

Amend  
K

20120535067  
11/16/2012 RP2 \$56.00

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
NOTTINGHAM, SECTIONS ONE (1), TWO (2) AND THREE (3)**

THE STATE OF TEXAS  
  
COUNTY OF HARRIS

KNOW ALL MEN BY  
THESE PRESENTS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Nottingham, Section One (1), recorded in the Official Public Records of Real Property of Harris County, Texas on January 29, 1988 under Clerk's File No. L523211, imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

Nottingham, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 89, Page 5, of the Map Records of Harris County, Texas

120

and,

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Nottingham, Section Two (2), recorded in the Official Public Records of Real Property of Harris County, Texas on January 29, 1988 under Clerk's File No. L523212, imposes various covenants, conditions, restrictions, liens and charges upon the following real property:

Nottingham, Section Two (2) a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 98, Page 61, of the Map Records of Harris County, Texas

and,

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Nottingham, Section Three (3), recorded in the Official Public Records of Real Property of Harris County, Texas on January 29, 1988 under Clerk's File No. L523213, imposes various covenants, conditions, restrictions, liens and charges on the following real property:

Nottingham, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 102, Page 45, of the Map Records of Harris County, Texas

and

WHEREAS a Notice of Change in the Maximum Annual Assessment Applicable to Lots in Nottingham, Sections I, II, and III was recorded in the Official Public Records of Real Property of Harris County, Texas on March 13, 2007 under Clerk's File No. 20070154794 which increased the maximum assessment under the Declaration of Covenants to \$575.00; and

WHEREAS a First Amendment to the Declaration of Covenants, Conditions and Restrictions for NOTTINGHAM SECTIONS ONE (1), TWO (2) and THREE (3) was recorded in the Official Public Records of Real Property of Harris County, Texas on August 17, 2012 under Clerk's File No. 20120375125 which increased the maximum assessment under the Declaration of Covenants to \$1000.00; and

WHEREAS, the Section One Declaration, the Section Two Declaration and the Section Three Declarations each provide that the provisions thereof may at any time be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, at least sixty-seven percent of the Owners of Lots that are members of the Property Owner's Association in NOTTINGHAM, SECTIONS ONE (1), TWO (2) and THREE (3) voted to amend and combine these Declarations of Covenants, Conditions and Restrictions in accordance with the covenants, conditions and restrictions; and

WHEREAS, at least sixty-seven percent of the Owners of the Lots in NOTTINGHAM, SECTIONS ONE (1), TWO (2) and THREE (3) as of October 21, 2012, did hereby adopt, establish and impose upon all of the Lots in NOTTINGHAM, SECTIONS ONE (1), TWO (2) and THREE (3), sub-divisions in Harris County, Texas, according to the map or plat thereof recorded in Volume 89, Page 5, Volume 98, Page 61, and Volume 102, Page 45 of the Map Records of Harris County, Texas, the following amended reservations, easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties, which amended reservations shall take the place of the prior Restrictions for NOTTINGHAM, SECTIONS ONE (1), TWO (2), and THREE (3), and which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the subject Properties and shall inure to the benefit of each Owner thereof. When effective, this instrument supersedes the Section One Declaration, the Section Two Declaration, and the Section Three Declaration.

## ARTICLE I

### Definitions

Section 1. "Association" shall mean and refer to Nottingham Maintenance Fund, Inc. (doing business as and also known as Nottingham Civic Association), a non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property known as NOTTINGHAM, SECTIONS ONE (1), TWO (2), and THREE (3).

Section 4. "Lot" shall mean and refer to any numbered Lot or plot of land shown in the recorded plat for NOTTINGHAM, SECTIONS ONE (1), TWO (2) and THREE (3).

Section 5. Baseline Elevation. "Baseline Elevation" of all interior Lots (Lots other than corner Lots) shall be determined by averaging the measured elevation of the two points where the front building line crosses the property lines of the adjacent Lots. The Baseline Elevation of a corner Lot shall be determined by averaging the measured elevation of three points: (i) the point where the front building line crosses the property line of the adjacent Lot, (ii) the rear most corner of the common property line of the corner Lot and the adjacent interior Lot, and (iii) the point where the front building line and side building line meet. A Baseline Elevation shall be determined by a surveyor duly licensed in the State of Texas and submitted with the plans for a proposed residential dwelling that will have a foundation.

## ARTICLE II

### Recorded Subdivision Map of the Properties

The recorded subdivision map of the Properties dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown therein, and such recorded subdivision map of the Properties may further establish certain restrictions applicable to the Properties, including without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the recorded plat or replats of the Properties are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or other instrument conveying said property or any part thereof, whether specifically referred to therein or not.

