

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS §

**KNOW ALL MEN BY THESE PRESENTS:**

**FIRST AMENDED COVENANTS, CONDITIONS  
AND DEED RESTRICTIONS FOR NORCHESTER  
ONE, TWO, THREE AND SECOND AMENDED COVENANTS,  
CONDITIONS AND DEED RESTRICTIONS FOR NORCHESTER SOUTH**

The undersigned, representing owners of more than 67% of the lots, as defined herein, located within the Norchester Sections One, Two and Three, Subdivisions in Harris County, Texas, according to the map or plat thereof recorded in Volume 161, Page 82, Volume 168, Page 76 and Volume 177, Page 143 of the Map Records of Harris County, Texas hereby amend those certain Declarations of Restrictions of Norchester Sections One, Two, and Three recorded at Clerk’s File Nos. C959918, D152386 and D432136 of the Real Property Records of Harris County, Texas and declare 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.

The undersigned, representing owners of more than 67% of the lots, as defined herein, located within the Norchester South, a Subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 251, Page 126 of the Map Records of Harris County, Texas, hereby amend that certain Declaration of Restrictions Governing Norchester South recorded under Film Code No. 168-12-0668 et seq. and Clerk’s File No. F191193 of the Real Property Records of Harris County, Texas, amend those certain First Amended Deed Restrictions for Norchester South recorded under Film Code No. 194-17-0801 et seq. and Clerk’s File No. F593726 of the Real Property Records of Harris County, Texas.

**ARTICLE I Definitions**

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

(a) “Subdivision Plat” shall mean and refer to the plat of Norchester Sections One, Two and Three and Norchester South as set out above. As used in these Restrictions, the term “Subdivision” shall not cover or include the land in Reserves A, C, E and J shown on the Subdivision Plat, or any part thereof.

(b) “Lot” shall mean and refer initially to any of the Lots shown on the Subdivision Plat, being the Lots described herein-above in these Restrictions. If a subdivision plat is hereafter filed for record 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 2.4 herein, the term “Lot” shall refer to the site so created. The term “Lot” shall also include any numbered Lot shown on the recorded plat of any additional properties brought within the scheme of these Restrictions.

(c) “Corner Lot” shall mean any Lot that abuts on more than one street.

(d) “Interior Lot” shall mean any Lot which is not a Corner Lot.

(e) “Street” shall mean any street, drive, boulevard, road, lane or avenue shown on the Subdivision Plat.

(f) “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 or more, including the dwelling and garage.

(g) “Occupied Lot” shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

(h) “Owner” shall mean and refer to the owner(s), whether one or more persons or entities, of the fee simple record title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest or royalty interest burdening the title thereto.

(i) “Association” shall mean and refer to the Norchester Maintenance Fund, Inc., a Texas non-profit corporation, and to any non-profit corporation which succeeds to all or substantially all of its assets, rights or powers by any merger, consolidation, or conveyance of assets, rights or powers.

(j) “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 Tract as set forth in Article III hereof.

(k) “Meeting of Members” shall mean and refer to an annual or special 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 in advance of the meeting as provided in the bylaws of the Association, stating the purpose(s) of the meeting, and at which a quorum shall be present.

(l) “Community Properties” shall mean and refer to such properties, real or personal, as are hereafter conveyed to or otherwise acquired by the Association. The Association’s title to any property may cover the fee title thereto or only a leasehold estate therein, and may be subject to easement, reservations, restrictions, liens, indebtedness, obligations and other encumbrances.

(m) “Architectural Control Committee” shall mean and refer to the Board of Directors or the Board of Director’s designated committee.

**ARTICLE II**  
**Subdivision Plat; Easement; Rights**  
**Reserved; Minerals Reserved; Building Sites;**  
**Adjacent Property; Community Properties; Waivers**

SECTION 2.1. Subdivision Plats. All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as they relate to the Lots.

SECTION 2.2. Easements. The Board of Directors hereby reserves the right to dedicate, convey or reserve easements over, on, or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities.

