

**DECLARATION OF THE CHARTER ASSOCIATES, INC.
COVERING FONDREN SOUTHWEST NORTHFIELD SECTIONS ONE AND TWO**

The Charter Associates, Inc., a Texas corporations, the owner of the following described real property in Houston, Harris, County, Texas;

Lots 1 through 19, both inclusive, in Block 1;
Lots 1 through 109, both inclusive, in Block 2;
Lots 1 through 18, both inclusive, in Block 3;
Lots 1 through 20, both inclusive, in Block 4; and
Lots 1 through 20, both inclusive, in Block 5;
All in FONDREN SOUTHWEST NORTHFIELD SECTION ONE, a
Subdivision in Houston, Harris County, Texas, accord-
ing to the plat thereof recorded in Volume 185 at
Page 133 of the Record of Maps for said County; and

Lots 1 through 59, both inclusive, in Block 1;
Lots 1 through 23, both inclusive, in Block 2;
Lot 1 in Block 3;
Lots 1 through 16, both inclusive, in Block 4;
Lots 1 through 18, both inclusive, in Block 5;
Lots 1 through 18, both inclusive, in Block 6; and
Lots 1 through 9, both inclusive, in Block 7;
All in FONDREN SOUTHWEST NORTHFIELD SECTION TWO, a
Subdivision in Houston, Harris County, Texas, accord-
ing to the plat thereof recorded in Volume 195 at
Page 100 of the Record of Maps for said County;

hereby declares that said real property, to the extent provided herein, shall be held, sold, transferred, and conveyed subject to the reservations, covenants, obligations, assessments, liens, terms, and provisions set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property.

ARTICLE I

Definitions

SECTION 1.1. Definitions. The following words, when used in this Declaration shall have the following meanings (unless the context clearly indicates otherwise):

(a) "Charter" shall mean and refer to The Charter Associates, Inc.,

the declarant herein, and to any corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.

- (b) "Northfield Section One Plat" shall mean and refer to the plat of Fondren Southwest Northfield Section One Subdivision recorded in Volume 185 at Page 133 of the Record of Maps of Harris County, Texas; and "Northfield Section One" shall mean and refer to the land subdivided in said Plat.
- (c) "Northfield Section Two Plat" shall mean and refer to the plat of Fondren Southwest Northfield Section Two Subdivision recorded in Volume 195 at Page 100 of the Record of Maps of Harris County, Texas; and "Northfield Section Two" shall mean and refer to the land subdivided in said Plat.
- (d) "Lot" shall mean and refer initially to any of the 330 Lots shown on the Northfield Section One Plat and Northfield Section Two Plat, being the Lots described hereinabove in this declaration.

If a Subdivision Plat is hereafter filed for record by Charter in the office of the County Clerk of Harris County, Texas, replatting the area within any of the Lots, then, with respect to the replatted area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such Subdivision Plat. If building sites are created pursuant to Section 2.6 herein, the term "Lot" shall also thereafter mean and refer to any building site so created.

- (e) "Greenway Lot" shall mean and refer to any of the following: Lots 1 through 60, both inclusive, in Block 2, and Lots 1 through 18, both inclusive, in Block 3, as shown on the Northfield Section One Plat.
- (f) "Multiple Use Lot" shall mean and refer to any of the following: The Greenway Lots; Lots 1 through 19, both inclusive, in Block 1, as shown on the Northfield Section One Plat; and Lots 37 through 59, both inclusive, in Block 1, Lots 1 through 23, both inclusive, in Block 2, Lot 1 in Block 3, and Lots 1 through 16, both inclusive, in Block 4, as shown on the Northfield Section Two Plat.
- (g) "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household.
- (h) "Patio Home" shall mean and refer to a Living Unit which has at least one side wall on a side boundary line of the Lot upon which such Living

Unit is situated; and “Patio Home Lot” shall mean and refer to a Multiple Use Lot on which a Patio Home is situated.

