaining Trustee or Trustees may appoint a substitute Trustee or Trustees to serve the remainder of said term. The members of Northshire Maintenance Fund, Inc. shall be the owners of lots in Northshire, Section 1, or any future section of Northshire Subdivision. Each member shall be entitled to one vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1978, or sooner if all three initial Trustees resign, the members shall elect three Trustees annually; at the meeting of members and such Trustees shall be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

169-37-1163

EXECUTED this 30<sup>TH</sup> day of OCTOBER, 1973.

WESTCHESTER DEVELOPMENT COMPANY

By Leland C. Pickens  
President



Tim Thompson  
Secretary

THE STATE OF TEXAS I  
                                  I  
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Leland C. Pickens, known to me to be the person whose name is subscribed to the foregoing instrument as President of Westchester Development Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of October, 1973.



Beverly Cozart  
Notary Public in and for Harris County,  
Texas

RETURN TO  
WESTCHESTER WPO  
Tim Thompson  
8789 WESTVIEW  
HOUSTON TEXAS 77042