## ARTICLE III

### Use Restrictions

Section 1. Single Family Residences. Unless otherwise specifically provided in this Declaration, no building shall be erected, altered, or permitted to remain on any Lot other than one (1) detached single family dwelling used for residential purposes only, not to exceed two (2) stories in height. Each such dwelling shall have an attached or detached garage for not less than one (1) nor more than three (3) automobiles and permitted accessory structures. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

"The term 'detached garage' shall mean a separate building having no common wall with the main residence building.

No addition, modification or building may be constructed, erected, altered or placed such that the lot contains residence areas or areas that may be used as residence areas for other than one detached single family dwelling. No addition, modification or building may be constructed,

erected, altered or placed such that the residence may be a duplex nor have separate residence areas or be easily modified for use as a duplex or contain separate residence areas. All additions, modifications or new construction that places, erects or alters a one-story garage into a two-story garage, must meet the following additional requirements:

1. It must be an attached garage;
2. It must otherwise meet all set back requirements stated in these Declarations, Covenants and Restrictions;
3. If the rear of the garage is set back further than the rear of the main residence, it must not contain a window, door or balcony that offers an imposing view to a neighbor's rear or side yard;
4. Its exterior colors and materials must match the residential structure as closely as possible; and
5. The roof line of the garage must integrate with existing roof line so as to appear to have been part of the original structure.

Section 2. Dwelling Size. The ground floor living area of each residential structure, exclusive of open or screened porches, open terraces, garages and parking areas, shall not be less than 1,600 square feet in NOTTINGHAM SECTION THREE (3) and 1,800 square feet in NOTTINGHAM SECTIONS ONE (1) AND TWO (2) for a one (1) story residential structure and 1,400 square feet in NOTTINGHAM SECTION TWO (2) and 1,600 square feet in NOTTINGHAM SECTIONS ONE(1) AND THREE (3) for a one and one-half (1 ½) or two (2) story residential structure.

No residential dwelling constructed on a Lot after the effective date of these Declarations shall exceed a height of thirty-two (32) feet above Baseline Elevation. No garage constructed or remodeled on a Lot after the effective date of these Declarations shall exceed the height of the house.

Section 3. Location of the Improvements upon the Lot. No building shall be located on any Lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential Lot nearer than 25 feet to the front lot line, nor nearer than ten (10) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than five (5) feet to the rear lot line, nor nearer than five (5) feet to any side lot line. Notwithstanding any provision to the contrary, an attached or detached garage that faces the street in front of the Lot must be located at the rear of the residential dwelling and no portion of an attached or detached garage shall be nearer to the front elevation of the residential dwelling on the Lot than twenty-five (25) feet, measured from the nearest point of the garage and the front corner of the residential dwelling that is nearest to the garage. All residential structures shall front on the street on which the Lot faces, and each corner Lot shall front on the street on which it has the smallest frontage. All vehicle driveways shall be hard surfaced. For the purpose of this covenant, eaves, steps and

unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

For purposes of this section only, any residential structure or garage built prior to January 1, 2013, which is located nearer than 5 feet to any side lot line, may be remodeled or expanded (in accordance with all other provisions stated herein) without being required to move the structure, or the expansion thereto, from its existing location on the Lot. If an existing structure is located nearer than 5 feet to any side lot line, any expansion to that structure may also be located as close to the side lot line as the existing structure, but in no event can the new expansion be nearer than 3 feet to any side lot line.

This section does not permit a newly constructed residence or newly constructed garage to a new residence from being located nearer than 5 feet to any side lot line. However, newly constructed garages to existing homes may be located as close as 3 feet to a side lot line with prior written approval of either the Board of Trustees or any committee formed by the Board of Trustees for the purposes of reviewing and approving architectural plans.

Section 4. Walls and Fences. No fences or walls shall be erected or maintained in front of the front or side building line of the residence on the Lot. No side or rear fence or wall, shall be more than eight (8) feet high.

Section 5. Prohibition of Offensive Activities and Conditions. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity or condition of any sort shall be permitted to exist nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

Section 6. Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or other outbuilding shall be erected or maintained on any Lot for any period of time or for any purpose, other than one (1) lawn storage building and/or one (1) children's playhouse which shall not exceed the height of a one (1) story dwelling and shall correspond to the style and architecture of the dwelling on the Lot. No structure on a Lot shall be used as a residence other than the dwelling.

Section 7. Storage of Automobiles, Boats, Trailers, Recreational Vehicles and Other Vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement or right-of-way, unless such vehicle is concealed from public view inside a garage or enclosure, except passenger automobiles, passenger vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas. No motor vehicle may be stored or parked on any Lot except the driveway or garage.