- (i) “Detached Residence” shall mean and refer to a Living Unit no side wall of which is on a side boundary line of the Lot upon which such Living Unit is situated.
- (j) “Assessable Tract” shall mean and refer to any Lot from and after the date on which a Living Unit on such Lot is first occupied as a residence.
- (k) “Owner” shall mean and refer to the owner (s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (l) “Association” shall mean and refer to the Northfield Sections One and Two Property Owners Association, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation, or conveyance of assets.
- (m) “Member” shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Assessable Tract.
- (n) “Meeting of Members” shall mean and refer to a meeting of members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all Members at least thirty (30) days in advance of the meeting, stating the purpose (s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter (s) requiring a vote of Members by the provisions of this Declaration, the presence at the meeting in person and/or by proxies of Members entitled to cast sixty per cent (60%) of all the votes of each Class of Members with voting privileges shall constitute a quorum. If the required quorum is not present at any meeting called to act on any such matter (s), another meeting may be called to act on the same matter (s), subject to the notice requirement mentioned above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than sixty (60) days following the preceding meeting.
- (o) “Greenways” shall mean and refer to Reserves “F” and “G” shown on the Northfield Section One Plat, and Reserves “C”, “D” and “E” shown on the Northfield Section Two Plat.
- (p) “Community Properties” shall mean and refer initially to the Greenways.

If other properties, real or personal, are hereafter conveyed to or otherwise acquired by the Association, the term "Community Properties" shall thereafter cover and include such other properties.

- (q) "Architectural Control Committee" shall mean and refer to William G. Dwyer, J. J. Gallagher, Jr., and Lawrence J. Boudloche, all of Harris County, Texas, and their successors, who shall act as the Architectural Control Committee.
- (r) "Collector Street" shall mean and refer to Creekbend Drive, Kitty Brook Drive, Braes Forest Drive or Portal Drive as shown on the Northfield Section One Plat and/or Northfield Section Two Plat.
- (s) "Cul-de-sac or Loop Street" shall mean and refer to Hummingbird Drive, Rollingbrook Drive, Bankside Drive, Vickijohn Drive, Valley Hills Drive, Paulwood Drive, Villa Lea Lane, and Shawnbrook Drive, as shown on the Northfield Section One Plat and/or Northfield Section Two Plat.
- (t) "Fenestration" shall mean and refer to a door, window, or other opening in the wall of a building.

ARTICLE II

Subdivision Plat; Easements; Rights Reserved; Building Sites; Adjacent Property

SECTION 2.1. Subdivision Plat. All dedications, easements, limitations, restrictions, and reservations shown on the Northfield Section One Plat or the Northfield Section Two Plat are incorporated herein for all purposes, insofar as they relate to the Lots; provided, however, the Greenways, and all improvements thereon and appurtenances thereto, shall be owned by the Association for the benefit of all Members under the terms and provisions of this Declaration, irrespective of any recitation to the contrary on the Northfield Section one Plat or the Northfield Section Two Plat.

SECTION 2.2. Easements. Charter hereby reserves easements and rights-of-way to construct, maintain, repair, and operate a system or systems of electric light and power, telephone, telegraph, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities over, on, and under the Greenways. Further, Charter reserves the right to dedicate or convey specific easements over, on, or under any part of the Greenways for any and all of said systems, and the right to reserve, dedicate, or convey additional easements in any other part of Northfield Section One and/or Northfield Section Two for streets and/or any or all of said systems at or prior to the time Charter parts with the title thereto.

SECTION 2.3. Liability. No municipal authority using any dedicated public utility easement over, on, or under the Community Properties shall ever be liable for any damages done by them to fences, trees, shrubbery, plants, landscaping, or other improvements situated on the land covered by said easement, except to the extent any such municipal authority may have agreed otherwise with Charter or has a standard practice of remedying or repairing such damage. If any such damage is occasioned by operations of a municipal authority, then, to the extent such damage is not remedied or repaired by the municipal authority, in accordance with its standard practice or its agreement with Charter, such damage shall be remedied or repaired by the Association at its expense. If any damage to fences, trees, shrubbery, plants, landscaping, or other improvements situated on the Community Properties is occasioned by operations of any party other than a municipal authority, such damage shall be remedied or repaired by the party causing same at its expense.