SECTION 2.3. Reservations. The title conveyed 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, if any, or 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, if any, 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 conveyance and are stated therein to be conveyed thereby. Board of Directors reserves the right (but shall have no obligations) to construct, install, use, repair and maintain the public utilities, including, but not limited to, the electric and telephone lines, conduits and equipment necessary in connection therewith, and the right of access necessary or convenient thereto, and any system of utility lines and facilities constructed by Board of Directors over, on, or under any such easement may be given, sold or leased by Board of Directors to any public authority, utility company, or holder of a public franchise.

SECTION 2.4. Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the Subdivision, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear, and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of these Restrictions; provided, however, in no event shall any such building site have a width of less than the shortest Lot width measured at the building set back line presently

shown on the Subdivision Plat, nor shall any such building site have a total area less than the total area of the smallest Lot presently shown on the Subdivision plat.

**ARTICLE III**  
**Membership and Voting**  
**Rights in the Association**

SECTION 3.1. Membership. The Owner of each Lot, during the period of his ownership, shall automatically be a Member. The Association shall have only one (1) class of membership.

SECTION 3.2. Voting: Members shall be entitled to one (1) vote for each Lot they own. When more than one person holds such ownership, all such persons shall be Members, and the vote for such Lot shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Owners of two or more contiguous lots shall continue to have one (1) vote for each Lot and shall continue to pay assessments for each Lot. There shall be no composite lots for the purpose of assessments or voting.

**ARTICLE IV**  
**Property Rights in the Community Properties**

SECTION 4.1. Members' Easement 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, if any, and such right and easement shall be appurtenant to and shall pass with the title to every lot.

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 as referred to or provided for in Article II and shall also be subject to the following rights of the Association (which may be exercised by the officers of the Association when so authorized by its Board of Directors):

- (a) The Association shall have the obligation to construct, install, repair and maintain the Community Properties.
- (b) The Association shall have the right to suspend the enjoyment rights of any Member of any period during which any assessment or other amount owed by such member to the Association remains unpaid 30 days beyond due date.
- (c) The Association shall have the right to establish reasonable rules and regulations governing the members use and enjoyment of the Community Properties, if any, and to suspend the enjoyment rights of any Member for any period for any infraction of such rules and regulations.
- (d) The Association shall have the right to assess and collect the assessments provided for herein and in addition shall have the right to charge reasonable admission and other fees for the use of any recreational or other facilities which are a part of the Community Properties, if any, such as (but

not limited to) a separate charge for the use of any swimming facilities, tennis facilities or clubhouse facilities.

(e) The Association shall have the right to rent or lease any part of any Community Properties.

(f) The Association shall have the right to extend the enjoyment of any of the Community Properties, if any, to persons other than Members with conditions and restrictions by the Board.

## **ARTICLE V**

### **Assessments and Lien Therefor: Accounting Books**

SECTION 5.1. Creation of the Lien and personal Obligation of Assessments: Each owner of a lot which shall be or shall hereafter 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 annual assessments fixed, established, and collected from time to time as hereinafter provided, together with 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 owner hereby grants unto the Association a power of sale with respect to such lien, and the Association may foreclose such lien in a like manner to a deed of trust or may bring an action at law providing for foreclosure should said assessments remain unpaid. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter 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. Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall not be subordinate to the lien of any mortgages now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such properties.

SECTION 5.3. Purpose of Assessments. The assessments levied by the Association shall be used:

(a) to improve, beautify, manage, operate, care for and maintain the Community Properties, if any, the entrances to the Subdivision, the esplanades and streets in or adjacent to the Subdivision, and any and vacant Lots in the Subdivision, and such other areas as the Board of Directors of the Association shall determine, )

(b) to pay taxes and insurance premiums on any of such properties or improvements, and

