

remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon.

SECTION 7.16. Except for the easement rights elsewhere recognized in this Declaration, the Lots and the Greenways shall be used for the following purposes only:

- (a) Each Lot shall be used only for a Living Unit and a private garage or carport, and no Lot shall be used for business or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage, or, if the Architectural Control Committee so approves in writing, a carport. Each garage shall be at least twenty (20) feet in width and twenty-two (22) feet in length. Bona fide domestic servants may live in the improvements on any Lot.
- (b) A Lot which is not a Multiple Use Lot shall be used only for a Detached Residence,
with garage or carport.
- (c) A Multiple Use Lot shall be used only for a Detached Residence or a Patio Home, with garage or carport.
- (d) The Greenways shall be used only for utility easements, pedestrian ways, recreation facilities, landscaping, and other purposes deemed by the Association to promote the recreation, safety, convenience, and welfare of the Members. No motorized vehicles shall be permitted upon the Greenways except those that are used in the maintenance and upkeep of the Greenways, or of any utility easement over, on, or under the Greenways. By way of illustration, but not limitation, such prohibited motorized vehicles shall include automobiles, motorcycles, motor bicycles, and motor scooters.

SECTION 7.17. A Lot which fronts upon a Collector Street may have direct driveway access from such Collector Street. A Lot which fronts upon a Cul-de-sac or Loop Street shall have direct driveway access only from the abutting Cul-de-sac or Loop Street. The

Owner of each Lot which fronts upon a Collector Street, or a Cul-de-sac or Loop Street, shall construct and maintain at his expense the driveway from his garage or carport to the abutting Collector Street, or Cul-de-sac or Loop Street, whichever is permitted, including the portion in the street easement, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto. The Owner of each patio Home Lot which faces upon a private street shall construct at his expense the private street which serves his dwelling and shall maintain same at his expense in a good state of repair. In the event such private street falls into a state of disrepair so as to become detrimental to the enjoyment of adjoining property or unattractive in appearance, the Association may do any and all things necessary to put such private street in a good state of repair consistent with the intention of this Declaration. The person who is the Owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the rate of ten per cent (10%) per annum, and to pay any attorneys' fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's property, subject only to liens then existing thereon. In the event more than one Patio Home Lot is served by any such private street, the Owners of such Patio Home Lots shall share the cost and expense of constructing and maintaining such private street in proportion to the number of automobile spaces in the garages and/or carports on such Patio Home Lots.

SECTION 7.18. No building or Living Unit in Northfield Section One or Northfield Section Two shall exceed in height three (3) stories or thirty-six feet (36'), measured from the finished grade of the building site. No Detached Residence of one story shall contain less than 2,000 square feet of living area, no Detached Residence of more than one story shall contain less than 2,500 square feet of living area, no Patio Home of one story shall contain less than 1,750 square feet of living area, and no Patio Home of more than one story shall contain less than 2,250 square feet of living area (all such computations of living areas to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages and/or living quarters for bona fide domestic servants), unless the Architectural Control Committee agrees to the contrary in writing. Measurements shall be to the face of the outside walls of the living area.

SECTION 7.19. As to each Lot, except a Patio Home Lot, the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building, fence, or other structure shall be placed or built on any such Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Northfield Section One Plat or the Northfield Section Two Plat, or (if greater) nearer than twenty feet (20') to the front lot line.
- (b) No building shall be located nearer than five feet (5') to any interior lot line, except that a garage or other permitted building located seventy feet (70') or

more from the front line may be located within three feet (3') of an interior side lot line. No building shall be located on any such Lot nearer than eight feet (8') to the rear lot line.

- (c) Any garage which is not located at least sixty feet (60') or more away from the front lot line must open or face onto an interior side lot line.
- (d) Before the residence constructed on the Lot is completed, the Owner shall construct in the adjacent street right(s)-of-way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the lot line. The sidewalk shall extend along the entire common boundary between the Lot and the adjacent street right(s)-of-way. In the case of a corner Lot, the front and side sidewalks shall each extend to the street curb.

SECTION 7.20. The following restrictions on Patio Home Lots, among other purposes, are intended to encourage a more interesting street scene by the requirement of variable front setbacks, and better use of outside space by optional side yard provisions. As to each Patio Home Lot, the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to-wit:

- (a) No building, fence, or other structure shall be placed or built on any such Lot nearer to the front line or nearer to a side street line than the building lines therefor shown on the Northfield Section One Plat or the Northfield Section Two Plat, or, if the Lot faces upon a Collector Street, nearer than twenty feet (20') to the front lot line.
- (b) The Living Units on any two such Lots in a row may be the same distance, or within ten feet (10') of the same distance, from the front lines thereof; however, the Living Units on any three such Lots in a row must be so located that there is at least a ten-foot variation in the minimum and maximum distances the Living Units on such Lots are set back from the front lines thereof.
- (c) No garage which faces upon a Cul-de-sac or Loop Street shall be located nearer than ten feet (10') to the right-of-way line of such Street.
- (d) Except as otherwise provided in items (a), (b) and (c) next above, the buildings on any such Lot are not required to be set back any distance from the front line of such Lot.
- (e) The buildings on any such Lot shall be so constructed that water does not drain from their roofs onto an adjoining Lot, or, if applicable, onto an adjoining Greenway.
- (f) Subject to the provisions of item (g) next below, a building on any such Lot shall not be closer than five feet (5') to the line of an adjacent Lot.
- (g) A building on any such Lot need not be set back any required distance from the

line of an adjacent Lot if, but only if, all of the following conditions apply:

- (1) The side of the subject building which faces the adjacent Lot contains no fenestration which is within ten feet (10') of any building on the adjacent Lot;
 - (2) The side of any building on the adjacent Lot which faces the subject building contains no fenestration which is within ten feet (10') of the subject building;
 - (3) The side wall of the subject building and the side wall of any building on the adjacent Lot within ten feet (10') of the subject building are constructed of permanent low-maintenance material, consisting of masonry with face-brick exterior or the equal thereof as approved in writing by the Architectural Control Committee; and such walls satisfy the City of Houston Building Code as to fire resistance; and
 - (4) The site plans and other documents required in Sections 6.2 for the subject Lot and for all affected adjacent Lots are submitted to the Architectural Control Committee for approval at the same time in the required sequence.
- (h) In the event the wall of a building on any such Lot is placed against the wall of a building on an adjacent Lot, the joint between the two walls must be water-proofed to prevent any moisture from getting between the two buildings. The responsibility for the installation of the waterproofing shall be the responsibility of the Owner of the building which adjoins the wall of the previously existing building. The maintenance of such waterproofing shall be the joint responsibility of the abutting Lot Owners.

SECTION 7.21. The Living Unit on a Greenway Lot shall not be less than twenty feet (20') from the boundary line of the Greenway which abuts the rear line of such Lot; provided, the Architectural Control Committee may, in its discretion, permit any such Living Unit to be any distance not less than five feet (5') from such boundary line.

SECTION 7.22. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass the area between the front of his Living Unit and the curb line of the abutting street, and shall plant in the same area at least two trees, each having a minimum diameter of three inches (3") at a height twelve inches (12") above the finished grade. The grass and trees shall be of a type and within standards prescribed by the Architectural Control Committee, and such Committee's approval of the proposed locations of the trees shall be obtained before they are planted.

SECTION 7.23. The Owner of each Lot having a rear lot line or side lot line in common with a portion of a boundary line of a Greenway shall construct at his expense on such rear lot line or side lot line a fence which is six feet (6') in height and which otherwise complies with the provisions herein contained and the specifications established by the Architectural Control Committee. The Architectural Control Committee, in its sole

discretion, shall have the right to excuse the construction of any fence required herein, or to authorize a variance in the type of fence called for herein, as to all or any portion or portions of such fencing, but any such action must be in writing and shall never be inferred or assumed. The Owner of any Lot, at his election, may construct a fence upon any other part of such Lot provided the location and specifications for such fence are approved in writing by the Architectural Control Committee. All fences so constructed shall be maintained in good and attractive condition by the respective Owners of the Lots, except that the Association at its own election and at its expense may paint the side of any fence facing a Greenway.

SECTION 7.24. No Owner of a Lot shall have the right, by virtue of such ownership, to make any improvement to a Greenway or a public street; and no Owner of a Lot shall place any trash, debris or building materials in any Greenway or in the right-of-way of any street, public or private, except materials to build or repair any private street for which such Owner is responsible.

SECTION 7.25. Notwithstanding the foregoing provisions of this Article VII, Charter and its permittees shall have the exclusive right to erect, place, and maintain on their respective properties in Northfield Sections One and Northfield Section Two such facilities (including but not limited to, offices, storage areas, model units, and signs) as in Charter's sole discretion may be necessary or convenient to improve and/or sell properties in said Subdivisions.

ARTICLE VIII

General Provisions

SECTION 8.1. Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by Charter conveying all or any part of the land in Northfield Section One or Northfield Section Two, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

SECTION 8.2. Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by two-thirds (2/3) of the votes cast by each Class of Members at a Meeting of Members. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

SECTION 8.3. Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of three-fourths (3/4) of the votes of each Class of