

AMENDMENT AND RESTATEMENT
OF DEED RESTRICTIONS OF
YORKSHIRE SUBDIVISION

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

WE THE UNDERSIGNED, being the owners of not less than a majority of the lots within each of the following described sections or partially replated sections of the Yorkshire Subdivision of the City of Houston:

(i) Section I according to the Plat thereof recorded in Volume 91, Page 16 of the Map Records of Harris County, Texas;

(ii) Section II according to the Plat thereof recorded in Volume 95, Page 52 of the Map Records of Harris County, Texas; as said Section II has been replated according to Partial Replat thereof recorded in Volume 128, Page 38 of the Map Records of Harris County, Texas; and as said Section II has been replated according to Partial Replat thereof recorded in Volume 140, Page 38 of the Map Records of Harris County, Texas,

do hereby alter, modify and restate the Deed Restrictions presently in force so as to hereafter read as follows and adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the

use, occupancy, and conveyance of all lots in the Yorkshire Subdivision as hereinafter described and each contract or deed heretofore or hereafter executed with regard to any of the lots in said Yorkshire Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants and easements as if set out in full therein:

RESTRICTIONS

1. DEFINITIONS

As used herein, the following terms shall have the definitions given below. Other definitions appear throughout these Deed Restrictions.

(A) The term "Association" shall mean the non-profit Texas corporation bearing the name Yorkshire Civic Association, Inc. Charter for which was issued by the Secretary of State of Texas bearing No. 296094 and any successor entity thereto.

(B) The term "attached garage" shall mean and refer to an enclosed garage, which is part of the single family residence that it serves, and which shares at least part of one wall with such residence.

(C) The term "detached garage" shall mean and refer to an enclosed garage which is not part of the single family residence that it serves, and is connected to such residence, if at all, by no more than a covered walkway or breezeway.

(D) The term "improvement" or "improvements" shall mean any and all structures, construction and excavation, of every kind and character, on any of the residential lots in Yorkshire, whether above or below grade, including, but not limited to, single family residences, garages, other buildings, temporary structures, utility installations, walkways, driveways, decks, patios, swimming pools, drains, porte cocheres, fences, antenna extending more than five feet above the highest point of the roof line of the residence, satellite dishes and the like, window air conditioners, statuary, birdbaths and any additions, alterations and replacements thereto.

(E) The term "lot" shall mean a lot as shown on the Plats described in subparagraphs (i) and (ii) above; provided, however, that where a single residence occupies more than one lot or portions of more than one lot, the term "lot" as used herein shall refer collectively to all of such property.

(F) The term "owner" shall mean the owner of record of a lot in Yorkshire.

(G) The term "porte cochere" shall mean and refer to an open-sided roofed structure for the loading and unloading of vehicles, or the storage of vehicles, which is open at both ends so that vehicles can drive through.

(H) The term "Yorkshire" as used in this instrument shall mean the entire Yorkshire Subdivision, a subdivision of

the City of Houston, Texas as described in subparagraphs (i) and (ii) above.

2. MANAGEMENT AND OPERATION OF SUBDIVISION

(a) Management by the Association. The affairs of Yorkshire shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, construction, maintenance, repair, replacement, administration, insuring and operation of Yorkshire as herein provided for and as provided for in the Bylaws as shall be adopted by the Association from time to time ("Bylaws"). The business and affairs of the Association shall be managed by its Board of Trustees ("Board"), all of whom shall be owners of lots in Yorkshire at all times while serving in such capacity.

The Board may engage any entity to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of Yorkshire. Without limiting the generality of the foregoing, the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning Yorkshire as the Board deems reasonably necessary or appropriate to maintain and operate Yorkshire as a viable single family residential development, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of

maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

(b) Membership in the Association. Each owner shall be a member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of record ownership of a lot, howsoever achieved, the new owner thereof shall, concurrently with such transfer, become a member in the Association.

(c) Voting of Members. There shall be one vote in the Association for each lot. The total number of votes in the Association shall be the sum of the votes that correspond to the aggregate number of lots. In the event that ownership interests in a lot are owned by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each lot. Such owners shall appoint one of them as the member who shall be entitled to exercise the vote of that lot at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a lot is owned by more than one member of the Association and no

single member is designated to vote on behalf of the members having an ownership interest in such lot, then none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy.