SECTION 2.4. Reservations. The title conveyed by Charter to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, any of the easements referred to in Sections 2.1 or 2.2, or any improvements at any time located over, on, or under the Community Properties or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of the conveyance and are stated therein to be conveyed thereby. Any system of utility lines and facilities constructed by Charter over, on, or under any such easement may be given, sold or leased by Charter to any public authority, utility company, or holder of a public franchise.

SECTION 2.5. Right to Subdivide or Resubdivide. Charter shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property in Northfield Section One and/or Northfield Section Two, except the Greenways.

SECTION 2.6. Building Sites. With the written approval of the Architectural Control Committee, the Owner of a Lot or Lots may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites; provided (i) each such building site within the boundaries of a Lot or group of adjacent Lots defined herein as a Multiple Use Lot or Multiple Use Lots shall not contain less than 4,500 square feet or be less than 50 feet in width, except to the extent such width at the front is reduced by the fact (if applicable) that the building site fronts on a Cul-de-sac Street, and (ii) each such building site within the boundaries of a group of adjacent Lots not defined herein as Multiple Use Lots shall not be smaller or narrower than the smallest Lot or narrowest Lot in such group of adjacent Lots as originally platted. The front, rear, and side lines of the platted Lots affected by any such action, as such lines are designated on the Northfield Sections One Plat or the Northfield Section Two Plat, may be ignored for building or other purposes. The Architectural Control Committee shall have the right and is hereby authorized and empowered to designate or approve new front, rear and side lines for each such building

site. A Living Unit, with garage or carport, may be constructed on any such building site in accordance with such new front, rear and side lines. Each such building site, upon being designated as such by the Owner thereof, with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration.

SECTION 2.7. No Obligation as to Adjacent Property. Northfield Section One and Northfield Section Two are parts of a larger tract or block of land owned by Charter. While Charter may subdivide other portions of its property, or may subject the same to a Declaration such as this Declaration, Charter shall have no obligation to do so, and if Charter elects to do so, any Subdivision Plat or Declaration executed by Charter with respect to any of its other property may be the same as or similar or dissimilar to any Subdivision Plat covering Northfield Section One or Northfield Section Two, or any part thereof, or to this Declaration. The tracts shown as Unrestricted Reserves on the Northfield Section One Plat or the Northfield Section Two Plat are parts of the other property of Charter referred to in this Section 2.7.

ARTICLE III

Membership and Voting Rights in the Association

SECTION 3.1. Membership. The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member. Charter, whether or not it is the Owner on an Assessable Tract, shall also be a Member until December 31, 1982.

SECTION 3.2. Voting Rights. The Association shall have the following class or classes of voting membership with the following rights:

CLASS A: The Owners of the Assessable Tracts shall be the Class A Members, and by virtue of their membership, the Owner of each Assessable Tract shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of an Assessable Tract consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Assessable Tract.

CLASS B: Charter shall be the sole Class B Member, and by virtue of such membership, shall be entitled to the same number of votes in the Association as the aggregate votes of the Class A Members, plus one hundred (100) additional votes. The Class B Membership shall terminate at Midnight on December 31, 1982, or at the time when seventy-five percent (75%) of the Lots have become Assessable Tracts upon which are Living Units occupied as residences, whichever occurs earlier.

ARTICLE IV

Property Rights in the Community Properties

SECTION 4.1. Members' Easements of Enjoyment. Subject to the provisions of Section 4.2., every Member shall have a common right and easement of enjoyment in the Community Properties, and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

SECTION 4.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created in favor of Charter or others as referred to or provided for in Article II, and shall also be subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and in aid thereof to mortgage the Community Properties; provided, if the borrowed money is to be used other than to cover operating expenses, insurance premiums, or ad valorum taxes, the borrowing of the money and any mortgaging of the Community Properties must be approved by two-thirds (2/3) of the votes cast by each Class of Members at a Meeting of Members. In the event of a default under or foreclosure of any such mortgage, the rights of the lender or foreclosure sale purchaser shall be subject to the easement of enjoyment of the Members, except that the lender or foreclosure sale purchaser shall have the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members of any recreational facilities and to open the enjoyment of such recreational facilities to a reasonably wider public until the mortgage debt owed to such lender, or the purchase price paid by the foreclosure sale purchaser, and interest thereon at the rate of ten per cent (10%) per annum, shall be satisfied or recovered, whereupon the possession of such properties shall be returned to the Association and all rights hereunder of the Members shall be fully restored.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the assessments

provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties.