(c) to promote the health, safety, convenience, enjoyment and welfare of the Members, such benefits to include, by way of fogging for insect control, enforcing the provisions contained in these Deed Restrictions, employing at the request of the Norchester Maintenance Fund, one or more architects, engineers, attorneys, or other consultants, for the purpose of advising Directors of the Association, for the maintenance and/or improvement of the Community Properties, if any, or

for the benefit of the Members, making security arrangements, and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Norchester Maintenance Fund 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, the foregoing uses and purposes being permissive and not mandatory, and the decisions of, and expenditures of said funds by, the Board of Directors of the Association being final and conclusive as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

SECTION 5.4. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the homeowners to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.3 including reasonable reserves for contingencies and/or capital improvements, replacements, and repairs. The Association may increase the annual assessment up to \$50.00 above the current year's assessment for the two years following the adoption of these Amended Restrictions. For every year thereafter, the annual assessments may be increased by previous year's Consumer Price Index (CPI of the US Department of Labor and Statistics) plus 5%. Any greater increase or any increase beyond \$600.00 per year must be approved by two-thirds (67%) of the Members at a Meeting of Members called for that purpose.

SECTION 5.5. Commencement of Annual Assessments, Due Dates. The annual assessments for each calendar year shall be due and payable on the first day of January in said year and delinquent after January 31 of said year.

SECTION 5.6. Assessment Installment payment for Homeowners of the age of 65 years or more. Any Homeowner of the age of 65 years or more may request a payment plan without penalty or interest from the Board of Directors if the Homeowner is current on all prior years' assessments. The installment payments are subject to written approval by the Board of Directors of the application of the homeowner prior to the January due date of the assessment. Equal payments to be received no later than: January 31<sup>st</sup>, March 31<sup>st</sup>, May 31<sup>st</sup> and July 31<sup>st</sup>.

SECTION 5.7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Community Property, if any, including fixtures and personal property related thereto, provided that any such assessment must be approved by two-thirds (67%) of the Members at a Meeting of Members called for that purpose.

SECTION 5.8. 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 Lot 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 Lots 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 and upon payment of a reasonable fee imposed therefor, if any, furnish to any Owner a certificate in writing signed by an officer of the Association or manager setting forth whether or not there are any unpaid assessments

against said Owner's property. Such certificate shall be conclusive evidence of payment of assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.

SECTION 5.9. 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 Lot against which the assessment was levied, including improvements 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 the higher of (i) twelve percent (12%) per annum or (ii) the highest rate then permitted by law until it is paid, and the Association may foreclose the lien securing the assessment in a like manner as for a deed of trust and/or the Association may bring an action at law, and there shall be added to the amount of such assessment all reasonable expenses of collection, including reasonable attorneys' fees. The lien will be continued and be renewed if necessary until assessment is paid in full.

SECTION 5.10. Exempt Property. The assessments and liens created in this Article VIII shall apply only to the Lots, and the remainder of the property in the Subdivision shall not be subject thereto.

## **ARTICLE VI**

### **Architectural Control Committee**

SECTION 6.1. Tenure. In the event of the death or resignation of any person serving on the Architectural Control Committee ("the ACC"), the Board of Directors shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article IX. However, the Board of Directors may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder as the Board of Directors deems prudent and reasonable; and the Association shall pay such consultants reasonable fees for such services as they render to the Committee, together with any interest incurred thereon.

SECTION 6.2. Approval of Plans.

(a) No buildings or other improvements, including, but not limited to, streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, mailboxes, burglar bars, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed or maintained in the Subdivision, 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 a schematic plan for the landscaping and lighting of the property, have been submitted to and

approved in writing by the ACC, 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 ACC as to compliance with these Restrictions as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the ACC 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. The ACC must approve or disapprove in writing the preliminary site plan and schematic plan within thirty (30) working days after they have been submitted to it. Without limitation of the powers herein granted, the ACC 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, the ACC shall also have the right to specify requirements for each building site as follows: minimum setbacks; driveway access screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property. The ACC 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 with other regulatory agencies in its judgment, with the overall character, design or aesthetics of the Subdivision.

