

NORHILL ADDITION DEED RESTRICTIONS

187-83-2046

Realtor

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

That whereas, each and every one of the undersigned parties hereto owns one or more lots or portions of lots in what is known as NORHILL ADDITION to the City of Houston in the John Austin Two-League Grant in Harris County, Texas, save and except 1/16 of all oil, gas and other minerals in and under such property, which addition is described and delineated by map recorded in Volume 6, Page 3 of the Map Records of Harris County, Texas, to which instrument and its record reference is herenow made for all purposes;

John P.

WHEREAS, all of the property in said blocks is restricted according to certain restrictions set out in the Deed Records of Harris County, Texas, and which restrictions expire July 1st, 1981, unless renewed in the manner set out, and;

WHEREAS, the undersigned have agreed to a renewal and extension of said restrictions for a term of 20 years, after which time said covenants shall be automatically extended for successive periods of 10 years. These covenants and restrictions may be amended by a document signed by 75 per cent of the lot owners.

NOW THEREFORE, we and each of us, being the undersigned, each contracting for himself, herself, or ourselves for a valuable consideration and for the benefits accruing, or to accrue, to the property owned by each of us, do hereby agree that the lots and blocks in Norhill Addition as have been enumerated in Volume 6, Page 3 of the map records of Harris County, Texas, shall from and after July 1st, 1981, be subject to the following restrictions, covenants and conditions which it is agreed shall be and are hereby deemed to covenants running with the land, to-wit:

- (a) Said property shall be used for residence purposes only, and only one residence shall be constructed or permitted upon each lot, except Lots, 1, 2, 3, in Block 1; Lots 24, 25, 26, in Blocks 4; Lots 1, 2, 3, in Block

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST APR 21 1997
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Guillermo T. Lopez
GUILLERMO T. LOPEZ Deputy

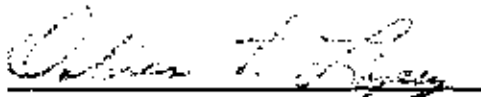
18, Lots 10, 11, 12 in Block 24; which may be used for business or commercial purposes.

- (b) All improvements must face in the direction of the lot and must not be constructed nearer than twenty feet to the front property line, provided that the gallery in front of the main door of any building thereon may extend over said building line not to exceed eight (8) feet and if on a corner twenty feet of the side property line, except businesses or commercial lots, as referred to in paragraph (a) above.
- (c) Garages, servants' houses or other out-houses must not be constructed nearer than sixty feet to the front property line and when on a corner not nearer than twenty feet to the side property line except business or commercial lots, as referred to in paragraph (a) above.
- (d) Improvements placed on lot must cost not less than the selling price of the lot at the time improvements are to be made, except business or commercial lots, as referred to in paragraph (a) above, the cost of which shall be not less than twice the cost of the lot, and must be of neat and attractive design, with hip, ridge or gable roof, shingled or weather-board sides, stucco or brick veneer, wood painted with not less than two coats of paint.
- (e) Should the house and improvements on any of the lots covered by these restrictions be totally destroyed by fire, wind, rain or any other disaster, the replacement of the destroyed property should be equal or more to the replacement value of the destroyed property at the time said property is destroyed, according to the replacement value as determined by insurance policy insuring said destroyed property.
- (f) An easement of three feet in width is reserved on the back end of each lot for the placing of sewer pipes, telephone and light poles.
- (g) The said Varner Realty Company here reserves one-sixteenth of all oil, gas, and other minerals in and under the property herein conveyed.

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A CERTIFIED COPY
MAY 1 1997

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


ROGELIO T. LOPEZ, Deputy

- (h) The grantee accepts this conveyance subject to all of the foregoing restrictions and covenants, and it is agreed same shall be deemed covenants running with the land, and he, his heirs and assigns, shall forever observe and perform all of the several restrictions and conditions above; and if said grantee or any person claiming under him shall violate or attempt to violate, or shall omit to perform or observe any of the foregoing conditions or restrictions, it shall be lawful for any person owning land within said above Addition which is subject to the foregoing restrictions and conditions in respect to which default is made, and for the grantor herein to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted to be done.
- (i) Vegetation on each lot shall be mowed at regular intervals so as to maintain a neat and attractive appearance, and trees, shrubs, and vines, and plants which die, shall be promptly removed. Garbage and refuse containers may not be stored or left standing in front of the front building set back line.
- (j) No signs, advertisements, billboards, or advertising structures may be erected or maintained on any lot; except that a sign not exceeding 15 square feet in area may be erected on the premises advertising the premises for sale or for rent; and, signs of a temporary nature may be posted provided they are timely removed.
- (k) No trailer, trailer homes, truck, or boat shall be parked on any lot in front of a residence. Trailers, trailer houses, trucks or boats, may be parked in the driveway even with or behind the front building set back line. This shall not be construed to prohibit a mere temporary standing preparatory to taking same to some location outside the subdivision, but the habitual parking or standing of boats, trailer houses, trucks, or trailers within the area specified shall be a violation of these restrictions. The parking or standing of motor vehicles on any lot in front of any residence other than on the driveway is likewise prohibited.
- (l) All exterior maintenance, exterior remodeling, and all new construction shall be erected, placed, or altered on any building so as to conform with the harmony of external designs of existing structures in the neighborhood and as to the topography and finished ground elevation. A copy of the plans and specifications for exterior improvements when presented to the City of Houston shall also be forwarded to the Community Affairs Committee. All exterior

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 Harris County, Texas

COLORES T. LOPEZ Deputy

remodeling must be completed within nine months from the date building materials are placed on the lot, or a building permit is received, whichever occurs first.

- (m) There shall be constructed no new garage apartments after these deed restrictions are renewed; however, existing garage apartments may be remodeled.
- (n) All privacy fences shall be set back even with or behind the front house line and, if a corner lot, at least fifteen feet from the street.
- (o) The Community Affairs Committee of the existing local civic association shall monitor exterior remodeling, additions, or improvements, and shall use all legal means, whether public or private, to enforce the deed restrictions herein set out.
- (p) In the event that any of the restrictions listed in paragraphs (e) through (o) are held by a court of competent jurisdiction to be invalid or unenforceable, then said holding shall be construed narrowly, and the remaining restrictions and covenants shall remain in full force and effect.

FILED
 JUN 11 3 42 PM 1981
 Dora Redmon
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

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William H. Krause
 1030 Euclid
 Houston, Texas 77007

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Dolores T. Lopez
 DOLORIS T. LOPEZ Deputy