

DECLARATION OF RESTRICTIONS
FOR THE EAST NORHILL ADDITION

019-51-3557

STATE OF TEXAS ()
COUNTY OF HARRIS ()

THIS AGREEMENT is between property owners of lots in the East Norhill Addition of Harris County, Texas, a subdivision in the City of Houston, Texas.

The parties to this agreement intend to restrict the use of the lots described below pursuant to the provisions of Title 11 of the Texas Property Code, so that all of the lots will benefit from these restrictions as a result of the preservation of the value and the character of said lots.

In consideration of the mutual benefits, promises, covenants and agreements, the undersigned individuals owning lots in the East Norhill Addition of Harris County, Texas, subdivision, as covenanters and covenantees, on behalf of themselves and the1r successors in interest, agree to the following terms:

ARTICLE I DEFINITIONS

- 1. "Owner" or "Owners" shall mean each of the undersigned property owners, whether one or more persons or entities, of the title to any real property located in the East Norhill Addition, an addition to the City of Houston, Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 65 of the Map Records of Harris County, Texas (hereinafter referred to as the "East Norhill Addition"). "Owner" or "Owners" shall include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.
- 2. "Properties" shall mean all of the real property and improvements thereon described as Blocks 201 through 224, inclusive, of the East Norhill Addition.
- 3. "Lot" or "Lots" shall mean that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 6, Page 65, of the Map Records of Harris County, Texas.
- 4. "Residence" shall mean a single, enclosed dwelling unit containing facilities for living, sleeping, cooking and eating.

ARTICLE II RESTRICTIONS

- 1. All Properties shall be used for residential purposes only, only one Residence shall be constructed or permitted upon each Lot, and no space in any other structure on a Lot shall be let, leased or rented. Notwithstanding the foregoing, the following Lots *may* be used for residential, church, business or commercial purposes: Lots 1, 2 and 3, in Block 201; Lots 1, 2 and 3, in Block 203; Lots 6, 7 and 8 in Block 207; Lots 1, 2, 3 and 4, in Block 223; and, Lots 1, 2 and 3 in Block 224 (hereinafter referred to as the "Non- conforming Lots"); furthermore. Lots 1, 2, 3 and 4, Block 208, may be used for residential or church purposes.
- 2. Except as described above, no Lots shall be used for any type of business or commercial purpose, or for any industrial, manufacturing, warehousing or motor vehicle and equipment repair purposes whatsoever. Use of any of the Properties as a hotel or boarding house is expressly prohibited. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or a nuisance. No structure of a temporary character, trailer, mobile home, tent, shack, camper, garage or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 3. Only one Residence shall be constructed or permitted for every Lot subject to these restrictions. All improvements on each Lot must face in the direction of the Lot and must not be constructed nearer than fifteen (15) feet to the front property line (hereinafter referred to as the "Front Building Set Back Line"); provided that the gallery in front of the main door of any building thereon may extend over the Front Building Set Back Line not to exceed six (6) feet; and if a corner Lot, said improvements must not be nearer than ten (10) feet to the side property line, except for the Non-conforming Lots. No structures shall contain more than two (2) stories or floor levels, nor shall they be more than forty (40) feet high. No Lots shall be used for any type of corporate, business, commercial or industrial purposes, and any use of the Properties as a hotel or boarding house is expressly prohibited.

4. Detached garages, outbuildings, and other structures apart from a from a residence must not be constructed nearer than sixty (60) feet to the front property line of each Lot, and when a corner Lot, not nearer than twenty (20) feet to the side property line, except for the Non-conforming Lots.
5. No beer, wine, liquor or other alcoholic beverages shall be sold on any Lot.
6. If a Residence located on a Lot covered by these Restrictions is totally destroyed or rendered uninhabitable by fire, wind, rain or any other disaster, or is condemned by the City of Houston, then the owner or owners of the Lot shall either begin repair, rebuilding and/or restoration of improvements or clean the Lot of debris within nine (9) months of the date of such disaster or condemnation. This restriction is not intended to prevent the owner from rebuilding the premises.
7. No building material of any kind or character shall be stored on any Lot until the owner is ready to commence improvements; and then such materials shall be placed within the property lines of the Lot on which the improvements are to be completed, and shall not be placed in the streets, or between curbs and property lines.
8. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or as a dumping ground for rubbish or trash. No garbage or other waste shall be kept except in sanitary containers. Garbage and refuse containers may not be stored or left standing in front of the Front Building Set Back Line.
9. 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.
10. No signs, advertisements or billboards may be put up on any Lot except those (i) advertising the premises for sale or rent, and those signs will not be larger than six (6) square feet; (ii) plaques or markers or other types of designation erected or affixed on the property awarded by federal, state or municipal governments or a civic association; and (iii) signs of a temporary nature may be posted provided they are timely removed.
11. No trailers, trailer homes, trucks, or boats 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 East Norhill Addition, but the habitual parking or standing of a boat, trailer house, truck, or trailer 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.
12. All repairs, rebuilding, restoration, exterior maintenance, exterior remodeling, improvement, addition, alteration and/or new construction, including but not limited to streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, residences, outbuildings, and garages, shall be erected, placed, or altered on any Lot so as to conform with the harmony of external designs, topography and finished ground elevation of existing structures and improvements in the East Norhill Addition. A copy of any plans and specifications for proposed repairs, rebuilding, restoration, exterior remodeling, improvement, addition, alteration and/or new construction shall be forwarded to the Proctor Plaza Civic Club, Inc., and/or its successors or assigns, prior to the commencement of any repairs, rebuilding, restoration, exterior remodeling, improvement, addition, alteration and/or new construction for approval of the plans and specifications. The plans and specifications shall specify, in such form as the Proctor Plaza Civic Club, Inc., and/or its successors or assigns, may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location of the proposed changes to the existing appearance of a Lot. No repairs, rebuilding, restoration, exterior maintenance, exterior remodeling, improvement, addition, alteration and/or new construction shall commence until the plans and specifications have been approved, in writing, as to compliance with these restrictions, by the Proctor Plaza Civic Club, Inc. and/or its successors or assigns. In the event the Proctor Plaza Civic Club, Inc., and/or its successors or assigns, fails to indicate its approval or disapproval within thirty (30) days after the receipt of said plans and specifications, approval shall not be required and this restriction shall be deemed to have been fully satisfied. All repairs, rebuilding, restoration, remodeling, improvement, addition, alteration and/or new construction must be completed with due diligence and in any event within nine (9) months from the date building materials are placed on the Lot, or a building permit is received, whichever occurs first.

