

**YORKSHIRE CIVIC ASSOCIATION
SECOND AMENDED GUIDELINES CLARIFYING CERTAIN DEED
RESTRICTIONS**

WHEREAS, Yorkshire Civic Association, (hereinafter the "Association") is the governing entity for Yorkshire Section I and Yorkshire Section II, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, in Volume 91, Page 16 and in Volume 95, Page 52 respectively; and Section II being partially replatted in Volume 128, Page 38 and in Volume 140, Page 38 (the "Subdivision"); and

WHEREAS, the restrictions vest the architectural control authority in the Association; and

WHEREAS, pursuant to Texas Property Code 202.004, Association is authorized to exercise discretionary authority when interpreting and enforcing deed restrictions; and pursuant to Texas Property Code 204.010, the board of directors of the Association may implement written architectural control guidelines and may regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; and

WHEREAS the Association had previously filed clarification guidelines and desires to amend those guidelines providing further guidance as to the Association's interpretation of various deed restrictions and to the extent applicable, create rules related to such restrictions;

NOW THEREFORE, in accordance with the foregoing and as evidenced by the certification hereto, the board of directors for the Yorkshire Civic Association, hereby adopts the following Guidelines Clarifying Certain Deed Restrictions as follows:

EXTRACT OF SELECTED YORKSHIRE DEED RESTRICTIONS

Text in regular font indicates word for word provision from the Yorkshire Deed Restrictions; *Italicized font indicates guidelines and procedural rules promulgated by the Yorkshire Civic Association*

1. DEFINITIONS

Garage Identified:

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.

Translation / guideline: ACC interpretation of a “breezeway” is that it connects two independent structures, home and garage, that, without the breezeway, would be “stand alone” structures. There are to be no vertical walls in the breezeway other than fencing walls as used for outdoor perimeter fences.

Improvements Identified:

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,

Translation / guideline: Just about any exterior modification, change or addition is considered an “improvement” – whether or not visible from the street. This would include but not be limited to play equipment and the like in the front yard that remains in place when not being used.

Building type Identified

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.

Translation / guideline:

Garages: Due to the extended discussion of garages, it is apparent that all Yorkshire homes should have one. The only permitted lot construction is for” a single-family residence and a private garage”. All original residences contained garages.

“residential purposes”: In addition to the structure type mentioned above, the prohibited use of homes for “commercial and professional purposes” would be evidenced by:

- ***Storing or parking any type of commercial vehicle in the driveway or street***

- *Commercial signage of any type, to include signage on a vehicle owned by or affiliated with a Yorkshire resident*
- *Advertisements or other forms of communication directing potential clients to a Yorkshire residence*

ACC authority established

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.

Translation / guideline: ACC approval is required for just about anything, including demolition, which is an alteration.

Note also the broad authority given the ACC by virtue of "harmony of external designs with existing structures". This is subjective but the approval rests with the ACC.

All submitted architectural plans must contain the following statement:

All improvements to be constructed in accordance with these plans will comply with the Deed Restrictions in effect as of the date of plan approval. Without limiting the generality of the preceding sentence, no portion of any building will be within the building setback lines established in the Deed Restrictions, which require a three (3), five (5) ten (10) or thirty (30) foot setback under specified circumstances. The term "building" includes all improvements associated with a building including eaves, gutters, HVAC equipment and other accoutrements or accessories. After the plans are approved, the responsibility for checking compliance during the building phase is that of the homeowner. The ACC may inspect the construction site at any point during construction to ensure compliance and if non-compliance is evident, the homeowner will be required to remediate the non-compliance prior to proceeding with construction.

ACC Approval

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.

Translation / guideline: ACC approval is required in writing for just about anything. Should the ACC fail to respond within 30 days by providing approval or disapproval in writing, approval is considered granted.

Note that the ACC or Association has the authority to sue to halt construction should such commence without approval

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.

