

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Tenure. The "Architectural Control Committee" shall mean and refer to a three (3) member committee consisting of two (2) members of the Board of Directors and one (1) member of the Civic Club. 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 service performed pursuant to this Article IV. 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 Civic Club shall pay such consultants for such services as they render to the Committee.

Section 2. Approval of Plans. No buildings or other improvements, including but not limited to driveways, sidewalks, drainage facilities, fences, walls, outdoor lighting, or other structure shall be commenced, constructed, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of a material nature of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee of the Civic Club. 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 construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the general character and aesthetics of the Property.

Section 3. Failure of Architectural Control Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee of the Civic Club as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

Section 4. No Liability. Neither the Civic Club, Board of Directors or the Architectural Control Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason or mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Civic Club, Board of Directors, the Architectural Control Committee, or any of the members thereof to recover any such damage.

Section 5. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to this Article IV, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general

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plan for the improvement and development of the Property.

ARTICLE V

MAINTENANCE AND REPAIRS

Section 1. By the Owners. It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the exterior and interior of his house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto and also including the private driveway appurtenant to his house, sidewalks and fences which are appurtenant to his house and situated on his Lot. The Civic Club shall have no duty or obligation to any Owner in this regard.

Section 2. By the Civic Club. The Civic Club, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Area and all parts thereof, including but not limited to, landscaped lawns, parking areas and improvements and facilities owned by the Civic Club, except that it shall be the obligation of each Owner and not the obligation of the Civic Club, to pay for the cost of repair and maintenance of the private driveway, sidewalk, and fence or fences which are appurtenant to his house.

ARTICLE VI

RESTRICTIONS OF USE

Section 1. The lots herein shall be used for single family residential purposes only, and this shall be interpreted to forbid hospitals, duplex houses, apartments houses, multiple family houses of any kind, condominiums, commercial and industrial usages, and shall apply not only to the type of structure which may be erected on any lot, but also to the use of any structure on any lot, and any such usage or construction is hereby expressly prohibited. Such usages as are ordinarily accessory to, or incidental to, the maintaining of first class suburban home are not prohibited. The keeping of cows, horses, pigs, chickens, ducks or other animals, one or more, is expressly prohibited; however, Lot owners may keep a reasonable number of domestic pets such as dogs or cats, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 2. Only one residence shall be constructed or permitted on each such Lot, homesite or separate parcel of land.

Section 3. No garage or outbuilding erected on said premises shall be used as a residence or living quarters, except by immediate family members of the Owner or a servant or servants engaged on the premises, and then only after the erection of the residence.

Section 4. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat of the CHARNWOOD subdivision, nor nearer than five (5) feet to either side property line on each Lot.

Section 6. No fence, wall, or hedge shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot,

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except for decorative subdivision entry fences, and for those fences which separate the subdivision from Voss Road, which said fences may extend as near to the street as the Civic Club's Architectural Control Committee may determine to be in the best interest of the subdivision.

Section 7. No residence may be erected on any lot which adjoins Voss Road such that it fronts on Voss Road, and no driveway or other means of vehicular access to any lot shall open onto Voss Road.

Section 8. No building material of any kind or character shall be placed on the streets or between the curb and the property line; it being distinctly understood and agreed that all building materials to be used in the construction or repair of any building or appurtenance thereto within the CHARNWOOD subdivision shall be placed within the property lines of the premises upon delivery.

Section 9. No residence shall be constructed on any lot or building site in the subdivision which has a total area of less than 2,000 square feet in the main structure, exclusive of porch, garage or outbuildings.

Section 10. All improvements shall be constructed on each lot so as to front the street upon which such lot faces.

Section 11. No residence shall be constructed anywhere in said subdivision unless the outside walls thereof shall be made up of and contain not less than 51% brick, stone or cement. No asbestos, vinyl or aluminum siding shall be permitted.

Section 12. No trash, ashes or other refuse may be thrown or dumped on any lot in the CHARNWOOD subdivision. No garbage, trash can or container of any kind will be permitted in front of any house or lot at any time, and all incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition at all times.

Section 13. No truck larger than a one (1) ton pickup, bus, boat or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck larger than a one (1) ton pickup, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Section 14. No individual sewage-disposal system shall be permitted on any lots nor shall any individual water-supply system be permitted on any lot.

Section 15. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent.

Section 16. No radio or television aerial, pole, or other framework, structure or device which will project more than ten (10) feet above the uppermost roof line of the residence shall be erected on any lot or attached to any of the improvements thereon. No antennas shall be erected as a free standing structure.

Section 17. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals be erected, maintained, or permitted on any Lot.

Section 18. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

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Section 19. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Architectural Control Committee of the Civic Club shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner. Grass and weeds on each Lot must be kept mowed at regular intervals as may be necessary to maintain the same in a neat and attractive manner; should the Owner fail to do so, then the Civic Club may, at its option, have the grass and weeds cut when and as often as in the judgment of its President the same is reasonably necessary, and the Owner of said lot or tract of land shall be obligated to pay the reasonable cost of such work to the Civic Club.

ARTICLE VII

CONSOLIDATION OF LOTS

Any Lot or part thereof may be consolidated with any adjoining Lot or Lots or part or parts thereof to constitute a single Building Plot on which a Detached Residence may be constructed, provided that the same shall be approved in writing by the Architectural Control Committee. The front and side lot lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front and side lines of the new Building Plot for building and other purposes. Improvements, limited to tile improvements permitted in this Declaration, may be constructed on any such Building Plot in accordance with the new front and side Lot lines thereof. Each such Building Plot 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 this Declaration, except that all future assessments payable by the Owner of a Building Plot comprised of several Lots combined in accordance with this Article will be based upon one assessment for each of the originally platted Lots so combined. Only a Detached Residence may be constructed on a new Building Plot as described herein.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Amendment. That the covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Declaration, or by the Civic Club, the members of which are the homeowners in Sections One, Two, and Three of CHARNWOOD, a subdivision of Harris County, Texas, and their respective legal representative, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective in perpetuity. The covenants, conditions, and restrictions of this Declaration may be amended at any time by an instrument signed by not less than a majority of the lot owners. No amendment shall be effective until recorded in the Real Property records of Harris County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Section 2. Enforcement. Any Owner of any Lot within the CHARNWOOD subdivision, Section One, Section Two, or Section Three, and the Civic Club shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or

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hereafter imposed by the provision of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Section 4. Books and Records. The books and records of the Civic Club shall, during reasonable business hours, be subject to reasonable inspection by any Member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome to nor constitute a harassment of the Civic Club. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member.

Section 5. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

Section 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 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 terms or provisions contained in this Declaration.

Section 8. Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon and inure to the benefit of the Civic Club and its successors and assigns.