Except temporarily, under forty-eight (48) hours, no non-motorized vehicle, trailer, boat, marine craft, recreational vehicle, machinery or equipment of any kind may be parked or stored on the residential street in front of any Lot, or on any part of any Lot, unless such object is inside

a garage, fence or other enclosure behind the front building line of the residence, and does not extend more than four (4) feet above any fence or enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of improvements on a Lot.

Section 8. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 9. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than two (2) dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

Section 10. Lot and Building Maintenance. The Owners or occupants of each Lot shall at all times maintain all buildings in an attractive manner, keep all weeds and grass cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall screen the drying of clothes or trash storage piles from public view. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials are not permitted in the street or street gutters and shall kept in sanitary containers with sanitary covers or lids. Equipment for the storage or disposal of materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, until the completion of the improvements after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot out of public view.

Section 11. Signs. No signs of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 12. Location of Antenna. No radio or television aerial wires or antenna shall be located on any Lot in front of the front building line of said Lot or on the exposed side of a residence on a corner Lot. No satellite dish antenna of any size or type shall be installed on any Lot after the effective date of this Declaration unless shielded from public view.

Section 13. Sewage Disposal and Water Supply. No water well, cesspool, or other individual sewage system shall be constructed or used on any Lot.

Section 14. Easements. There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of NOTTINGHAM, SECTIONS ONE (1), TWO (2)

and THREE (3), across certain designated portions of various of the Lots therein upon, under and through which to construct and maintain water, telephone and electric light services and other public utilities, which easements shall be a burden and charge against such Lots in NOTTINGHAM, SECTIONS ONE (1), TWO (2) and THREE (3), by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

Section 15. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing by the Board of Directors as to compliance with these covenants, conditions and restrictions. A copy of the construction plans and specifications, and a plot plan, together with such other information as may be pertinent, shall be submitted to the Board of Directors prior to the commencement of construction. In the event the Board of Directors fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, this Section shall be deemed to have been fully complied with and no further approval shall be required.

Section 16. Lot Coverage. After the effective date of the Declaration, the total area of the footprints of the residential dwelling, garage, permitted accessory building, and any other improvement on a Lot which has a foundation, and any impermeable hardscape on the Lot, excluding driveways, sidewalks, swimming pools with proper drainage and Jacuzzi's with proper drainage shall not exceed sixty (60%) of the total area of the Lot. For purposes of this Section, the total area of a Lot shall be based upon the records of the Harris County Appraisal District. The permeable portion of the Lot must be covered with grass and living landscape. Yards covered in rock or stone are not permitted.

#### ARTICLE IV

##### Nottingham Maintenance Fund, Inc.

Section 1. Non-Profit Corporation. Nottingham Maintenance Fund, Inc., also known as Nottingham Civic Association, is an existing non-profit corporation which was organized under the laws of the State of Texas.

Section 2. By-laws. The Association may make whatever rules or By-laws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 3. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours and upon reasonable notice.

Section 4. Membership and Voting. Every Owner of a Lot shall be a member of the Association. When more than one (1) person owns an interest in a Lot, all such persons shall be members. The vote for a Lot shall be exercised as the Owners may determine, but in no event

shall more than one (1) vote be cast with respect to any Lot and fractional votes are not permitted. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

## ARTICLE V

### Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot by acceptance of a deed therefore agrees to pay to the Association assessments to be established and collected as hereinafter provided. The assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successor in title unless expressly assumed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any public areas. The purposes for which such assessments may be used by the Association shall include, but not be limited to, lighting; the maintenance of esplanades and other public areas; the payment of expenses incurred in connection with the enforcement of all recorded charges and assessments; the payment of expenses in connection with the collection and disposal of garbage; the payment of expenses in connection with the collection and administration of the maintenance charge and assessments; the employment of policemen and/or security personnel; the maintenance of vacant Lots; and doing other things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Properties in the subdivision neat and in good order, or which are considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of Assessment. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgment of the Board of Directors, require: provided in that such assessment shall be uniform and in no event shall such assessment or charge exceed \$300.00 per Lot per year, unless such maximum annual assessment shall be increased as provided in Section 4. The Association may levy and collect special assessments in addition to the annual assessments if approved by the vote of at least two-thirds (2/3) of the Lot Owners present in person or by proxy at a meeting duly called for such purpose. For purposes of this section, the presence in person or by proxy of persons representing fifty (50%) percent of the Lots shall constitute a quorum.



Section 4. Maximum Annual Assessment.

A. The maximum annual assessment for each Lot shall be \$1000.00 and may not be increased except upon the vote of two-thirds (2/3) of the Lot Owners present in person or by proxy at a meeting duly called for this purpose OR as outlined in paragraph B below. For purposes of this section, the presence in person or by proxy of one-third (1/3) of the Lot Owners shall constitute a quorum. Written notice of the annual assessment shall be mailed or delivered to each Lot Owner at least thirty (30) days in advance of the annual assessment which shall begin on the first day of January of each year.