- (f) The Association shall have the right to transfer or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be approved by a majority of the total votes (regardless of Class) cast at a Meeting of Members.
- (g) The Association shall have the right to rent or lease any part of the Community Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in Northfield Section One and Northfield Section Two, such as, but not limited to, child care nurseries.
- (h) The Association shall have the right, but not the obligation, to contract, on behalf of all Assessable Tracts, for garbage and rubbish pickup and to charge the Owner of each Assessable Tract for his prorata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup and such cost to be in addition, should the Association so elect, to the assessments described in Article V hereof.

ARTICLE V

Assessments and Lien Therefor: Books

SECTION 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot which shall be or become subject to the assessments hereinafter provided for, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements, as such assessments may be fixed, established, and collected from time to time as hereinafter provided, together with (3) such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as are herein-after provided for, shall also be and remain the personal obligation of the person who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall be secured by the continuing lien referred to above.

SECTION 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Community Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members, such benefits to include, by way of illustration but not limitation, providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the covenants contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

SECTION 5.3. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs. The amount of the annual assessment for an Assessable Tract shall not exceed \$240.00, except that for any calendar year after the calendar year 1973, the Association may increase said maximum amount of the annual assessment for an Assessable Tract, but if any such change increases the maximum amount which can be assessed against an Assessable Tract to more than \$264.00 per year or more than 110% of the amount assessed in the preceding calendar year, whichever is greater, the change must be approved by two-thirds of the votes cast by each Class of Members at a Meeting of Members.

SECTION 5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.3, the Association may levy against the Assessable Tracts in any calendar year a special assessment applicable to that year only, for the purpose of defraying, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such assessment must be approved by two-thirds (2/3) of the votes cast by each Class of Members at a Meeting of Members.

SECTION 5.5. Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on each Assessable Tract on the first day of the first calendar month after it becomes an Assessable Tract. The amount of the annual assessment on each such Assessable Tract for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment on such Assessable Tract provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve,

and shall be due and payable on the day such Assessable Tract becomes an Assessable Tract. After the first year, the annual assessment on such Assessable Tract for each calendar year shall be due and payable on the first day of January in said year. The due date of any special assessment under Section 5.4 shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment.

SECTION 5.6. Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 5.3. The Board of Directors of the Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 5.7. Effect of Non-Payment of Assessment; the Lien; Remedies of Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon and cost of collection thereof hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Tract against which the assessment was levied, including improvement thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall bear interest from the date it becomes due at the rate of ten per cent (10%) per annum until it is paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit.

SECTION 5.8. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the Lien of any mortgage (s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the Lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board

of Directors, may subordinate the Lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

SECTION 5.9. Exempt Property. The assessments and liens created in this Article 5 shall apply only to the Assessable Tracts and the remainder of the property in Northfield Section One and Northfield Section Two shall not be subject thereto or entitled to the rights granted to Members in Article 4.

SECTION 5.10. Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time.

ARTICLE VI

Architectural Control Committee

SECTION 6.1 Tenure. The persons serving on the Architectural Control Committee, or their successors, shall serve until such time as all Lots subject to the jurisdiction of the Association have Living Units thereon occupied as residences, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person (s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor (s). A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VI. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

SECTION 6.2. Approval of Plans. No building or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed, or maintained in Northfield Section One or Northfield Section Two, nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and the location of Greenways in their relationship to existing or planned Greenways on adjoining property, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the

Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, existing or planned Greenways, walks, paths, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within ten (10) working days after they have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within ten (10) working days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 6.2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, it also shall have the right to specify requirements for each building site as follows: minimum set-backs; the location, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, paths, existing and planned Greenways, and structures on adjacent property. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Northfield Section One and/or Northfield Section Two.