(b) No improvements of any nature shall be erected, placed or altered on any building lot until the plans specifications and plot plans have been approved in writing as to conformity and harmony of the external design and existing structures in Norchester One, Two, Three and South and as to location by the ACC. Until the homeowner has received a signed and approved ACC request form, work on the project must not begin. Any work started prior to receiving ACC approval will be subject to removal if in violation of any restrictions at the homeowners' expense.

## **ARTICLE VII**

### **Restrictions**

SECTION 7.1. Home business: It is prohibited to use the home for offensive or commercial uses. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Homeowner or such Homeowner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes except that a single-family residence may also be used to conduct a home business if the Homeowner is in compliance with the following standards:



- (a) No more than two people will be allowed to be employed in the home occupation, and at least one of those employed must be a resident of the home;
- (b) A home occupation shall not create significant additional vehicular or pedestrian traffic to the residence;
- (c) No sign for the home occupation shall be displayed on the house or property;
- (d) There shall be no visible or outdoor storage or display of materials or products;
- (e) There shall be no exterior evidence of the conduct of a home occupation;
- (f) The conduct of any home occupation shall not reduce or render unusable areas provided for the off-street parking for the residents nor prevent the number of cars intended to be parked in the garage from being parked; and
- (g) There shall be no process used in the home occupation that is hazardous to public health, safety or welfare. No toxic, explosive, radioactive or other restrictive materials not normally used in a single-family dwelling shall be used or stored on the site.

The Association is authorized to promulgate rules and regulations to insure that home businesses comply with the above standards.

SECTION 7.2. No building or other structure of any kind or type other than one detached single-family dwelling, not to exceed two and one-half (2-½) stories in height, and a private enclosed garage for not less than two (2) nor more than four (4) passenger cars and a greenhouse to grow plants for the Owner's or residents' family or household purposes and fences shall be constructed, placed or permitted to remain on any lot. Carports shall not be allowed.

SECTION 7.3. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision 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 the Subdivision 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 and each outside wall of each structure within the Living Unit shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry; in computing such percentage, roof areas and windows shall be excluded, but garages, greenhouses, porches, and other structures constituting part of the Living Unit shall be included.

SECTION 7.4. No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and, then such temporary building must be on the Lot on which construction is in progress and not on adjoining Lots, streets, or easements and, at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction or at any other time.

SECTION 7.5. No garage apartments for rental purposes shall be permitted in the Subdivision.

SECTION 7.6. All improvements shall be constructed on the Lot so as to front the street upon which such Lot faces. A Lot shall be deemed to face the street which has its building set back line the farthest from said street.

SECTION 7.7. All improvements on Corner Lots shall have a presentable frontage on all streets on which that particular Corner Lot abuts.

SECTION 7.8. No residential structure shall be placed on any lot unless its living area contains a minimum of 1,800 square feet of floor area. All computations of living area shall be exclusive of open or screened porches, terraces, patios, driveways, garages, and/or greenhouses. Measurements shall be to the face of the outside walls of the living area.

SECTION 7.9. Unless the Architectural Control Committee specifically agrees otherwise in writing, no roof or any structure shall be constructed or covered so that the exposed material or have a grade of less than No. 2, GAF Timberline or equivalent composition shingle.

SECTION 7.10. No building, fence or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.

SECTION 7.11. Unless the Architectural Control Committee specifically agrees otherwise in writing, no building shall be located nearer than five feet (5') to any interior lot line, except that a detached garage or other permitted building located seventy feet (70') or more from the front lot line may be located as near as three feet (3') to an interior side lot line. No detached garage shall be located nearer than fifty feet (50') to a front lot line and no greenhouse shall be located nearer than seventy feet (70') to a front lot line. Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two (2) feet from the slab or foundation.

SECTION 7.12. Any garage located on an interior Lot which has any part thereof located within fifty feet (50') from the front lot line must open or face onto an interior side or rear lot line. Unless the Architectural Control Committee specifically agrees otherwise in writing, any garage located on a Corner Lot must open or face onto an interior side or rear lot line.