13. There shall be constructed no new garage apartments on any Lot after these restrictions are filed of record; however, existing garage apartments may be repaired.

14. All privacy fences and children's yard equipment shall be set back even with or behind the Front Building Set Back Line, and, if a corner Lot, at least fifteen (15) feet from any street.

15. Proctor Plaza Civic Club, Inc. and/or its successors or assigns shall monitor all repairs, rebuilding, restoration, exterior remodeling, exterior maintenance, improvement, addition, alteration and/or new construction, and shall use all legal means, whether public or private, to enforce the restrictions herein set out.

16. Improvements placed on Lot 9, Block 209; Lots 10 through 18, inclusive, in Block 210; Lot 18, Block 211; Lots 9 and 18, Block 212; Block 218; and Lot 9, Block 219, all of the East Norhill Addition, shall be stucco, brick or brick veneer except garages and outbuildings, which may be of shingle, box and batten, or weatherboard sides. All improvements on any Lot must be of a neat and attractive design, with hip, ridge or gable roofs, and with the wood painted with not less than two coats of paint.

17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two of each type animal is kept.

18. Persons subsequently acquiring title to any of the Properties accept title subject to these restrictions and covenants. These restrictions and covenants shall be deemed covenants running with the land, and those acquiring title, as well as their successors in title, shall be bound by these restrictions as long as they are in effect. If any person shall violate or attempt to violate any of these conditions or restrictions, any person owning property subject to these restrictions, and/or the Proctor Plaza Civic Club, Inc., and its successors or assigns, may take whatever legal action is necessary to enforce these restrictions. In any such legal action, the Proctor Plaza Civic Club, Inc., and/or its successors or assigns, may recover its reasonable attorneys fees and court costs.

19. If any of these restrictions are held to be invalid or unenforceable, then that holding shall be construed narrowly, and the remaining restrictions shall remain in full force and effect.

ARTICLE III

GENERAL PROVISIONS

1. Any owner of the Properties and/or the Proctor Plaza Civic Club, Inc., and their respective legal representatives, successors or assigns, shall have the right to enforce, by any legal means, all restrictions imposed by this agreement. Failure to enforce any restriction shall not waive the right to subsequently enforce the same, or other restrictions.

2. As provided in Title 11 of the Texas Property Code, the restrictions contained in this agreement shall not be binding unless seventy-five (75) percent of the Lot owners in the East Norhill Addition sign this instrument and this instrument is filed at the County Clerk's Office of Harris County, Texas by April 12, 1992. Should Title 11 of the Texas Property Code be amended by the Texas Legislature then this agreement shall be bound by any such amendments.

3. The restrictions in this agreement shall run with the lands restricted by it, and shall be enforceable by any owner of any Lot subject to this agreement, or by the Proctor Plaza Civic Club, Inc., and their respective legal representatives, and/or successors *and* assigns in title. Unless this agreement is amended or cancelled, it shall be effective for ten (10) years from the date it is filed in the County Clerk's Office of Harris County, Texas. At the end of the first ten (10) years, the restrictions in this agreement shall automatically be extended for successive periods of ten (10) years. This agreement may be amended or cancelled at any time by an instrument signed by not less than seventy-five (75) percent of the owners of the Lots. No amendment shall be effective until recorded in the County Clerk's Office of Harris County, Texas.

4. Any use or condition which does not comply with the restrictions set forth in this agreement, which was in existence prior to the adoption of this agreement, shall not be affected by the terms of this agreement. None of these restrictions shall be enforceable against any present owner whose non-conformance falls within the terms of this paragraph. However, the voluntary discontinuation of any non-conforming use by any owner shall operate to prevent the reestablishment of such use after it has been abandoned.

5. Any owner of the Properties who desires to challenge the procedures followed in extending, creating, adding to, or modifying the foregoing deed restrictions and who, therefore, do not sign the petition, must file suit under Section 201.010 of Title 11 of the Texas Property Code before the 181st day after the date on which a certificate of compliance, required by Section 201.008(e) of Title 11 of the Texas Property Code, is filed in the County Clerk's Office of Harris County, Texas.

6. Any owner of the Properties who do not sign the petition may delete their property from the operation of these deed restrictions by filing a statement described in the fourth listed category in Section 201.009(b) of Title 11 of the Texas Property Code before one year after the date on which the owner receives actual notice of the filing of this petition.

This instrument may be executed in multiple counterparts, all of which shall be considered part of the same instrument.

EXECUTED by the undersigned Owners on and as of the dates of the respective acknowledgements shown on the attached sheets, and effective for all purposes as of the dates of such respective acknowledgements as to the Lot or Lots owned by the undersigned Owners, respectively.