SECTION 6.3. Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in Northfield Section One or Northfield Section Two until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within ten (10) working days after his name is submitted to it, approval will not be required, and the provisions of this Section 6.3 will be deemed to have been fully complied with.

ARTICLE VII

Restrictions

SECTION 7.1. All buildings, structures, and other improvements erected, altered, or placed in Northfield Section One or Northfield Section Two shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent,

shack, garage, barn, or outbuilding shall be used in Northfield Section One or Northfield Section Two at any time as a residence, either temporarily or permanently.

Unless the Architectural Control Committee otherwise agrees in writing, the exterior finish or construction of any Living Unit shall be at least fifty-one per cent (51%) brick, stone, or other masonry; in computing such percentage, roof areas shall be excluded, but attached garages, porches, and other structures constituting part of the Living Unit proper shall be included.

SECTION 7.2. No nuisance shall ever be erected, placed, or suffered to remain upon any property in Northfield Section One or Northfield Section Two, and no Owner of or resident on any property in Northfield Section One or Northfield Section Two shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 7.3. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in Northfield Section One or Northfield Section Two, except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner or tenant of any Living Unit, provided they are not kept for any commercial purpose.

SECTION 7.4. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or existing or planned Greenways. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.

SECTION 7.5. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in Northfield Section One or Northfield Section Two.

SECTION 7.6. No privy, cesspool or septic tank shall be placed or maintained in Northfield Section One or Northfield Section Two.

SECTION 7.7. No boat, trailer, camping unit, or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or existing or planned Greenways, except that, during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor.

SECTION 7.8. No clothing or other materials shall be aired or dried in Northfield Section One or Northfield Section Two except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or existing or planned Greenways.

SECTION 7.9. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 9:00 P.M.

SECTION 7.10. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located thereon.

SECTION 7.11. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

SECTION 7.12. Mailboxes, house numbers and similar matter used in Northfield Section One or Northfield Section Two must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not so harmonious shall be final.

SECTION 7.13. No fence, wall, tree, hedge or planting shall be maintained in Northfield Section One or Northfield Section Two in such manner as to obstruct sight lines for vehicular traffic.

SECTION 7.14. No billboards or other signs may be erected in Northfield Section One or Northfield Section Two without the prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a signage manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of the manual. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in Northfield Section One or Northfield Section Two.

SECTION 7.15. The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right, after twenty (20) days' notice to the Owner of any Lot, setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such Owner, (i) to mow the grass thereon, (ii) to

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 waterproofed 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

Members with voting privileges has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

SECTION 8.4. Enforcement. The terms and provisions of this Declaration shall run with and bind the land in Northfield Section One and Northfield Section Two, and shall inure to the benefit of and be enforceable by Charter, the Association, or the Owner of any Lot and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien created by this Declaration, and failure of Charter, the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

SECTION 8.5. Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 8.6. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 8.7. Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 8.8. Execution by the Association. The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

SECTION 8.9. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of Charter and the Association and their respective successors and assigns.

IN WITNESS WHEREOF, this Declaration is executed this the 21st day of November, 1972, A.D.

ATTEST:

THE CHARTER ASSOCIATES, INC.

/s/ Fred S. Ewing
Assistant Secretary

By: /s/ Wm.G. Dwyer
Wm. G. Dwyer, President

ATTEST:

NORTHFIELD SECTIONS ONE AND TWO
PROPERTY OWNERS ASSOCIATION

/s/ Fred S. Ewing
Assistant Secretary

By: /s/ Wm. G. Dwyer
Wm. G. Dwyer, President

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. DWYER, known to me to be the person whose name is subscribed to in the foregoing instrument, as President of THE CHARTER ASSOCIATES, INC., 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 21st day of November, 1972.

/s/ Barbara Sheppard
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. DWYER, known to me to be the person whose name is subscribed to in the foregoing instrument, as President of NORTHFIELD SECTIONS ONE AND TWO PROPERTY OWNERS ASSOCIATION, a non-profit 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 21st day of November, 1972.

/s/ Barbara Sheppard
Notary Public in and for Harris County,
Texas

D743205

153-32-0740 thru -0741

AMENDMENT TO DECLARATION OF THE CHARTER ASSOCIATES, INC.
COVERING FONDREN SOUTHWEST NORTHFIELD SECTIONS ONE AND TWO

The Declaration dated November 21, 1972, executed by The Charter Associates, Inc., and by Northfield Section One and Two Property Owners Association, covering Fondren Southwest Northfield Sections One and Two Subdivisions in Houston, Harris County, Texas, is hereby amended in the following respects:

The following Section is added between Sections 7.11 and 7.12 in said Declaration:

SECTION 7.11A. An underground electric distribution system will be installed in Blocks

1 through 5, both inclusive, of Northfield Section One, and in Blocks 1 through 7, both inclusive, in Northfield Section Two. The Owner of each Lot in said Blocks shall, at his cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on such Owner's structure to the point of attachment at such company's installed transformer or energized secondary junction box, such point of attachment to be made available by the electric company at a point designated by such company at the property line of the Lot. The electric company shall make the necessary connections at said point of attachment at the meter. In addition, the Owner of each Lot in said Blocks shall, at his cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company) for the location and installation of the meter of the electric company for the residence constructed on the Owner's Lot. For so long as underground service is maintained in said Blocks, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, sixty cycle, alternating current. The electric company has installed or will install the underground electric distribution system in said Blocks at no cost to Charter (except for certain conduits where applicable) upon Charter's representation that said Blocks are being developed for single family dwellings and/or townhouses of the usual and customary type, designed to be permanently located upon the Lots where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, with limitation, mobile homes and duplexes). Therefore, should dwellings of a different type be permitted on the Lots in said Blocks, the electric company shall not be obligated to provide electric service to a Lot in said Blocks on which a dwelling of a different type is located unless (a) Charter has paid to the electric company an amount representing the excess in cost of the underground distribution system for said blocks over the cost of equivalent overhead facilities to serve such Blocks, or (b) the Owner of such Lot, or the applicant for service, shall pay to the electric company the sum of (i) one dollar (\$1.00) per front foot of such Lot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (ii) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the electric company to be necessary. The term "electric company", as used in this Section 7.11A, shall mean and refer to the electric company furnishing electric service to the Lots in said Blocks.

WITNESS the execution hereof the 21st day of November, 1972.

ATTEST:

THE CHARTER ASSOCIATES, INC.

/s/ Fred S. Ewing
Assistant Secretary

By: /s/ Wm.G. Dwyer
Wm. G. Dwyer, President

ATTEST:

NORTHFIELD SECTIONS ONE AND TWO
PROPERTY OWNERS ASSOCIATION/s/ Fred S. Ewing
Assistant SecretaryBy: /s/ Wm. G. Dwyer
Wm. G. Dwyer, President

F038770

153-13-0002 thru -0004

AMENDMENT TO DECLARATION OF THE CHARTER
ASSOCIATES, INC., FILED NOVEMBER 21, 1972
COVERING FONDREN SOUTHWEST NORTHFIELD SECTIONS ONE AND TWO

On November 21, 1972, The Charter Associates, Inc., a Texas corporation filed a Declaration at 153-32-0725 through -0741, Harris County, Texas. The Charter Associates, Inc. has been succeeded by Northfield Sections One and Two Property Owners Association. Northfield Sections One and Two Property Owners Association, also known as Northfield I and II Civic Club, by special meeting of the members on January 18, 1977, has amended said Declaration as set out below. Only those articles as referred to in this Declaration by section and numbers or subletters have been amended. In all other respects the Declaration remains as is filed. The amendments are as follows:

I.

Article I, Section 1.1, paragraph (1) of the Declaration now reads:

“Association” shall mean and refer to the Northfield I and II Civic Club, a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets by merger, consolidation, or conveyance of assets.

II.

Article I, Section 1.1, paragraph (q) of the Declaration now reads:

“Architectural Control Committee” shall mean and refer to persons elected by a majority vote of the Board of Directors of the Association to act as the Architectural Control Committee.

III.

Article VI, Section 6.1. sentences 1 and 2 of the Declaration now read:

SECTION 6.1 **Tenure.** Each person serving on the Architectural Control Committee shall serve until such time as that person is removed, for any reason, by the Board of Directors of the Association. In the event of the death, resignation, or removal of any person serving on the Architectural Control Committee, the Board of Directors of the Association may designate a successor who shall have all of the authority and power of his predecessor.

IV.

Article III, Section 3.1 of the Declaration now reads:

SECTION 3.1. **Membership.** The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member.

V.

Article I, Section 1.1 (j) of the Declaration now reads:

(j) Prior to January 1, 1977, “Assessable Tract” shall mean and refer to any Lot from and after the date on which a Living Unit on such Lot is first occupied as a residence. On and after January 1, 1977, “Assessable Tract” shall mean and refer to any Lot whether or not

there is a Living Unit (occupied or unoccupied) on such Lot.

VI.

Article VII, Section 7.22 of the Declaration now reads:

SECTION 7.22. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass, or landscape with suitable ground cover, the area between the front of his Living Unit and the curb line of the abutting street, and except for Patio Homes, shall plant in the same area at least two trees, each having a minimum diameter of two inches (2") above finished grade. The grass, suitable ground cover, 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.

IN WITNESS WHEREOF, this Amended Declaration is executed on this the 18th day of January, 1977.

ATTEST:

NORTHFIELD SECTIONS ONE AND TWO
PROPERTY OWNERS ASSOCIATION

/s/ Ralph S. Marks
Ralph Marks, Secretary

By: /s/ George Blake
George Blake, President

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE BLAKE, President of NORTHFIELD SECTIONS ONE AND TWO PROPERTY OWNERS ASSOCIATION, and RALPH MARKS, Secretary of said Association, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act and deed of said GEORGE BLAKE and RALPH MARKS of NORTHFIELD SECTIONS ONE AND TWO PROPERTY OWNERS ASSOCIATION, for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of January, 1977.

/s/ Margaret A. Waite-Gibson

Notary Public in and for Harris County,
Texas

F430640

184-07-2095

AMENDMENT TO THE AMENDED
DECLARATION OF CHARTER AND
DECLARATION OF CHARTER

On February 9, 1977, Northfield Sections One and Two Property Owners Association filed its Amended Declaration of the Charter Associates, Inc. under file number F038770 recorded in Harris County at 158-13-0002, amending the Declaration of Charter filed November 21, 1972 at 153-32-0725 through -0741. By a two-thirds (2/3) vote at the annual meeting on December 8, 1977, the members voted to amend the Declaration of Charter, Article I, Definition (n) "Meeting of Members" to read "shall mean and refer to a meeting of the members duly called in the manner prescribed in the Bylaws of the Association."

In witness whereof, the Amended Declaration is executed on the 9th day of December.

1977.

Northfield Section One and Two
Property Owners Association
dba Northfield One and Two Civic Club

Attest:

/s/ Ralph S. Marks
Ralph S. Marks, Secretary

/s/ George Blake
George Blake, President

Sworn and subscribed before me, the undersigned authority, this the 9th day of
December,
1977.

/s/ Henry V. Radoff
Notary Public in and for Harris County,
Texas

H895889

043-84-2328 thru -2330

AMENDMENT TO DECLARATION OF THE
CHARTER ASSOCIATES, INC. COVERING
FONDREN SOUTHWEST NORTHLFIELD SECTIONS I & II

WHEREAS, The Charter Associates, Inc. and Northfield Sections One and Two Property Owners Association executed and filed of record that certain Declaration of The Charter Associates, Inc. covering Fondren Southwest Northfield Sections One and Two dated November 21, 1972, in File No. 153-32-0725 of the County Clerk's Records of Harris County, Texas, imposing certain restrictions and obligations on Fondren Southwest Northfield Sections One and Two, a Subdivision in Harris County, Texas, according to the plats thereof recorded in Volumes 185 and 195, Pages 133 and 100, respectively, of the Map Records of Harris County, Texas; and,