Translation / guideline: These are very specific and detailed guidelines on home layout and garage location. The ACC interpretation is that all "setbacks", "lot lines" and / or "easements" and the like are "aerial" in that no part of the structure, to include AC units, eaves, gutters and the like, will be within said "setbacks", "lot lines" and / or "easements".

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.

Translation / guideline: This provision ensures that no members of the Association will cause, allow, or create any activity that interferes with any other homeowner's quiet enjoyment of their real property.

For general guidance to all neighbors, the ACC would look at the situation as follows:

- ***If all neighbors followed the same behavioral path, would the neighborhood be negatively affected? Some examples:***
 - ***Storing or parking any type of commercial vehicle in the driveway or street***
 - ***Excessive and continuous outside noise, to include dog(s) barking***
 - ***Using the public street as if it were part of the residence, to include parking personal vehicles on the street rather than in the garage or driveway***
 - ***Exhibition or display in front of the home of any item(s) that are unconventional and / or not readily available in a commercial establishment that supplies permanent outdoor furniture, plants, decorations and the like***

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.

Translation / guideline: No signs for re-modeling contractors, landscapers, etc. The sole exception, by overriding law, is for political signs, which are permitted for 90 days prior to the relevant election and until 10 days after the relevant election. The HOA retains the right to restrict the limit of signs to one per issue or candidate, require it to be ground mounted or any other applicable enforcement under the Section 259.002(c)&(d) under the Election Code. The Association must allow any sign that is in compliance with Section 202.018 of the Texas Property Code. However, the Association retains the right to remove any sign that threatens the public health or safety, violates the law, contains any language or displays something that is patently offensive, or is installed on property owned by the Association or by the City.

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.

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- 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 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. 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.

Translation / guideline: One can't use an existing non-conformance to justify another non-conformance. Also, existing non-conformance is required to be corrected in the event of an alteration.

Overarching guidelines for all owners of lots in Yorkshire

1. The Yorkshire subdivision consists of a variety of homes all built in what would be considered a "traditional" style. It is the desire of the residents to maintain this context.
2. Although the practice of "scraping" a home or performing structural renovations is not prohibited, such homes must conform to the existing tenor of the subdivision. In particular, *new or structurally remodeled homes* should:
 - a. Conform to all Yorkshire Deed Restrictions and Guidelines established herein
 - b. Be of a height that conforms to the neighboring homes
 - c. Be of a style that conforms to the neighborhood. In other words, a new home should not "stand out".
 - d. Should not have more than three visible exterior products in its construction (brick, stucco, siding, stone)
 - e. Should not place windows directly across from the windows of pre-existing homes
 - f. The builders should replace any screening trees and or foliage along adjoining fence lines that are removed or damaged by construction to insure the continued privacy of pre-existing homes
3. All construction sites requiring the presence of a "Port-A-Potty" shall have same hidden behind a cedarwood or similar screening enclosure.
4. All new plans will be reviewed with neighboring or adjoining lot owners for their input prior to submitting to ACC approval.
5. **Check list of items required in order to proceed with ACC plan approval:**
 - a. Confirmation that adjoining neighbors are aware of the nature of the planned construction or remodel
 - b. Detailed and complete architectural plans to include:
 - i. Drainage plan per City code
 - ii. Landscape plan that addresses existing trees and replacement trees, per section 33-110 of Code of City Ordinances (Chapter 33, Article 5)

CERTIFICATION

"I, the undersigned, being a Director of the Yorkshire Civic Association, hereby certify that the foregoing Guidelines Clarifying Certain Deed Restrictions were approved by at least a majority of the Association Board of Directors at a duly held meeting at which a quorum of directors was present."

By: _____

President of Yorkshire Civic Association

Print Name: _____

Genie S. Panaccione

STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on the day personally appeared Genie S. Runcione, President of the Yorkshire Civic Association, and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his/her representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 13 day of March, 2019.



Latiesha R. Adamson
Notary Public, State of Texas

RP-2023-89275

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e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$46.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS