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**DECLARATION OF AMENDED AND RESTATED
RESTRICTIONS AND COVENANTS GOVERNING PROPERTY
AND LOTS IN
WILCHESTER, SECTIONS ONE, TWO, THREE AND FOUR
AN ADDITION IN HARRIS COUNTY, TEXAS**

20130037962-1498

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DECLARATION OF AMENDED AND RESTATED
RESTRICTIONS AND COVENANTS GOVERNING PROPERTY
AND LOTS IN
WILCHESTER, SECTIONS ONE, TWO, THREE AND FOUR
AN ADDITION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

RECITALS

WHEREAS, by instruments dated June 1, 1961, June 21, 1963, August 23, 1965, and December 8, 1966, certain restrictions and covenants were established affecting Wilchester, a subdivision, the plats of which are recorded in the Map Records of Harris County, Texas in Volume 75, Page 43 as to Wilchester, Section One; Volume 95, Page 45 as to Wilchester, Section Two; Volume 126, Page 1 as to Wilchester, Section Three; and Volume 142, Page 13 as to Wilchester, Section Four. The instruments establishing restrictions and covenants were recorded in the Official Public Records of Real Property, Harris County, Texas, in Volume 4394, Page 561 as to Wilchester, Section One; Volume 5165, Page 612, as to Wilchester, Section Two; Volume 6048, Page 469, as to Wilchester, Section Three; and Volume 6603, Page 161, as to Wilchester, Section Four ("Prior Restrictions")and;

WHEREAS, the Prior Restrictions provided that the covenants and restrictions therein contained could be amended from time to time by the execution of an instrument in writing approved by a majority of the Owners of lots in Wilchester, Sections One, Two, Three and Four, when said instrument was duly recorded in the real property records of Harris County, Texas, all as more particularly provided in the Prior Restrictions, reference to which is hereby made for all purposes just as if said Prior Restrictions were herein fully reproduced;

WHEREAS, because it was desirable, benefitted the Owners of Lots in Wilchester, and enhanced and preserved the value of property therein to modify, amend, and consolidate into one instrument the existing Prior Restrictions so as to make them uniform throughout the several sections of Wilchester and to cause the Prior Restrictions to meet the current needs of the community and its residents a majority of the Owners of Lots in Wilchester, Sections One, Two, Three and Four did amend and restate the Prior Restrictions by virtue of that certain document entitled "Restated and Amended Declarations of Restrictions and Covenants Governing Property and Lots in Wilchester, Sections One, Two, Three and Four an Addition in Harris County, Texas" filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. P744204 ("Prior Declaration");

WHEREAS, the Prior Declaration was amended by virtue of that certain document entitled "Petition Modifying Restated and Amended Declarations of Restrictions and Covenants Governing Property and Lots in Wilchester, Sections One, Two, Three and Four an Addition in Harris County, Texas" filed in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No.

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U745645 (the Prior Declaration as amended hereafter still referred to as the "Prior Declaration");

WHEREAS, Section 209.0041(a) of the Texas Property Code provides: a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in the property owners association unless the declaration contains a lower percentage, in which case the lower percentage controls;

WHEREAS, the Prior Declaration does not contain a lower percentage; and

WHEREAS, the Owners in Wilchester, Sections One, Two, Three and Four holding sixty-seven percent (67%) of the votes in Wilchester Owners Committee, a Texas non-profit corporation (being the property owners association for Wilchester, Sections One, Two, Three and Four) by virtue of the Ballots attached hereto as Exhibit "A" and incorporated herein for all purposes do hereby approve this amendment and restatement of the Prior Restrictions and Prior Declaration as set forth below.

NOW, THEREFORE, the Owners to which at least sixty-seven percent (67%) of the votes in Wilchester Owners Committee are allocated do hereby amend and restate the Prior Restrictions and Prior Declaration as set forth below:

ARTICLE I

Definitions

1.01 "Architectural Control Committee" as used in this Declaration shall mean the committee of Owners established in Article III of this Declaration.

1.02 "Board of Trustees" as used in this Declaration shall mean the Board of Trustees of Wilchester Owners Committee.

1.03 "Lot" as used in this Declaration shall mean and refer to that portion of any of the plots of land shown upon the plats and subdivision maps referred to in the preamble above, in the Official Real Property Records of Harris County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the common area or any other reserves shown on the said maps or plats.

1.04 "Owner" as used in this Declaration shall mean and refer to the owner or owners of record, whether one or more persons or entities, of the fee simple or equitable title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.05 "Wilchester" as used in this Declaration shall mean:

- Wilchester, Section One, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Volume 75, Page 43 *et seq.* of the Map Records of Harris County, Texas;

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- Wilchester, Section Two, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Volume 95, Page 45 *et seq.* of the Map Records of Harris County, Texas;
- Wilchester, Section Three, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Volume 126, Page 1 *et seq.* of the Map Records of Harris County, Texas; and
- Wilchester, Section Four, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Volume 142, Page 13 *et seq.* of the Map Records of Harris County, Texas.

1.06 "Wilchester Owners Committee" as used in this Declaration shall mean Wilchester Owners Committee, a Texas non-profit corporation and its successors and/or assigns.

ARTICLE II

Authority to Enforce

2.01 Wilchester Owners Committee shall have authority for the collection and expenditure of maintenance funds as hereinafter provided and the enforcement of the restrictions and covenants hereinafter established with respect to Wilchester. Nothing contained herein shall be deemed to preclude the Owner of any Lot from enforcing these restrictions in his own name or from bringing an action at law or in equity to preserve or protect his interest in his property or to enforce his rights as set forth herein.

ARTICLE III

Architectural Control Committee

3.01 There is hereby established an Architectural Control Committee consisting of not less than three (3) Owners of Lots in Wilchester deemed by the Board of Trustees to be qualified to serve upon such committee. The members shall serve a term of three (3) years, provided, however, that any member of the Architectural Control Committee may be removed by the Board of Trustees with or without cause. In the event of such removal by the Board of Trustees or in the event of resignation, death, or retirement of any member of the Architectural Control Committee, or in the event a member of the Architectural Control Committee shall cease to be the Owner of a Lot in Wilchester, then the Board of Trustees shall appoint a successor member to the Architectural Control Committee, which successor member shall complete the unexpired term of the committee member who has been removed, resigned, died, retired, or ceases to be an Owner of a Lot in Wilchester. Nothing herein contained shall prohibit any member of the Architectural Control Committee from serving more than one (1) three (3) year term. The terms shall be staggered so that one (1) position expires every year and a successor appointed by the Board of Trustees at the meeting of the Board of Trustees next following the annual meeting and election of Trustees of the Wilchester Owners Committee. Each member of the Architectural Control Committee shall be an Owner of a Lot as that term is used herein, and no member of the Board of Trustees may serve as a member of the Architectural Control Committee while serving as a member of the Board of Trustees. To assist the Architectural Control Committee in

conducting its work, the Board of Trustees has previously adopted and may, from time to time, amend standards and guidelines, which must be filed of record in the Official Public Records of Real Property of Harris County, Texas. The guidelines previously adopted by the Board of Trustees are filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. Z236836 and 20120037752 ("Guidelines"). Such Guidelines as may be amended by the Board of Trustees shall have the same force and effect as if stated in this Declaration.

3.02 No building, fence, wall, structure or other improvement shall be commenced, erected, or maintained upon any Lot in Wilchester nor shall any exterior addition to or change or alteration therein be made, including, without limitation, changes in roofs and/or roofing materials, 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 by the Architectural Control Committee as to compliance with these covenants and restrictions and as to harmony of external design and location in relation to surrounding structures and topography. Provided, however, the term "maintained" as used herein does not mean or include routine maintenance of the Lot, provided there is no change in the color, size or materials used. The height, construction material and placement of any fence (or driveway gate) is subject to the criteria and limitations imposed by the Architectural Control Committee.

3.03 In the event that any plans and specifications are submitted to the Architectural Control Committee 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 of such plans and specifications, then such plans and specifications shall be deemed to have been approved and full compliance with this Article shall be deemed to have been had. Provided, however, incomplete plans and specifications will be deemed to have been denied. Meetings of the Architectural Control Committee must be attended by at least two members of the Architectural Control Committee, at which meetings both members must agree to approve plans and specifications. When all three members of the Architectural Control Committee are present at a meeting of the Architectural Control Committee, all three members must approve the plans and specifications. In the event such plans and specifications are disapproved by the Architectural Control Committee, the Owner requesting such approval may submit such plans and specifications to the Board of Trustees with a request for approval at the next regularly scheduled meeting of the Trustees following the disapproval of said plans and specifications by the Architectural Control Committee. The decision of the Board of Trustees in this regard shall be final and conclusive. An affirmative vote of a majority of the Trustees shall be required for approval. The Owner and all Committee members may personally appear at the meeting of the Trustees to speak in favor of or against approval, before the Trustees' conclusive vote.

ARTICLE IV

Maintenance

4.01 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 Wilchester Owners Committee shall have the right through its agents and employees to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the building and any other improvements erected thereon, all at the expense of the Owner. "Maintain" as used

herein shall be deemed to require that all structures and improvements situated upon Lots in Wilchester shall be painted regularly as required in order to maintain a neat and attractive appearance, that all siding and other components of such structures and improvements be kept in good repair and replaced when and as necessary, and that all damage to portions of the exterior of any structures and improvements situated upon any Lot in Wilchester be promptly repaired. For purposes of this Section, grass which is allowed to grow to a height in excess of six (6) inches and lawns which are not kept edged and trimmed shall prima facie be deemed to be not being maintained. In any event, the Wilchester Owners Committee shall not exercise any right to enter upon the property and make necessary repairs or perform necessary items of maintenance until and unless a notice specifying the necessity of such repairs, and/or maintenance shall have been forwarded to the Owner of record of such Lot and the structures thereon by United States Mail, certified, at his or her last known address, which notice shall allow such Owner a period of ten (10) days from the date of mailing of the notice to effectuate such repairs and/or maintenance. The foregoing notwithstanding, however, in the event of an emergency posing an immediate threat in the judgment of the Board of Trustees to the health, safety, or welfare of residents of Wilchester, such ten (10) day notice shall not be required prior to the Wilchester Owners Committee entering upon the property and effecting necessary repairs and/or maintenance. Expenses incurred by Wilchester Owners Committee in accordance with this Section will be a charge on the land and shall be secured by the lien retained in Article VI, Section 6.05 of this Declaration and shall also be the personal responsibility of the Owner of the Lot upon which the services were rendered and must be paid within thirty (30) days after the date of mailing of an invoice of expenses by the Wilchester Owners Committee.

ARTICLE V

Restrictions

5.01 All Lots shall be used for single family residential purposes only. A "residence" shall be construed to be a single family dwelling. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) automobiles. As used herein and to the extent permitted by federal, state, or local laws, "single family" shall mean that all persons residing in the same household are related by affinity or consanguinity or persons that are in the legal custody of a residence of a household. All commercial or business uses of any Lot or part of a Lot in Wilchester are expressly prohibited by these covenants and restrictions except those that (i) do not involve use of any part of the applicable Lot, or residence or other building or improvement thereon, by any person other than the Owner; (ii) are not detectable by sight, sound or smell from outside the residence and there is no other external evidence thereof (including signs, advertising, vehicular parking or contacts in person at the residence with clients or customers); (iii) do not involve the delivery or storage of any equipment, materials or devices other than as consistent with operation of a small residence business office, and in all events which are not hazardous and do not constitute any type of threat to health or safety or other nuisance; and (iv) comply with all applicable City ordinances and any other governmental laws, rules, regulations and permitting or licensing requirements applicable to same.

5.02 No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no

building shall be located on any residential building plot nearer than ten (10) feet to any side street line, nor nearer than five (5) feet from the rear lot line, nor nearer than five (5) feet from any side line, except a detached garage which may be located within three (3) feet of any inside lot line if situated at the rear of the main residence building. The term "detached garage" shall mean a separate building having no common wall with the main residence building. An attached garage (except those which have a driveway connected directly to a side street) must be set back at least twenty-five (25) feet from the front elevation of the residence, unless upon the specific written application of an Owner of an existing residence (but not new construction), the Board of Trustees grants an express written variance to the setback requirement for a new attached garage to be added to an existing residence. Such variances may be granted on a case-by-case basis due to particular circumstances regarding the Lot in question. All garages must have garage doors which are determined by the Architectural Control Committee to suitably complement the residence when viewed from the street. All improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage.

5.03 No residential structure shall be erected or placed on any building plot having an area of less than eight thousand (8,000) square feet or a width of less than seventy (70) feet at the front building setback line; except in the case of any Lot shown on the recorded plats of Wilchester (as of the date this Declaration is filed of record) which may have a lesser minimum square foot area or a lesser minimum width at the front buildings setback line.

5.04 No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to, any and all types of garage sales, yard sales and estate sales on any Lot.

5.05 Except as hereinafter provided, no truck, tractor, bus, camper, recreational vehicle, boat, or trailer ("Prohibited Vehicles") 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 Prohibited Vehicles shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from the street. There are specifically exempted from the provisions of this Section those vehicles commonly known as pick up trucks, which are used primarily for the regular transportation of the Owner of any Lot or the family members of any such Owner, and trucks and vans designed for transportation of passengers (such as those vehicles known by the trade names of "Blazer," "Bronco," "Suburban Wagon," "APV," "Mini-Van," and those vehicles of a similar type) and which are primarily used for the regular transportation of the Owners of Lots in the subdivision and their family members. Provided, however, no vehicle permitted under this Section may exceed either eight feet (8') in height, and/or seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length. Additionally, no Owner of any Lot in Wilchester shall allow to remain on any portion of any Lot in Wilchester or on any street abutting any Lots in Wilchester any vehicle of any kind or character which is inoperative or which does not qualify pursuant to the laws of the State of Texas or the laws or ordinances, rules, and regulations of the City of Houston, to operate as a motor vehicle upon the streets or highways of the State of Texas or the City of Houston, for a period greater than one week during any calendar year in which this Declaration shall be effective. It is the purpose of these prohibitions to prevent the parking or storage, temporarily or otherwise, of junked, disabled, unsightly

and unsafe vehicles upon any Lot or parts of Lots or streets in Wilchester. All vehicles (excluding Prohibited Vehicles) shall at all times be parked on paved driveways or upon the street.

5.06 No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Temporary portable storage units may be placed in a driveway for up to thirty (30) consecutive days, but only if they are placed behind the front elevation of the residence; such temporary portable storage units are prohibited from being placed on the street in front of or adjacent to any Lot or on unpaved areas of any Lot visible from the street.

5.07 No residential structure shall be placed on any Lot unless its living area has a minimum of two thousand (2,000) square feet and no more than a maximum of four thousand five hundred (4,500) square feet of floor area exclusive of porches and garage (unless, upon specific written application by an Owner, the Board of Trustees grants an express written exception to the maximum size limit on a case-by-case basis).

5.08 The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, or, upon specific written application, other masonry type construction approved by the Board of Trustees at their sole discretion on a case-by-case basis. For the purposes of this Section 5.08, stucco and/or Hardiplank (or similar products) may not be included in the required fifty-one percent (51%).

5.09 Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

5.10 Any noise or odor emitted by, and any discharge or waste from, any animal (including without limitation dogs and cats) which can be seen, heard or smelled outside of the perimeter of the subject Owner's residence shall be deemed noxious and offensive and is therefore prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence, except that dogs, cats, and other typical household pets may be kept, provided that not more than three dogs over the age of six months and not more than three cats over the age of six months may be kept on a residence at any given time. No such kept pets shall be noxious, offensive, vicious or dangerous and the total number of such household pets shall not be excessive so as to cause a nuisance to other Owners, as determined by the Board of Trustees. Any outside pen, cage, kennel, shelter, concrete pet pad, run, track, or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone outside of the perimeter of the subject Owner's residence must be approved by the Architectural Control Committee, as outlined in Section 3.01 above. Each and every dog, cat, or other household pet, if not kept and confined within an enclosed non-visible portion of the residence, must be physically leashed and under the direct physical control of the Owner or a responsible agent designated by the Owner when traveling beyond the perimeter of the residence, and such person shall promptly remove and appropriately dispose of the solid waste of any such pet.

5.11 No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on any site in Wilchester, nor shall said premises or any part thereof be used for vicious or illegal 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 relating to or affecting the use, occupancy or possession of any of the said sites.

5.12 No sign of any kind shall be displayed to the public view except the following:

For Sale/Lease/Construction Signs. One (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a building contractor/remodeler to advertise the property during the construction, remodeling and sales period.

Political Signs. The following restrictions apply to signs advertising a political candidate or ballot item for elections, as regulated by Section 202.009 of the Texas Property Code ("Political Signs"). No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date. No more than one (1) Political Sign is allowed per political candidate or ballot item. No Political Sign may: contain roofing material, siding, paving, materials, flora, one (1) or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than 4' x 6'; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

School Spirit Signs. Signs containing information about one (1) or more children residing in the residence and the school they attend shall be permitted so long as the sign is not more than six (6) square feet. Only one (1) sign per child under the age of eighteen (18) residing in the residence. School spirit signs of a temporary nature shall be governed by Specialty Signs.

Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the dwelling unit shall be permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 4" x 4". There shall be no more than one (1) sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for the "Child Find" program or a similar program sponsored by the local police and/or local fire department.

Specialty/Signs. Special event signs of banners, such as signs announcing birthday, births or short term school spirit signs, may be displayed for a temporary period of time not to exceed seven (7) days prior to the event and three (3) days after the event.

5.13 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick

or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

5.14 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.15 No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown or maintained on any part of any Lot forward of the front building line of said Lot; provided that a fence or hedge not exceeding thirty (30) inches in height may be located forward of the front building line 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 set up under Section 3.01 above. No outside clothes line shall be constructed or maintained on any Lot within sight of any street.

5.16 Construction activities associated with improvements, new construction or renovation and maintenance activities such as mowing which generate noise that can be heard outside the perimeter of a Lot may not occur before 8:00 a.m. or after 8:00 p.m.

5.17 Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any Mortgage or Deed of Trust, or the assigns of any mortgagee, trustee, or guarantor, under any such mortgage or Deed of Trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

ARTICLE VI

Annual Maintenance Charge and Special Assessments

The Prior Restrictions and Prior Declaration referred to in the Recitals to this instrument are further amended by this Article VI, and should there be any conflict between these provisions and the existing provisions concerning said fund, then these provisions shall prevail.

6.01 Each residential Lot in Wilchester is hereby subjected to an annual maintenance charge in an amount determined as hereinafter set forth.

6.02 The maintenance charge provided for herein shall be payable to Wilchester Owners Committee and shall be used for the benefit of the uniform management of the civic affairs of Wilchester. Such funds shall be used for the payment of expenses for maintenance, street lighting (if such street lighting shall in the future be installed), fogging for insect control deemed necessary by the Board of Trustees in addition to that provided by the county, caring for the common areas of Wilchester, for garbage and rubbish pick up, for security services, for enforcement of this Declaration, for contributions to any athletic clubs benefitting the subdivision, and doing any other things necessary or desirable, in the opinion of the Board of Trustees to maintain or improve the property in Wilchester. The use of maintenance charge money for any of these purposes is permissive and not mandatory, and the decisions of the Board of

Trustees shall be final, so long as made in good faith. No Owner may exempt himself or be exempted from the payment of the maintenance charge herein prescribed on the basis that he is not accepting or is not receiving the services or benefits described above. Wilchester Owners Committee shall have no obligation, however, to provide any such service or benefit to Owners or to Lots for which the maintenance charge has not been paid.

6.03 Each Owner of a Lot or Lots in Wilchester shall be virtue of his or her ownership be a voting member of Wilchester Owners Committee and be entitled to one vote per Lot owned in Wilchester. Each Owner, as that term is defined in Article I above, shall be entitled to one vote whether or not such Owner is in fact more than one natural person. The annual meeting of the members shall be held at a time and place as set by the Board of Trustees during the first calendar quarter of each year. The Owner of a Lot or Lots in Wilchester shall by virtue of his or her ownership also be a voting member of Wilchester Club, a Texas non-profit corporation. The rate of the annual maintenance charge against each Lot shall be determined annually, and may be adjusted from year-to-year by the Board of Trustees, as the needs of Wilchester and the Wilchester Owners Committee require in the judgment of the Board of Trustees. To determine such needs, the board of trustees shall prepare an operating budget covering the estimated costs and expenses to operate the Wilchester Owners Committee during the coming year and, once prepared, shall calculate an annual maintenance charge per Lot. Provided, however, such annual maintenance charge may not be increased by the Board of Trustees more than ten percent (10%) above the annual maintenance charge for the previous year, without the affirmative vote of a majority of the members of Wilchester Owners Committee who are represented in person or by proxy at a meeting of the membership duly called for this purpose. In addition to the annual maintenance charge authorized herein, the Wilchester Owners Committee may levy special assessments from time to time provided that assessments receive the affirmative vote of a majority of the members of Wilchester Owners Committee who are represented in person or by proxy at a special meeting of the membership duly called for this purpose. Approved special assessments, together with any interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be secured by the lien retained in Article VI, Section 6.05 against each Lot.

6.04 Each Owner of a residential Lot or, at the option of the Board of Trustees, an agent of the Owner designated by the Owner to receive notice, shall be notified in writing of the amount of the annual maintenance charge assessed or any special assessment. Such amount shall be due and payable in full on or before January 1, or thirty (30) days after notification of any special assessment. All charges unpaid as of that time shall be deemed delinquent, and a late charge in a reasonable amount determined by the Board of Trustees may be assessed on all such delinquent assessments.

6.05 The annual maintenance charge any special assessment and any other charges under this Declaration or by law assessable against any Lot shall constitute a continuing lien against such Lot and the improvements thereon in favor of Wilchester Owners Committee. Said lien shall be prior and superior to all other liens except mortgage liens for purchase money and/or improvements made, and taxes due and unpaid against any Lot and/or the improvements thereon. Each Owner and purchaser of a Lot is conclusively deemed to covenant and agree that said charges are a covenant running with the land by his claim or assertion of ownership or by accepting a deed to

any such Lot, whether or not it shall be so expressed in such deed or other instrument asserting ownership. It is the specific intention of the undersigned Owners that the continuing lien for these charges as a covenant running with the land, as shown in the Prior Restrictions hereby amended and restated, be continued by this instrument.

6.06 Wilchester Owners Committee may bring an action based on the debt against any Owner who is obligated to pay the maintenance charge referred to above, or to foreclosure the lien herein established, or both. In the event any such action is required, interest, costs, and reasonable attorneys' fees shall be added to the assessment. Any such action shall be brought in the name of Wilchester Owners Committee and shall be for the common benefit of all Owners of Lots in Wilchester.

6.07 In addition to the other rights of Wilchester Owners Committee to enforce this Declaration, the Board of Trustees shall be entitled to assess fines established by the Board of Trustees for violation of this Declaration, such as for failing to maintain the property and improvements, holding an estate sale or making improvements without the approval of the Architectural Control Committee. Such fines shall be invoiced to the Owner of the concerned Lot and payment shall be due within thirty (30) days of such invoice. Failure to pay such invoice shall be a charge on the land and shall be secured by the lien retained in Article VI, Section 6.05 of this Declaration. To the fullest extent allowed by law, Owners hereby waive the opportunity to cure (and notice related to same) under Section 209.006 of the Texas Property Code for violations of Section 5.04 of this Declaration regarding garage sales, estate sales, or similar types of sales of short duration.

ARTICLE VII

Enforcement, Severability, Term and Amendment

7.01 Wilchester Owners Committee or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.02 Any building, structure or other improvement in existence prior to the date this Declaration is filed of record in the Official Public Records of Real Property of Harris County, Texas that is in compliance with the Prior Declaration shall be deemed to be in compliance with this Declaration so long as the building, structure or other improvement is not the basis of any pending litigation or Architectural Control Committee action.

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

7.04 The covenants, restrictions and conditions of this instrument shall run with the land and shall inure to the benefit of and be enforceable by the undersigned or the Owner of any Lot subject to this instrument and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of ten (10) years from the date this instrument is recorded, after which time said covenants, conditions and restrictions shall be automatically extended

for successive periods of ten (10) years. The covenants, conditions, and restrictions of this instrument may be amended at any time by the Owners in Wilchester holding a majority of all of the votes in Wilchester Owners Committee. No amendment shall be effective unless filed in the Official Public Records of Real Property of Harris County, Texas.

IN WITNESS WHEREOF, the President of Wilchester Owners Committee hereby executes this Declaration evidencing i) the Wilchester Owners Committee's approval of this Declaration, and ii) that the Ballots attached hereto as Exhibit "A" and incorporated herein represent the approval of Owners holding at least sixty-seven percent (67%) of the votes in Wilchester Owners Committee who approve this Declaration to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

DATED this 22nd day of January, 2013.

ATTEST:

WILCHESTER OWNERS COMMITTEE 100

By: Russ Newton
RUSS NEWTON, Secretary

By: David A. Barcus
DAVID A. BARCUS, President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 22 day of January, 2013 personally appeared David A. Barcus, President of Wilchester Owners Committee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Charmane R. Whalley
Notary Public in and for the State of Texas

210549



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Return to:
Butler & Hailey, P.C.
8901 Gaylord, Suite 100
Houston, Texas 77024