WHEREAS, said Declaration was amended by that certain Amendment to Declaration of The Charter Associates, Inc. covering Fondren Southwest Northfield Sections One and Two dated November 21, 1972, recorded in File No. 153-32-0740 of the County Clerk's Records of Harris County, Texas; and

WHEREAS, said Declaration was further amended by that certain Amendment to Declaration of The Charter Associates, Inc. dated January 18, 1977, recorded in File No. 158-13-0002 of the County Clerk's Records of Harris County, Texas; and,

WHEREAS, by over a two-thirds vote at a special meeting on March 15, 1983, the members of the Northfield Sections One and Two Property Owners Association, operating under the assumed name of Northfield I & II Civic Club, voted to further amend said Declaration;

NOW, THEREFORE, Northfield I & II Civic Club, whose address is P.O. Box 35679, Houston, Texas 77035, acting by and through its duly authorized officers does hereby amend said Declaration as follows:

Article V, Section 5.3 of the Declaration of The Charter Associates, Inc. covering Fondren Southwest Sections One and Two referenced above is hereby deleted in its entirety and the following Article V, Section 5.3 is inserted in lieu thereof:

“Section 5.3 Annual Assessments. The Association, by action of the Board of Directors, shall levy annual assessments against the Assessable Tracts to obtain funds reasonably anticipated to be needed for the purpose stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements and repairs. The amount of the annual assessment for an assessable tract shall not exceed \$329.00 per year. Any increase in said maximum annual assessment must be approved by two-thirds of the votes cast by each Class of Members at a Meeting of Members.”

Except has herein and heretofore amended, all of the provisions contained in said Declaration shall remain in full force and effect as originally written.

EXECUTED this 16th day of March, 1983.

ATTEST:

NORTHFIELD SECTIONS ONE AND
TWO PROPERTY OWNERS ASSOCIATION
d/b/a NORTHFIELD I & II CIVIC CLUB

/s/ George E. Ruff
George E. Ruff, Vice-President

By: /s/ George Blake
George Blake, President

THE STATE OF TEXAS |

COUNTY OF HARRIS |

This instrument was acknowledged before me on March 16, 1983, by GEORGE BLAKE, President of NORTHFIELD SECTIONS ONE AND TWO PROPERTY OWNERS ASSOCIATION d/b/a NORTHFIELD I & II CIVIC CLUB, on behalf of said Association.

/s/ Sondra Lee Streitz
Notary Public

S372474

512-30-1842 thru -1843

NOTICE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
FONDREN SOUTHWEST NORTHFIELD SECTION I
AND FONDREN SOUTHWEST NORTHFIELD SECTION II
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS | KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS |

Notice is hereby given that at a regularly called Meeting of the Members, as defined in Article I, Section 1.1 (n) of the Declaration of The Charter Associates, Inc., covering Fondren Southwest Northfield Sections I and II recorded November 21, 1972 under Clerk's File No. D743204 (the "Declaration") as amended by that certain

Amendment to Declaration of the Charter Associates, Inc., recorded February 9, 1977 under Clerk's File No. F038770 and in accordance with Article 5, Section 5.3 of the Declaration, a 2/3's majority of those Members eligible to vote, did in person and by proxy elect, agree and amend the Declaration to increase the annual assessment due to the Association from each Owner of each Lot to \$411.00 per year effective December 1, 1995.

The meeting and amendments to the Declaration were held in accordance with the Declaration as amended and the by-laws in effect at the time of such meeting and that such amendment and increase in assessments is legal, valid and effective and in accordance with the rules, regulations and the Declaration, as amended for Northfield Sections I and II in Harris County, Texas.

Northfield I and II Homeowners Association

By: /s/ Merry C. Porter
Merry C. Porter, President

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 21st day of March, 1977, to certify which witness my hand and seal of office.

/s/ Richard Melamed
NOTARY PUBLIC, STATE OF TEXAS