B. Notwithstanding the requirements of paragraph A above, each year the Board of Directors may increase the maximum annual assessment by no more than 3% of the total annual assessment from the previous year, if and only if such increase is also approved by two-thirds (2/3) of the Lot Owners present or by proxy at the annual meeting held in February of each year. For purposes of this paragraph only, there is no quorum requirement for the vote held at the annual meeting.

C. The maximum annual assessment for all Lot Owners who are age 65 or older as of January 1, 2012-December 31, 2012 is \$1000 and cannot be increased beyond \$1000 under paragraph B above. The maximum annual assessment for all Lot Owners who turn age 65 or older after December 31, 2012 shall be capped at the maximum annual assessment applicable during the year in which the Lot Owner turns 65 and cannot be increased after that year under paragraph B above.

Section 5. Commencement of Annual Assessments. The annual assessments shall not commence until July 1, 1989, and the annual assessment applicable to all Lots in 1989 shall be prorated from July 1, 1989. Such prorated assessment shall be due on July 1, 1989, and shall become delinquent on July 31, 1989. Thereafter, each annual assessment shall be due in four (4) equal quarterly installments on January 1, April 1, July 1, and October 1 of the applicable assessment year, unless otherwise specified by the Board of Directors of the Association. Any assessment or portion thereof which is not paid within thirty (30) days of its due date shall become delinquent.

Section 6. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from such date at the rate of six percent (6%) per annum. After written notice to the Owner by the Association, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

Section 7. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund and all assessments established hereby there is reserved in each Deed (whether specifically stated therein or not) an Assessment Lien for the benefit of the Association, to be enforceable through appropriate proceedings at law. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, extinguish the lien of such assessments or the

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the effective date of these covenants after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of a majority of the Lots is recorded agreeing to change or terminate said covenants in whole or in part. These covenants may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Deed Records of Harris County, Texas.

Section 2. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by the Association or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. The invalidity, abandonment or waiver of any one (1) of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

Section 4. Effective Date. These covenants, conditions and restrictions became effective upon recording or upon January 1, 2013, whichever is earlier.

## ARTICLE VII

Deed Restriction Enforcement Committee. There is hereby established Deed Restriction Enforcement Committee consisting of not less than three (3) Owners of Lots in NOTTINGHAM SECTIONS ONE (1), TWO (2) or THREE (3) 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 Deed Restriction Enforcement 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 Deed Restriction Enforcement Committee, or in the event a member of the Deed Restriction Enforcement Committee shall cease to be the Owner of a Lot in NOTTINGHAM SECTIONS ONE (1), TWO (2) or THREE (3), then the Board of Trustees shall appoint a successor member to the Deed Restriction Enforcement 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 NOTTINGHAM SECTIONS ONE (1), TWO (2) or THREE

(3). Nothing herein contained shall prohibit any member of the Deed Restriction Enforcement 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 Nottingham Maintenance Fund, Inc. Each member of the Deed Restriction Enforcement Committee shall be an Owner of a Lot as that term is used herein, and only one member of the Board of Trustees may serve as a member of the Deed Restriction Enforcement Committee while serving as a member of the Board of Trustees. The remaining two members of the Deed Restriction Enforcement Committee shall be non-members of the Board of Trustees. To assist the Deed Restriction Enforcement Committee in conducting its work, the Board of Trustees will adopt standards and guidelines and may, from time to time, amend such standards and guidelines, which must be filed of record in the Official Public Records of Real Property of Harris County, Texas. Such Guidelines as may be amended by the Board of Trustees shall have the same force and effect as if stated in this Declaration.

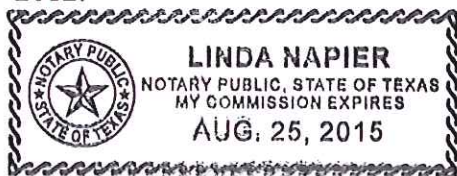
EXECUTED on the date or dates set opposite each name.

Murphy Klasing  
Murphy Klasing, Secretary of Nottingham Maintenance Fund, Inc.

Date: November 16, 2012

lor

SUBSCRIBED BEFORE ME, the undersigned authority, on this <sup>16<sup>th</sup></sup> 14<sup>th</sup> day of November, 2012.



Linda Napier  
Notary Public in and for the State of Texas

RETURN TO:  
Murphy S. Klasing  
711 Louisiana, Suite 1900  
Houston, Texas 77002

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

NOV 16 2012



Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2012 NOV 16 PM 3:32

FILED

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded