

NORTHBROOK SECTION ONE

DEED RESTRICTIONS

PREFACE

This document represents a reformatting of **The Declaration of The Charter Associates, Inc. Covering Fondren Southwest Northbrook Section One**, also known as the Deed Restrictions of Northbrook Section One, as filed in Harris County, Texas, March 30, 1972. This version was generated to make the document more accessible to Northbrook homeowners by reproducing it in electronic form and enhancing its legibility over the original. In addition, an index to “The Declaration” has been added. Please note that this is not a reproduction of the **BYLAWS OF NORTHBROOK PROPERTY OWNERS ASSOCIATION** which have been reproduced and distributed separately.

In reproducing “The Declaration”, every effort was made to retain the exact format of the original, and this document was checked numerous times. Any differences discovered between this and the original should be reported to the Northbrook Property Owners Association (NPOA) so that corrections may be made.

Chris Cowles
November, 2005

DECLARATION OF THE CHARTER ASSOCIATES, INC.
COVERING FONDREN SOUTHWEST NORTHBROOK SECTION ONE

The Charter Associates, Inc., a Texas corporation, the owner of the following described property in Houston, Harris County, Texas:

The property described in Exhibit "A" attached hereto, which Exhibit "A" is incorporated herein as if copied at this place, word for word, for all purposes;

hereby declares that the real property in Northbrook Section One (as such term is hereinafter defined), 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) "Northbrook Section One" shall mean and refer to the property described in Exhibit "A" attached hereto.
- (c) "Northbrook Section One Replat" shall mean and refer to the Replat of Fondren Southwest Northbrook Section One recorded in Volume 181 at Page 67 of the Map Records of Harris County, Texas.
- (d) "Lot" shall mean and refer initially to any of the two hundred forty (240) numbered lots in Northbrook Section One, being the Lots described in Item (1) of the attached Exhibit "A", and also to any of the tracts described in Items (2) through (6) of the attached Exhibit "A".

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. If townhouse sites are created pursuant to Section 7.16 herein, the term "Lot" shall also thereafter mean and refer to any townhouse site so created.

- (e) "Sanford Road Lot" shall mean and refer to any Lot which fronts upon Sanford Road, i.e., Lots 155 through 177 in Block 5 of Northbrook Section One as shown on the Northbrook Section One Replat, and to the tract or parcel of land described in Item (4) of the attached Exhibit "A".
- (f) "Living Unit" shall mean and refer to any improvements in Northbrook Section One 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.
- (g) "Townhouse" shall mean and refer to a Living Unit each of the side walls of which is on a side boundary line of the Lot upon

- which such Living Unit is situated, whether such side wall be an individual wall or a party wall, or is adjacent to a building set-back line or an easement.
- (h) "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.
- (i) "Assessable Tract" shall mean and refer to any Lot in Northbrook Section One, and to any lot out of property other than Northbrook Section One if such lot is subjected by Charter to the jurisdiction of the Association and impressed by Charter with an assessment equivalent to the assessment imposed by Article V hereinbelow. Provided, no Lot in Northbrook Section One shall become an Assessable Tract until the earliest date on which (i) a Living Unit on such Lot is occupied as a residence or (ii) the FHA or the VA guarantees a loan on one or more Living Units in Northbrook Section One; and further provided that no lot out of property other than Northbrook Section One, which is subjected by Charter to the jurisdiction of the Association and is impressed by Charter with an assessment equivalent to the assessment imposed by Article V hereinbelow, shall become an Assessable Tract until the earliest date on which either (i) improvements on such lot are occupied as a residence or (ii) the FHA or the VA guarantees a loan on one or more residences on such property.
- (j) "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 only a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (k) "Association" shall mean and refer to the Northbrook 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.
- (l) "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.
- (m) "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.
- (n) "Greenways" shall mean and refer to the property described in Item (7) of the attached Exhibit "A".
- (o) "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."

- (p)"Architectural Control Committee" shall mean and refer to William C. 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.
- (q)"FHA" shall mean and refer to the Federal Housing Administration,
- (r)"VA" shall mean and refer to the Veterans Administration.
- (s)"Collector Street" shall mean and refer to Albury Street or Bob White Street, as shown on the Northbrook Section One Replat, irrespective of any change in the names thereof.
- (t)"Cul-de-sac Street" shall mean and refer to Sanford Road, Portal Drive, Claridge Drive, Vickijohn Drive, Bankside Drive, Rollingbrook Drive, Hummingbird Drive, or Creekbend Drive, as shown on the Northbrook Section One Replat, irrespective of any change in the names thereof.
- (u)"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 Northbrook Section One Replat are incorporated herein for all purposes, insofar as they relate to Northbrook Section One.

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 or all of said systems, and the right to reserve, dedicate, or convey additional easements in any other part of Northbrook Section One for streets and/or any or all of said systems at or prior to the time Charter parts with 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 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 Northbrook Section One except the property described in Item (7) of the attached Exhibit "A".

SECTION 2.6. Building Sites. With the written approval of the Architectural Control Committee, a Living Unit may be constructed on any combination of Lots or portions of Lots having (i) a width at the building line of not less than the narrowest width at the building line of any Lot shown on the Northbrook Section One Replat, and (ii) an area of not less than the area of the smallest Lot shown on the Northbrook Section One Replat.

SECTION 2.7. No Obligation as to Adjacent Property. Northbrook Section One is part 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 Northbrook Section One, or any part thereof, or to this Declaration. The property shown as Unrestricted Reserves on the Northbrook Section One Replat is a part 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 of an Assessable Tract, shall also be a Member until December 31, 1981.

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 such 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, 1981, or at the time when seventy-five per cent (75%) of the Lots have become Assessable Tracts upon which are Living Units occupied as residences, whichever event occurs earlier; provided, however, that the Class B membership shall be automatically reinstated whenever additional property is subjected by Charter to the jurisdiction of the Association and is impressed by Charter with an assessment equivalent to the assessment imposed by Article V herein, said Class B Membership as reinstated being subject to further termination at Midnight of the day falling ten (10) years after the date of the reinstatement of the Class B Membership or at the time when, once again, seventy-five per cent (75%) of the Lots (including those within said additional property) have become Assessable Tracts upon which are Living Units occupied as residences, whichever event 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 valorem 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 Northbrook Section One (or in other property which Charter subjects to the jurisdiction of

the Association and impresses with an assessment equivalent to the assessment imposed by Article V hereinbelow), 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.

SECTION 4.3. Extension of Members' Rights and Easements. Each Member shall have the right to extend the rights and easements of enjoyment vested in him hereunder to the members of his family and/or to his tenants who reside in Northbrook Section One, or in other property which Charter subjects to the jurisdiction of the Association and impresses with an assessment equivalent to the assessment imposed by Article V hereinbelow, and to such other persons as may be permitted by the Association.

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 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. 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 law and the by-laws governing the Association.

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; provided, the annual assessments shall be levied on a uniform basis as follows:

- (a) The amount of the annual assessment for a Lot with a Living Unit thereon occupied as a residence shall not exceed \$240.00, except that for any calendar year after the calendar year 1972, the Association may increase said maximum amount of the annual assessment for a Lot with a Living Unit thereon occupied as a residence, but if any such change increases the maximum amount which can be assessed against a Lot with a Living Unit thereon occupied as a residence 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. The amount actually assessed against a Lot with a Living Unit thereon occupied as a residence for any calendar year, is referred to in (b) below as the "Base Assessment Sum" for such year.
- (b) The amount assessed each year against a Lot which is an Assessable Tract but which does not have a Living Unit thereon occupied as a residence shall be a fraction of the Base Assessment Sum for such year, such fraction to be determined by the action of the Board of Directors of the Association, provided that after any conveyance of Community Properties by Charter to the Association, such fraction shall not be less than fifty per cent (50%).

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, in whole or in part, the cost of any construction, reconstruction, purchase, 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. The special assessment against each Assessable Tract shall bear the same relationship (as to amount) to the special assessments against the other Assessable Tracts as is provided in Section 5.3 with respect to annual assessments.

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 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 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 V shall apply only to the Assessable Tracts, and the remainder of the property in Northbrook Section One shall not be subject thereto or entitled to the rights granted to Members in Article IV.

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 buildings 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 Northbrook Section One, 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 the 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 Northbrook Section One.

SECTION 6.3. Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in Northbrook Section One 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 Northbrook Section One shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or out-building shall be used in Northbrook Section One 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 Northbrook Section One, and no Owner of or resident on any property in Northbrook Section One 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 Northbrook Section One, 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 container

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 Northbrook Section One.

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

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 Northbrook Section One 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 Northbrook Section One 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 Northbrook Section One in such manner as to obstruct sight lines for vehicular traffic.

SECTION 7.14. No billboards or other signs may be erected in Northbrook Section One 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 such manual. In no event shall the use of flags or banners be permitted in the promotion or sale of any Living Unit in Northbrook Section One.

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 no Lot shall be used for business or professional purposes of any kind. Lots 1 through 154 in Block 5 shall be used only for Detached Residences. With each Detached Residence, there shall be an attached or a detached, private, enclosed garage; and with each Living Unit situated on a Sanford Road Lot, there shall be an attached or a detached, private, enclosed garage. Each such garage shall accommodate at least two automobiles. Bona fide domestic servants may live in the improvements on any such property.
- (b) The Lots in Blocks 1, 2, 3, 4, 6, and 7 shown on the Northbrook Section One Replat shall be used only for Detached Residences, except, with the approval in writing of the Architectural Control Committee, all or any part or parts of such Lots may be combined and/or divided into townhouse sites and used for Townhouses. As a part of each such Townhouse, there shall be a private, enclosed garage or a private carport. Each garage, or carport, shall accommodate at least two automobiles. In addition to the foregoing, there shall be at least one non-enclosed, off-street parking space for each two Townhouses. Bona fide domestic servants may live in the improvements on any such property.
- (c) 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 garage on a Lot which fronts upon a Cul-de-sac Street shall have direct driveway access only from the abutting Cul-de-sac Street. The Owner of each Lot shall construct and maintain at his expense the driveway from his garage, or carport where permitted, to the abutting Collector or Cul-de-sac 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 hereto. Additionally, the Owner of each Lot upon which a Townhouse is situated shall construct at his expense any private street which may serve 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 Lot is served by any such private street, the Owners of such 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 Lots.

SECTION 7.18. No building or Living Unit in Northbrook Section One 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 (or any Living Unit of one story situated on a Sanford Road Lot) shall contain less than 2,000 square feet of living area, no Detached Residence of two stories (or any Living Unit of two stories situated on a Sanford Road Lot) shall contain less than 2,500 square feet of living area, and no Townhouse shall contain less than 1,500 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.

SECTION 7.19. As to

Lots 1 through 6 in Block 1,
 Lots 1 through 12 in Block 2,
 Lots 1 through 12 in Block 3,
 Lots 1 and 2 in Block 4,
 Lots 1 through 154 in Block 5,
 Lots 1 through 17 in Block 6, and
 Lots 1 through 14 in Block 7,

the following building requirements shall apply in those instances where Detached Residences shall be constructed (rather than Townhouses), 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 shown on the Northbrook Section One Replat.
- (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 lot 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 construction of the Detached Residence is completed, the Owner shall construct in the adjacent street right-of-way a concrete sidewalk four feet (4') in width parallel to the street curb and two feet (2') away from the front lot lines. The sidewalk shall extend the full width of the Lot and up to the street curb at a corner Lot.

SECTION 7.20. The basic concepts under which the Sanford Road Lots have been designed include, in addition to the provision of safe and convenient Greenways for recreation and pedestrian circulation, the encouragement of a more interesting street scene by the requirement of variable front setbacks, and the potential for more useable private open space within the aforesaid Sanford Road Lots by optional side yard provisions. To these ends, the following setback requirements for the placement of buildings on the Sanford Road Lots shall apply unless the Architectural Control Committee agrees to the contrary in writing:

- (a) No building on a corner Sanford Road Lot shall be nearer than ten feet (10') to the right-of-way line of an adjoining Collector Street.

- (b) Buildings on Sanford Road Lots other than corner Sanford Road Lots are not required to be set back any distance from the right-of-way line of Sanford Road except as otherwise provided in this item (b) and in item (c) next below. The Living Units on any two adjoining Sanford Road Lots may be the same distance, or within ten feet (10') of the same distance, from the right-of-way line of Sanford Road. However, the Living Units on any three adjoining Sanford Road Lots must be so located that there is at least a ten-foot variation in the distances between the Living Units on two of the three Sanford Road Lots and the right-of-way line of Sanford Road.
- (c) No garage which faces Sanford Road shall be located nearer than ten feet (10') to the right-of-way line of Sanford Road.
- (d) The Living Unit on a Sanford Road Lot shall not be less than twenty feet (20*) from the boundary line of the Greenway which abuts the rear line of the Sanford Road Lot. While the garage on a Sanford Road Lot is not required to be set back any distance from such line, it shall be so constructed that water does not drain from its roof onto an adjoining Sanford Road Lot or the adjoining Greenway.
- (e) A building on a Sanford Road Lot shall not be closer than five feet (5') to the line of an adjacent Sanford Road Lot if the wall of such building which faces the adjacent Sanford Road Lot contains any fenestration.
- (f) A building on a Sanford Road Lot need not be set back any required distance from the line of an adjacent Sanford Road Lot IF, but only if, all of the following conditions apply:
- (1) The wall of the subject building which faces the adjacent Sanford Road Lot contains no fenestration;
 - (2) Any building on the adjacent Sanford Road Lot which contains a wall with fenestration facing the subject building is set back a minimum distance of ten feet (10') from the subject building;
 - (3) The wall of the subject building and the wall of any building on the adjacent Sanford Road 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 Section 6.2 for the subject Sanford Road Lot and for all affected adjacent Sanford Road Lots are submitted to the Architectural Control Committee for approval at the same time in the required sequence.
- (g) In the event the wall of the subject building is placed against the wall of any building on the adjacent Sanford Road 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 Sanford Road Lot Owners.

SECTION 7.21. Anything contained herein to the contrary notwithstanding, it is hereby controllingly provided that the following provisions shall apply to Lots within Northbrook Section One which are used for Townhouses, as permitted by Section 7.16 herein:

- (a)The side lot lines of such Lots, as such side lot lines are designated on the Northbrook Section One Replat, may be ignored for building purposes; and the Architectural Control Committee, in addition to the powers granted it elsewhere herein, shall have the right to approve new front, rear, and side lot lines for townhouse sites (each of which will thereupon become a Lot as defined herein) located on such Lots.
- (b)The side of a Townhouse may be on a side lot line of a Lot approved as such by the Architectural Control Committee; or there may be constructed a party wall on the side lot line common to two Lots, approved as such by the Architectural Control Committee, part of which party wall shall be on one Lot and the other part of which shall be on the adjoining Lot. In the event a party wall is constructed, it shall be for the common benefit of the Townhouses built upon the two Lots upon which the party wall is situated, and the Owner of each Lot shall have reciprocal easements upon and against the portion of the adjoining Lot upon which a part of such party wall is situated for the preservation and maintenance of such party wall. Neither Owner of adjoining Lots sharing a party wall shall alter such party wall without the express consent of the other, which consent must be in writing, duly acknowledged, and filed for record. In the event a party wall shall become in need of repairs, the cost of such repairs shall be borne equally between the respective Owners of the Lots served by such party wall, unless one or the other Owner is responsible for the damage done to such party wall, in which event, said party wall shall be repaired at the sole cost and expense of the Owner responsible for the damage.
- (c)Not more than three adjacent Townhouses shall have the same setback distance from the front property line.
- (d)In the event individual walls are installed (as opposed to party walls), 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 Townhouse which adjoins the wall of the previously existing Townhouse. The maintenance of such waterproofing shall be the joint responsibility of the abutting Townhouse Owners.
- (e)All side walls, whether individual walls or party walls, shall be of masonry construction and shall otherwise comply with the requirements and specifications of the Building Code of the City of Houston.

SECTION 7.22. The Owner of each Lot used for a Townhouse, as a minimum, shall spot sod or sprig with grass the area between the front of his dwelling unit and the paved area of the abutting street, whether such street be a private street, a Cul-de-sac Street, or a Collector Street, the grass to be of the type and within the standards prescribed by the Architectural Control Committee. The Owner of each Lot used for a Living Unit other than a Townhouse, 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 Cul-de-sac or Collector Street, and shall plant in the same area at least two trees, each having a minimum diameter of two inches at a height three feet (3') above 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 Owner of any Lot may construct at his expense and at his election a fence upon such Lot, which fence shall be six feet (6') in height and shall otherwise comply with the provisions herein contained and the specifications established 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 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 Collector Street, a Cul-de-sac Street or a Greenway.

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 Northbrook Section One 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 Northbrook Section One.

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 Northbrook Section One, 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. Subject to the provisions of Article IX, 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 Northbrook Section One, 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 3.6. 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.

ARTICLE IX

FHA/VA Approval

During any period of time there is an outstanding mortgage indebtedness on any parcel of land in Northbrook Section One, the payment of which is guaranteed in whole or in part by the FSA or the VA, the following actions will require the prior approval of the one or both of them with such a loan guarantee outstanding: an addition to Northbrook Section One; a transfer of the Association's assets to a successor corporation by merger, consolidation or conveyance of assets; an acquisition by the Association of additional land as a part of its Community Properties; the execution of a mortgage covering all or any part of the Community Properties; and/or an amendment to or cancellation of this Declaration. The provisions of this Article IX shall terminate and cease to be applicable when the Class B membership in the Association terminates.

IN WITNESS WHEREOF, this Declaration is executed this the 29th day of March, 1972, A.D.

ATTEST

THE CHARTER ASSOCIATES, INC.

SEAL

Assistant Secretary

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

ATTEST

NORTHBROOK PROPERTY OWNERS ASSOCIATION

SEAL

Assistant Secretary

By: Wm. G. Dwyer
President

D557288

Film No. 142-28-0915

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 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 29th day of March, 1972.

NOTARY SEAL

Ann L. Garrett
Notary Public in and for Harris County,
Texas

ANN L. GARRETT
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-73

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 the foregoing instrument, as President of NORTHBROOK 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 29th day of March, 1972.

NOTARY SEAL

Ann L. Garrett
Notary Public in and for Harris County,
Texas

ANN L. GARRETT
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-73

EXHIBIT "A"
TO THE
DECLARATION OF THE CHARTER ASSOCIATES, INC.
COVERING FONDREN SOUTHWEST NORTHBROOK SECTION ONE

- (1) Lots 1 through 6, both inclusive, in Block 1;
Lots 1 through 12, both inclusive, in Block 2;
Lots 1 through 12, both inclusive, in Block 3;
Lots 1 and 2 in Block 4;
Lots 1 through 177, both inclusive, in Block 5;
Lots 1 through 17, both inclusive, in Block 6; and
Lots 1 through 14, both inclusive, in Block 7;
All in Fondren Southwest Northbrook Section One
according to the replat thereof recorded in Volume
181 at Page 67 of the Map Records
of Harris County, Texas.
- (2) A tract or parcel of land containing 9,250 square feet (0.2123 acre) out
of Fondren Southwest Northbrook Section One, a subdivision of record in
Volume 181, Page 67, Map Records, Harris County, Texas, and being out of
that certain 7.9231-acre tract shown as Reserve "F" on the aforementioned
plat, and being more particularly described by metes and bounds as follows
(all bearings referenced to the Texas Coordinate System, South Central Zone):
- BEGINNING at the northeast corner of Lot 70, Block 5 of the aforementioned
subdivision;
- THENCE with the east line of said Lot 70 S 02°17'33" E, 109.83 feet to the
southeast corner of Lot 70, being on the arc of a curve;
- THENCE along the arc of a curve to the right, having a chord which bears
S 34°51'08" E, a central angle of 36°10'36", a radius of 50.00 feet for
a distance of 31.57 feet to a point for corner;
- THENCE N 87°42'27" E, 53.29 feet to a point for corner;
- THENCE N 02°17'33" W, 136.00 feet to a point for corner;
- THENCE S 87°42'27" W, 70.00 feet to the POINT OF BEGINNING, and contain-
ing 9,250 square feet (0.2123 acre) of land.
- (3) A tract or parcel of land containing 8,725 square feet (0.2003 acre) out
of Fondren Southwest Northbrook Section One, a subdivision of record in
Volume 181, Page 67, Map Records, Harris County, Texas, and being out of
that certain 7.9231-acre tract shown as Reserve "F" on the aforementioned
plat, and being more particularly described by metes and bounds as follows
(all bearings referenced to the Texas Coordinate System, South Central Zone):
- BEGINNING at the southeast corner of Lot 36, Block 5 of the aforementioned
subdivision;
- THENCE with the east line of said Lot 36 N 02°17'33" W, 102.33 feet to the
northeast corner of Lot 36, being on the arc of a curve;
- THENCE along the arc of a curve to the left, having a chord with bears N
30°16'02" E, a central angle of 36°10'36", a radius of 50.00 feet for a
distance of 31.57 feet to a point for corner;
- THENCE N 87°42'27" E, 53.29 feet to a point for corner;
- THENCE S 02°17'33" E, 128.50 feet to a point for corner;
- THENCE S 87°42'27" W, 70.00 feet to the POINT OF BEGINNING, and containing
8,725 square feet (0.2003 acre) of land.
- (4) A tract or parcel of land containing 8,725 square feet (0.2003 acre) out
of Fondren Southwest Northbrook Section One, a subdivision of record in
Volume 131, Page 67, Map Records, Harris County, Texas, and being out of

that certain 7.9231-acre tract shown as Reserve "F" on the aforementioned plat, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the southwest corner of Lot 172, Block 5 of the aforementioned subdivision;

THENCE with the west line of said Lot 172, N 02°17'33" W, 102.33 feet to the northwest corner of Lot 172, being on the arc of a curve;

THENCE along the arc of a curve to the right, having a chord which bears N 34°51'08" W, a central angle of 36°10'36", a radius of 50.00 feet for a distance of 31.57 feet to a point for corner;

THENCE S 87°42'27" W, 53.29 feet to a point for corner;

THENCE S 02°17'33" E, 128.50 feet to a point for corner;

THENCE N 87°42'27" E, 70.00 feet to the POINT OF BEGINNING, and containing 8,725 square feet (0.2003 acre) of land.

- (5) A tract or parcel of land containing 8,725 square feet (0.2003 acre) out of Fondren Southwest Northbrook Section One, a subdivision of record in Volume 181, Page 67, Map Records, Harris County, Texas, and being out of that certain 7.9231-acre tract shown as Reserve "F" on the aforementioned plat, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the northeast corner of Lot 47, Block 5 of the aforementioned subdivision;

THENCE with the east line of said Lot 47 S 02°17'33" E, 102.33 feet to the southeast corner of Lot 47, being on the arc of a curve;

THENCE along the arc of a curve to the right, having a chord which bears S 34°51'08" E, a central angle of 36°10'36", a radius of 50.00 feet for a distance of 31.57 feet to a point for corner;

THENCE N 87°42'27" E, 53.29 feet to a point for corner;

THENCE N 02°17'33" W, 128.50 feet to a point for corner;

THENCE S 87°42'27" W, 70.00 feet to the POINT OF BEGINNING, and containing 8,725 square feet (0.2003 acre) of land.

- (6) A tract or parcel of land containing 8,235 square feet (0.1890 acre) out of Fondren Southwest Northbrook Section One, a subdivision of record in Volume 181, Page 67, Map Records, Harris County, Texas, and being out of that certain 7.9231-acre tract shown as Reserve "F" on the aforementioned plat, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the southwest corner of Lot 149, Block 5 of the aforementioned subdivision;

THENCE with the west line of said Lot 149 N 02°17'33" W, 102.33 feet to the northwest corner of Lot 149, being on the arc of a curve;

THENCE along the arc of a curve to the right, having a chord which bears N 34°51'08" W, a central angle of 36°10'36", a radius of 50.00 feet for a distance of 31.57 feet to a point for corner;

THENCE S 87°42'27" W, 53.29 feet to a point for corner;

THENCE S 02°17'33" E, 121.50 feet to a point for corner;

THENCE N 87°42'27" E, 70.00 feet to the POINT OF BEGINNING, and containing 8,235 square feet (0.1890 acre) of land.

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Film No. 142-28-0918

- (7) Reserves "D", "F", "G", "H", and "L", as shown on the Replat of Fondren Southwest Northbrook Section One, a subdivision in Harris County, Texas, as per the map or plat thereof recorded in Volume 181, Page 67, Map Records of Harris County, Texas, SAVE AND EXCEPT from said reserve "F" those Tracts numbered (2), (3), (4), (5), and (6) hereinabove.

FILED
R. E. Turrentine, Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS
1972 MAR 30 PM 4:27

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