SECTION 7.13. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision, and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Board of Directors of the Association is hereby authorized to determine what constitutes a violation of this restriction.

SECTION 7.14. 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 Board of Directors of Association), snakes, livestock or other animals or fowl of any kind shall ever be kept in the Subdivision except that dogs, cats, or other common household pets (not to exceed a total of three adult animals) may be kept by the Owner, occupant or tenant of any Living Unit, provided they are not kept, bred or maintained for any commercial purpose. All Owners, occupants and tenants must comply with all the county laws concerning pets including leash laws.

SECTION 7.15. No trash, rubbish, garbage, manure, building materials 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 any other Lot. Reasonable amounts of construction materials and equipment may be stored upon a Lot or between that Lot and the street abutting same for reasonable periods of time during the construction of improvements on such Lot, but no such material or equipment shall ever be placed or stored on any street.

SECTION 7.16. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind shall be permitted in the Subdivision, and no 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 the Subdivision.

SECTION 7.17. No water well, privy, cesspool or septic tank shall be drilled, constructed, placed or maintained on any Lot.

SECTION 7.18. No boat, trailer, camping unit, motor home, bus, truck, or self-propelled or towable equipment, consumer goods or machinery of any sort shall be permitted to park on any street or on any Lot except in a garage or other enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from any other Lot, except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor; and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition parked farther from the street than the building setback lines as shown on the Subdivision Plat or the front line of the building nearest the street in Unrestricted Reserve D provided said vehicles are used day to day and have current registration and inspection; and (iii) this restriction shall not apply to the mere temporary parking of any such equipment or consumer goods which is in good repair and attractive condition. The Board of Directors of the Association is hereby authorized to determine what constitutes good repair and attractive condition and what constitutes temporary parking.

SECTION 7.19. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from the front facing street.

SECTION 7.20. 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 7.21. No noxious, offensive or dangerous trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood. Specifically and without limiting the generality of the foregoing, no self-propelled fireworks such as, but not limited to, bottle rockets, Roman candles and other projectiles or projectile emitting devices shall be burned or setoff on any lot or street.

SECTION 7.22. 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 police, health, sanitary, building or fire code, regulation or instruction of the city or county in

which located relating to or affecting the use, occupancy or possession of any of the lots in the subdivision.

SECTION 7.23. No fence, wall, hedge, shrub planting nor 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 lots provided that a fence or hedge not exceeding thirty (30") inches 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 which may set the exact height of the fence or hedge.

SECTION 7.24. 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. Chain link fences are prohibited. No fence shall be constructed behind the front building line in excess of seven feet (7') in height without prior approval by the Architectural Control Committee.

SECTION 7.25. 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.

SECTION 7.26. The owner of each improved or unimproved lot shall maintain it and any improvements, grass, trees, hedges and plantings thereon in a neat and attractive condition. If any lot is not so maintained, the Association shall have the right after notice to the owner of any lot given seven (7) days in advance (1) to mow the grass thereon; (2) to remove any debris therefrom; (3) to remove, trim or prune any tree, hedge or planting that in the opinion of the Board of Directors of the Association, by reason of its location or height or the manner in which it has been permitted to grow or become diseased, decayed or otherwise detrimental to the enjoyment of adjoining property, is unattractive in appearance or creates a hazard; (4) 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 (5) to do any and all things necessary or desirable in the opinion of the Board of Directors of the Association to place such property in a neat and attractive condition. The owner of such lot at the time the 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 and if such amount is not paid within that period of time, the owner shall be obligated thereafter to pay interest thereon at the rate of twelve percent (12%) per annum or the highest per annum rate of interest provided by law, if lower, and shall be personally obligated to pay any attorney's fees and court costs incurred by the Association in collecting such obligations. All the above recited charges shall be secured by the same lien securing the maintenance assessments herein provided.

SECTION 7.27. 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. An underground electric distribution system will be installed in the Subdivision, which underground service area embraces all Lots in

the Subdivision. The Owner of each lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement 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 customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle alternating current with exception of Section 1 which is maintained above ground.

SECTION 7.28. Easements for the underground service may be crossed by driveways, fences and walkways provided that the Owner of each Lot affected makes prior arrangements satisfactory with the utility company furnishing electric service and any other owner or user of such easement and provides and installs the necessary electric conduit and other structures of approved type and size under such driveways, fences or walkways and prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios, or other paved surfaces, and any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, streets, flowers, or other improvements located on the land covered by said easements.

SECTION 7.29. Mailboxes, house numbers and similar matter used in the Subdivision 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 harmonious shall be final.

SECTION 7.30. Except for one sign of not more than five (5) square feet advertising the Lot on which it is located for sale, no billboards or other signs of any kind or type may be erected in the Subdivision without the prior written consent of the Architectural Control Committee. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision. Spirit signs, alarm company signs and spirit flags are permitted.

SECTION 7.31. Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Lot faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street, 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.

SECTION 7.32. No fence, wall, hedge or shrub planting which obstructs side lines at elevations between two (2') and six (6') feet above street shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, the limitations shall apply on any Lot within ten feet (10') from the Intersection of a street property line with the edge of a driveway or alley pavement. No tree, hedge or shrubbery shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 7.33. No decks may be constructed higher than 18 inches above ground. Decks should not be situated on the lot so that they may pose a problem to the effective drainage of the lot or neighboring lot. Stain must match house if untreated wood is used. All unpainted wood must be treated lumber and all wood touching the ground or slab must be treated wood.

SECTION 7.34. Any burglar/security bars for safety reasons must be installed inside the window and must receive Architectural Control Committee approval prior to installation.

SECTION 7.35. Garage sales are discouraged by the Board as they can cause annoyance to neighbors and also they can create security problems. The Board will permit no more than (2) garage sales in any 12 month period. Garage sale signs are to be placed no more than (1) day prior to the sale and removed immediately after the sale. Signage may not be posted in the common area esplanades.

SECTION 7.36. All household trash garbage and other waste materials must be kept out of site until the time for trash and recycle collection. Please refer to the current trash and recycle policy for pickup sites. No items should be placed curbside earlier than 6 pm prior to trash collection day.

SECTION 7.37. Only portable basketball goals are permitted. All basketball goals must be kept up to standards with regulation backboards, hoop and net. Homemade basketball goals are not acceptable. Use of portable goals shall be stored from public view when not use. Usage of basketball equipment must conclude by 10 pm and must not be a nuisance to neighbors or cause damage to adjacent properties.

SECTION 7.38. All exterior painting to homes must have Architectural Control Committee approval.

SECTION 7.39. Car ports are not permitted. A porte-cochere is permitted with Architectural Control Committee approval if attached to house and garage.

SECTION 7.40. Tenants/Occupants. It is the responsibility of the Owner or Agent for the Owner to ensure that all tenants and occupants of the property are provided a copy of the Bylaws and Deed Restrictions. Also the tenants and occupants are to be provided with telephone number and mailing address of the property management office. It is the responsibility of the Owner to see that the tenants and occupants are abiding by the rules and regulations and must take necessary action to ensure compliance. The Owner shall provide the Association with the name, telephone number and mailing address of all tenants. The Owner shall also provide the alternate mailing address of Owner. Any changes of address shall be given in writing to the Association through its

managing Agent. Tenants and occupants who reside in the subdivision may attend and speak at all Association Board and annual meetings. However, no tenant shall have a vote at this meeting unless by a properly executed proxy of the Owner.

SECTION 7.41. Ancillary Buildings and Other Structures. Gazebos, play structures, storage structures, shade and other structures must be submitted to the Architectural Control Committee for approval prior to construction. Gazebos, arbors and shade structures must be architecturally compatible with the main house and be in compliance with applicable restrictions. Storage structures must be architecturally consistent with the style and materials of the house or actually be part of the house structure. Detached storage structures may require screening from public view. All ancillary buildings must be less than eight feet in height.

## **ARTICLE VIII Other Associations**

Merger of Associations. Notwithstanding the provisions of Section 9.2., and notwithstanding any other provision of these Restrictions to the contrary, and without the joinder, consent, vote or approval of the persons and parties who are then Members of the Association and/or Owners of Lots under these Restrictions, or anyone else, the Board of Directors of the Association shall have the right and option (but not the obligation or duty), at any time or from time to time between the date of these Restrictions and December 31, 2025, to merge or consolidate the Association with another non-profit corporation, and transfer all or substantially all of the Association's properties, if any, rights, duties and obligations to any such other surviving nonprofit corporation, and the surviving corporation shall thereupon administer the covenants and restrictions established by these Restrictions together with the covenants and restrictions theretofore administered by the non-surviving corporation as one scheme; provided, however, no such merger or consolidation shall in any manner revoke, modify or otherwise alter any of the covenants and restrictions established by these Restrictions. In the event of any such merger or consolidation the term "Association" where used in these Restrictions shall thereafter mean and refer to the surviving corporation which is known as Norchester Maintenance Fund.

## **Article IX General Provisions**

SECTION 9.1. Incorporation. The terms and provisions of these Restrictions shall be construed as being adopted in each and every contract, deed, or conveyance executed by Norchester Maintenance Fund conveying all or any part of the land in the Subdivision, 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 these Restrictions.

SECTION 9.2. Amendments. These Restrictions may be amended in whole or in part by an instrument executed by the President and Secretary of the Association when approved by two-thirds (67%) of the Members. Following any such amendment, every reference herein to these Restrictions shall be held and construed to be a reference to these Restrictions as so amended.

SECTION 9.3. Duration. These Restrictions shall remain in full force and effect for a term of forty (40) years from the date these Restrictions are recorded in the Office of the County Clerk of Harris County, Texas, after which time these Restrictions shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of 67% of the votes of the Members with voting privileges has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate these Deed Restrictions. Such an instrument so filed for record shall become effective on the date stated therein or the date it is so filed for record, whichever is the later date.

SECTION 9.4. Enforcement. The terms and provisions of these Restrictions shall run with and bind the land in the Subdivision, and shall inure to the benefit of and be enforceable, the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. These Restrictions 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, the Association, or any Owner to enforce any term or provision of these Restrictions shall never be deemed a waiver of the right to do so thereafter.

SECTION 9.5. Severability. Invalidation of any term or provisions of these Restrictions by judgment or otherwise shall not affect any other term or provision of these Restrictions, and these Restrictions shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 9.6. 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 9.7. Titles. The titles of these Restrictions 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 these Restrictions.

SECTION 9.8. Successors in Title. The terms and provisions of these Restrictions shall apply to, be binding upon, and inure to the benefit of the Association and all Owners and occupants of any Lot and their respective heirs, devisees, successors, legal representatives and assigns.

**THESE AMENDED RESTRICTIONS COVERING NORCHESTER ONE, TWO, THREE AND NORCHESTER SOUTH, HAVE BEEN APPROVED BY THE REQUISITE MEMBERSHIP OF NORCHESTER SECTIONS ONE, TWO, THREE AND NORCHESTER SOUTH.**

IN WITNESS, WHEREOF, these Restrictions are executed on the dates of the acknowledgments of the signatures of the undersigned.



\_\_\_\_\_ Printed  
Name:  
President

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of Norchester Maintenance Fund, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors and the appropriate number of Owners approved this First Amended Covenants, Conditions and Deed Restrictions for Norchester One, Two and Three and Second Amended Covenants, Conditions and Deed Restrictions for Norchester South and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors and Owners for Norchester Maintenance Fund, Inc.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Notary Public, State of Texas Return to: \_\_\_\_\_

Kathy Ann Terry  
PO Box 690141  
Houston, TX 77269-0141