(d) Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

3. LAND, USE AND BUILDING TYPE

No lot shall be used for any purpose except for single family residential purposes. The term "residential purposes" as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and permitted accessory structures; provided, however, that bona fide servants' quarters may be attached to either house or garage, such quarters to contain no more than

15% of the square feet in the principal building, any servants' quarters attached to main residence must be in rear of same.

4. ARCHITECTURAL CONTROL

No building or other improvements shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality or workmanship and materials, harmony of external designs with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be comprised as follows:

(i) the party who is, at any given time, the then current incumbent Vice President of the Association; and

(ii) any two then currently incumbent members of the Board of the Association who shall have been appointed to serve during their terms of office as members of the Architectural Control Committee for Yorkshire.

It is our intent that each year as a Vice President of the Association is elected or re-elected to serve as such, that said newly elected or re-elected Vice President shall become a member of said Architectural Control Committee upon taking office as such Vice President, and as each new or re-elected

Board comes into office that the then President of the Association shall appoint two persons from said Board to serve as members of the Architectural Control Committee until their successors, as such officer or Board member take office, after which the successor Architectural Control Committee shall similarly come into being. Neither the members of the Architectural Control Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee's approval or disapproval as required herein shall be in writing. If the Architectural Control Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. No house shall be permitted on a lot or portion of any lot consisting of less than ten thousand (10,000) square feet.

5. DWELLING SIZE AND CONSTRUCTION

The ground floor livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters shall not be less than twenty four hundred (2400) square feet for a one story residential structure and eighteen hundred (1800) square

feet for a one and one-half or two story nor less than twenty eight hundred (2800) square feet for both floors of a two story residential structure.

6. BUILDING LOCATION

No building shall be located nearer to the front lot line or nearer to the side lot line than the building set-back lines shown on the recorded plat. In any event, no building shall be placed on any residential building lot nearer than thirty (30) feet to the front lot line or nearer than ten (10) feet from any side lot line, except a detached garage or other out-building located sixty five (65) feet from the front lot line, except however, the Architectural Control Committee shall be authorized to permit variation of the 10 foot side line requirements, in their sole discretion. If a garage is attached to a house and the front of the garage is sixty five (65) feet from front lot line, then the garage may be placed five (5) feet off the side lot line. If the front of a garage is closer to the front lot line than sixty five (65) feet, then the garage must be placed at least ten (10) feet off the side lot line and open to the rear. Where the garage is a part of the house proper and opens toward a side lot line of the house and is hidden behind a masonry wall with a swinging or sliding gate, then the garage may be closer to the front lot line than sixty five (65) feet if approved by the Architectural Control Committee. A detached garage sixty five (65) feet from the

front lot line may be placed three (3) feet off the side lot line. A porte cochere on the driveway side may be five (5) feet off the side lot line provided the garage (whether attached or detached) is at least sixty five (65) feet back from the front lot line. Houses on all corner lots that are adjacent to another lot shall be kept at least ten (10) feet off the adjacent lot's line. All improvements shall be constructed to front on the street on which the lot has the smallest frontage unless prior approval is given by the Architectural Control Committee. No fence or hedge shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines as shown on the recorded plat.

7. LOT AREA AND WIDTH

No lot shall be altered without written consent of the Architectural Control Committee.

8. NUISANCES

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and adjoining neighbors.

9. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either

temporarily or permanently. No tree house or play house for children may be placed or built on any lot without the consent or approval of the Architectural Control Committee. Likewise, no alteration or removal of any part of the brick fence along Memorial Drive or other wall or fence now or in the future existing along the exterior of Yorkshire will be permitted without prior written approval by the Architectural Control Committee.

10. RESTRICTIONS ON SIGNS

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

11. OIL AND MINING OPERATIONS

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 any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. LIVESTOCK, POULTRY AND PETS

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot; two (2) dogs, cats or other household pets may be kept, but positively not bred or raised and shall not be permitted to run loose in Yorkshire.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and 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 sanitary condition.

14. LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

15. SEWAGE DISPOSAL AND WATER SUPPLY

No water well, cesspool or other individual sewage system shall be constructed or used on any lot, but each lot owner must use the water and sewer services provided by municipal or other governmental authorities.

16. CUTTING WEEDS AND DRAINAGE

Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a

minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for property drainage.

17. TERM

These covenants and restrictions are to run with the land and shall be binding on all lot owners in Yorkshire, and all persons claiming under them until altered, modified or rescinded by an instrument signed by a majority of the then owners of the lots and filed for record in Harris County, Texas.

18. MAINTENANCE FUND

(a) Annual Maintenance Charge. Each lot shall be subject to an annual maintenance charge ("Annual Maintenance Charge") of not more than five mils per square foot of lot area for the purpose of creating a fund to be known as the Yorkshire Maintenance Fund which shall be administered by the Association and which maintenance charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such Annual Maintenance Charge shall be paid annually in advance prior to the first day of January of each year, commencing with the date of conveyance of such lot by the builder. The Yorkshire Maintenance Fund shall be applied insofar as it may be sufficient toward the payment for maintenance or installation of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of the Board to maintain or improve the property, or

which it considers to be of general benefit to the owners or occupants of Yorkshire. The decision regarding any expenditure of the Yorkshire Maintenance Fund shall be final so long as such decision is made in good faith. An annual financial statement of the Association shall be made available to each lot owner. The Annual Maintenance Charge is to be paid to the Association at the address as designated from time to time by the Association, or its assigns.

(b) Supplemental Maintenance Charge. The owner of each lot shall be subject to an additional annual maintenance charge (the "Supplemental Maintenance Charge") in addition to the Annual Maintenance Charge provided in Paragraph 16(a) to augment the Yorkshire Maintenance Fund therein provided. The Supplemental Maintenance Charge shall be paid by the owner of each lot at the same time and in the same manner as payment of the Annual Maintenance Charge beginning with the year 1989. The Supplemental Maintenance Charge shall be determined and set for each year by a majority vote of the Board at a meeting held for that purpose (and other purposes if the Board shall so elect) during each preceding year. The aggregate Annual and Supplemental Maintenance Charges for any year after 1989, however, shall not exceed 110% of the aggregate of the Annual and Supplemental Maintenance Charges for the preceding year, unless, at an annual or special meeting of the Association called for such purpose, a greater increase is approved by the owners in accordance with the voting procedures set forth in

the Bylaws of the Association. For the year 1989, the Annual and Supplemental Maintenance Charges shall not exceed 110% of those charged in 1988.

(c) Special Assessments for Capital Improvements. In addition to the Annual and Supplemental Maintenance Charges authorized above, the Association may levy in any year a special assessment payable over one or more years as determined by the Association, for purposes of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement in or adjacent to Yorkshire, including necessary fixtures and personal property related thereto, *provided, however,* that any such assessment shall be approved by two-thirds of all then owners of the lots comprising Yorkshire, such owners voting in person or by proxy at an annual or special meeting of the Association duly called for this purpose, pursuant to written notice. Any special assessment so authorized and approved shall be paid to the Association at the address as designated from time to time by the Association, or its assigns.

(d) Liens.

(i) Grant of Lien. As security for the payment of the Annual and Supplemental Maintenance Charges and other charges and assessments provided for in this Section 16, each owner of a lot in Yorkshire, by such party's acceptance of a deed thereto, hereby grants the Association a contractual lien on such lot which

may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed of record in the Real Property Records of Harris County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the United States Postal Service,

postage pre-paid, registered or certified, return receipt requested, properly addressed to such owner at the last known address of such owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default together with any interest thereon; and, third, the remaining balance shall be paid to such owner. Following any such foreclosure, each occupant of any such lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any owner of any Annual or Supplemental Maintenance Charge or other charge or assessment levied hereunder, the Association

may, in addition to foreclosing the lien, hereby retained, and exercising the remedies provided herein, upon ten (10) days' prior written notice thereof to such nonpaying owner, exercise all other rights and remedies available at law or in equity.

It is the intent of these provisions to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

(ii) Notice of Lien. In addition to the right of the Association to enforce the Annual and Supplemental Maintenance Charges and the other charges and assessments levied hereunder, the Association may file a claim or lien against the lot of the delinquent owner by recording a notice ("Notice of Lien") in the Real Property Records of Harris County, Texas setting forth (a) the amount of the claim of delinquency, (b)

the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the lot against which the lien is claimed and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the owner of a reasonable fee as fixed by the Board to cover the preparation and recordation of such release of lien instrument.

(e) Late Payment Charge. If the Annual Maintenance Charge, the Supplemental Maintenance Charge or the other charges or assessments (collectively the "Charges") or any of them are not paid by the date due, a late payment charge shall be assessed against the delinquent owner which late payment charge shall be calculated as a percentage of the amount past due as though it were an interest charge, calculated from the

thirtieth day from and after the time such amount is due and payable at a rate (the "Past Due Rate") determined by the Board, not to exceed the maximum rate allowed by law. The Past Due Rate shall be established and/or reestablished by the Board from time to time and shall be recorded in the Board minutes in the usual manner. If for any reason the Past Due Rate established by the Board is deemed to exceed the maximum allowed by law, such rate shall automatically and without further action or notice be reestablished retroactively at the maximum rate or rates allowed by law.

19. RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust, outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

20. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns and equally for the benefit of any subsequent owner of a lot or lots in Yorkshire and their heirs, executors, administrators and

assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land enforceable at law or in equity, by any one or more of said parties.

21. SEVERABILITY

The invalidity, abandonment or waiver of any one 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.

22. EASEMENTS

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Yorkshire 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 said easements shall be a burden and charge against such lots in Yorkshire, 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.

23. RESERVATIONS

The following reservations and easements shall be considered a part of and be construed as being adopted in each

and every contract, deed or other conveyance of the various lots in Yorkshire.

(a) The Association, its successors and assigns, shall have the right to construct, erect and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plats of Yorkshire, wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to areas beyond said subdivision connection privileges on said drainage, sewage, or water systems), gas, light and power, telephone and telegraph service and other utilities to the subdivision, and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

(b) It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power or telegraph or telephone

lines, poles or conduits or any other utility or appurtenances thereto constructed by owners or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved in owners.

24. LIMITATION OF LIABILITY

Neither the Association, its Board, 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 Amended and Restated Deed Restrictions by reason of a 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 or specifications. Every person required to submit or submitting plans or specifications to the Architectural Control Committee for approval agrees by such submissions, and every owner agrees, that no action or suit against the Association, the Board, the Architectural Control Committee or any of the members thereof may be brought to recover any damage or for any claim arising out of such person's or organization's action or inaction in said capacities.

25. EXISTING NON-CONFORMING USES AND IMPROVEMENTS

(a) These Amended and Restated Deed Restrictions are intended to replace completely the original restrictions applicable to Yorkshire.

(b) Non-conforming improvements or uses in existence at the time of the filing of these Amended and Restated Deed Restrictions in the Office of the County Clerk of Harris County, Texas, shall be permitted to continue. Such non-complying improvements or uses shall not, however, constitute a waiver of these Amended and Restated Deed Restrictions with respect to any residential lot or other property on which such non-conforming improvements or uses exist.

(c) In the event any replacement, alteration, reconstruction, remodeling or rebuilding of any non-conforming improvement is undertaken after the recording hereof, such replacement, alteration, reconstruction, remodeling or rebuilding shall comply completely with the terms of these Amended and Restated Deed Restrictions; provided, however, that any non-conforming improvement, which is destroyed or damaged by fire, storm or other act of God may be rebuilt with the same design and materials existing immediately before such destruction or damage.

(d) Except as and to the extent otherwise permitted in Paragraph 25(c) above, if any non-conforming use should

cease at any time after the recording hereof, the non-conforming use of such residential lot or other property shall thereafter be prohibited under the terms hereof.

(e) Notwithstanding the permitted continuation of certain non-conforming improvements as and to the extent specified above in this Section 25, the terms and provisions of these Amended and Restated Deed Restrictions shall remain in full force and effect throughout their term, and the existence of such non-conforming improvements shall not have the effect of, or be otherwise deemed to, modify, terminate or invalidate such terms and provisions which shall be fully enforceable with respect to all improvements subsequent to the filing hereof, including the replacement, alteration, reconstruction, remodeling or rebuilding (except as otherwise specifically permitted) of said non-conforming improvements.

26. OWNERS

The undersigned are all owners of residential lots in Yorkshire. By their signature hereon, the undersigned represent that they own the residential lot the street address of which appears next to their name and that they are executing these Amended and Restated Deed Restrictions in consideration of the mutual benefits to be derived by their property and the other property in Yorkshire.

27. MULTIPLE COUNTERPARTS

These Amended and Restated Deed Restrictions may be executed in multiple counterparts. It shall not be required

that all owners sign the same counterpart. Each owner agrees to be bound hereby upon the date of the acknowledgment of their respective signature hereon, without regard to the existence or number of other owners' signatures hereon. After all such counterparts have been executed, the undersigned each authorize the Board to remove all pages containing signatures from the various counterparts and attach such signature pages to one complete copy of these Amended and Restated Deed Restrictions for purposes of recording the same in the Official Public Records of Real Property of Harris County, Texas.