

A Summary of the Amended  
**DEED RESTICTIONS**

Dated June 4, 1984 from the Following Sources:

NHE Section 1 - File Recording # J536396 Pages (not including signatures) 084-82-1544/1552  
NHE Section 2 - File Recording # J536399 Pages (not including signatures) 084-82-1649/1657  
NHE Section 3 - File Recording # J536397 Pages (not including signatures) 084-82-1585/1593  
Lynwood Estates - File Recording # J536398 Pages (not including signatures) 084-82-1630/1638

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned being owners of the majority of lots of NORTH HILL ESTATES, a subdivision in Harris County, Texas, according to the plat thereof of record in Volume 87, Page 6 of the Map and Plat Records of Harris County, Texas, to which reference is hereby made for all purposes, hereby declare that all conveyances of said lots shall be subject to the following restrictions, covenants, easements, and conditions, which shall be, continue and remain in effect until January 1, 2000, at which time said covenants and restrictions shall be extended automatically thereafter for successive periods of twenty-five years, unless by vote of the then owners of a majority of the said lots it is agreed to change said covenants in whole or in part; and any change made in such restrictions before January 1, 2000, must also be by vote of the owners of a majority of said lots; any such vote shall be evidenced by a written declaration, signed and acknowledged by such owners of a majority of said lots and recorded in the Deed Records of Harris County, Texas.

These restrictions do not cover, relate to or in anywise affect Reserve "A", containing 43.754 acres, Reserve "B" containing 2.199 acres and/or Reserve "C", containing 1.624 acres, as shown on the plat of said North Hill Estates, which said Reserve "A", Reserve "B", and Reserve "C" are unrestricted and may be used for all lawful purposes. All references in this instrument to "lot", "lots", "tracts", or similar terminology are intended to mean said Lots One (1) through One Hundred Thirty-Four (134), inclusive, and not to said Reserve "A", Reserve "B", and Reserve "C".

**PART ONE**

1. All of said lots shall be used for residential purposes only.
2. Only one residence shall be erected on each lot, and no such residence shall be constructed on less than the equivalent of one full lot. No lot shall be subdivided.
3. Only one family shall occupy each residence.
4. The living area of the main residential structure, exclusive of the porches or garage, shall be not less than 1,800 square feet for a dwelling.

5. The use of any of said lots for commercial or industrial use of any kind, including, but not limited to, wholesale or retail business, service business, offices, hospitals, apartment houses, garage apartments, or any and all other business endeavors, is strictly prohibited.

6. No activity, whether for profit or not, shall be permitted on any lot which is not related to single-family residence purposes.

7. No noxious or offensive activity shall be carried on upon any of said lots nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other locally common domestic household pets. Any such domestic household pets may be kept for personal pleasure only, and shall not be kept, bred, or maintained for commercial purposes. No more than three adult animals, twelve months or older, shall be allowed in any one residence. All domestic household pets kept for personal pleasure only must be kept confined within a fenced enclosure or within the property owner's residence or other building, or on a leash not more than twenty-five feet in length. Any residence or member of his family engaged in short term agricultural projects for educational purposes must obtain prior written approval of the Deed Restrictions Committee before engaging in such project if said party shall keep or raise any animal, livestock, or poultry other than locally, domestic household pets as specified herein.

9. All lots shall be kept at all times in sanitary, healthful, attractive, and safe condition, and the owner or occupant of any lot or lots shall keep all weeds, grass and dead trees thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon, and shall not burn any garbage, trash, or rubbish. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Woodpiles shall be neatly maintained.

10. No part of any residential building shall be located on any of said lots nearer than twenty-five (25) feet to the front property line, or nearer than twenty (20) feet to any side street property line and not nearer than five (5) feet to any interior property line. No detached garage shall be erected nearer to the front property line of a lot than One Hundred (100) feet or nearer to any side street property line than twenty (20) feet, or nearer to any interior property line than five (5) feet.

The Architectural Committee at its sole discretion, is hereby permitted to approve deviations in building set back lines as herein above set out and building area and location in instances where, in its judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and, when given, will become a part of these restrictions.

11. Any owner of one or more adjoining lots may consolidate such lots into one single family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case, set back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated in the recorded plat.

12. There shall not be built on said consolidated lots any residence within less than 2,000 square feet of floor space, exclusive of garage or porches.

13. All residences shall have a minimum of 51 % masonry or brick construction and the frame portion on the exterior of any kind or character shall receive at least two coats of paint.

14. No radio or television aerial wires or antenna shall be maintained on any portion of any lot forward of the established front main structure building-line of said lot.

15. No building (including the original construction of any single-family dwelling), garage, shed, playhouse, swimming pool, or any such accessory structure or improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot, until approved in writing by the Architectural Committee. Application for such approval by the Architectural Committee shall be accompanied by plans and specifications, a contract with a reputable builder, or in the case of a property owner building his own house, a statement showing financial ability to complete the project in the period specified by the Architectural Committee.

No house plans will be considered or approved unless the plans show and include: At least a 2-car enclosed garage with a concrete driveway from the garage to the street; that garages are of the same architectural design and material as that of the house; and that the roofing material consists of one or more of the following: cedar shingles, aluminum shingles, Mexican tiles, or asphalt fiberglass shingles having a weight of 240 pounds or more, per square.

The approval by the Architectural Committee is to include a consideration of exterior design, the type of material to be used and the colors to be applied on the exterior of the structure and such approval by the said Architectural Committee is to include approval of such designs, materials, and colors; and such approval by the Architectural Committee is to be based upon the general requirements, stipulations and restrictions set out in this instrument. The Architectural Committee may in its discretion, further require the posting of a performance bond not to exceed the amount of \$5,000.00 to insure faithful performance of the building contract within the time limits set forth in Section 19 herein, and to insure the amount of liquidated damages for failure to complete the project on time, which is \$50.00 per day. Alternately, the Architectural Committee may require the deposit in escrow of an amount of money not to exceed \$5,000.00, to insure faithful and timely performance of the building contract, and \$50.00 per day of liquidated damages shall be forfeited from the Escrow Deposit in the event of failure to timely complete the project. Acts of God, extended labor strikes, and fire will not be the cause for forfeiture of any amount under any bond or escrow made pursuant to this section. The Architectural

Committee shall have the authority to extend the time by written instrument signed by the majority of the then persons of the Architectural Committee.

16. The Architectural Committee shall consist of five persons who are owners/residents of one of the following subdivisions: NORTH HILL ESTATES, NORTH HILL ESTATES SECTION II, NORTH HILL ESTATES SECTION III, AND LYNWOOD ESTATES. The members of the Architectural Committee shall be appointed for staggered two-year terms by the Directors of the NORTH HILL ESTATES CIVIC CLUB. In the event of a vacancy, the remaining members shall appoint a successor for the remainder of the term.

17. All improvements shall be constructed on the lot concerned so as to front the street on which such lot fronts. A dwelling on a lot shall have a presentable frontage on all streets bordering such lot. A corner lot shall be deemed to front on the street on which it has its smallest dimension. The Architectural Committee may approve deviations from the section, but no deviations shall be effective unless in writing and signed by majority of those persons who are then members of the Architectural Committee.

18. No structure of a temporary character, trailer, basement, tent, shack, garage, or recreational vehicles shall be used on any lot at any time as a residence. Temporary structures may be used as building offices and for other related purposes during the construction period provided prior approval has been granted by the Architectural Committee. Such structures shall be removed upon completion of construction on the applicable lot.

No boats, trailers, recreational vehicles, buses, inoperative vehicles of any kind, camp rigs off trucks or boat rigging or other similar items of conveyance shall be parked or stored permanently or semi-permanently on any public street, right-of-way, or on and/or beside driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view.

19. Any residential structure started on any of said lots must be completed within One Hundred Forty (140) working days from the first (1st) day of construction on the foundation of the house, or of the first (1st) day of construction of the foundation of the garage, whichever is first. Other accessory structures must be completed within 90 days. Liquidated damages for failure to timely complete pursuant to this paragraph are \$50.00 per day.

20. No cesspool shall be dug, used, or maintained on said lots and no outside toilet shall be permitted at any time.

21. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water and shall be a minimum of one and three-quarters (1-3/4) square feet (18" diameter pipe culvert). All drainage structures shall be kept free of all debris to permit free drainage.

22. No fence, wall, hedge, nor any pergola or any detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the

established main structure building line of said lot without the consent of the Architectural Committee herein before provided for.

23. No signs, billboards, posters or advertising devices of any character shall be erected on any of said lots. The right is reserved, however, for each property owner to maintain such signs as are customary in connection with the general sale of property in the subdivision.

24. It is agreed that all sales of said lots and dedication of streets in North Hill Estates shall be subject to easements over and across said lots as indicated on the plat of said subdivision hereinbefore referred to, as may be deemed appropriate or necessary for the purpose of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, and drainage ditches or structures and/or any equipment necessary for the performances of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access is to include the right, without liability on the part of any one or all of the owners or operators of such utilities to remove any or all obstructions on said easement, right of way, caused by trees, brush, shrubs, either on or overhanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid and shall extend only in the portions of said subdivision indicated on the plat thereof as reserved for easements.

25. With the exceptions set out herein, 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 oil wells, tanks, tunnels, mineral excavation shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or water shall be erected, maintained or permitted upon any lot. However, such activities may be permitted if 51% of the owners of the lots herein referred to shall agree by written instrument filed with the County Clerk of Harris County, Texas, consenting to such activities. The owner of each lot shall be entitled to one vote for the purpose of determining a majority.

26. Swimming pools will be fenced by a fence at least six feet (6') high.

## **PART TWO**

1. These covenants, conditions, and restrictions are to run with the land, and shall be binding upon each land owner and any of his successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands, and any part of same, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his, or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restricted covenants by reference to

this document, but whether or not such reference is made, each and all such restrictive covenants shall be valid and binding upon the respective grantees.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any said lots or by the North Hill Estates Civic Club and its agents.

3. Invalidation of one or more of these covenants by judgment or court order or otherwise, shall in no wise affect any other covenant, restriction or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. The restrictions and provisions herein contained shall be made a part of each and every contract and deed executed by or on behalf of each property owner, selling or conveying any of said lots, by appropriate reference to this instrument and the provisions thereof, and same shall be considered a part of each contract and deed as though fully incorporated herein. These restrictions and provisions as herein set out shall be and are hereby imposed upon each of said lots. It is understood that the restrictions and provisions hereof shall insure too the benefit of all subsequent purchasers of said lots, and each such purchaser by virtue of accepting a contract or deed covering any of said lots shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as herein before set out.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, North Hill Estates Civic Club or its assignee, may without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubble or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful, safe and sanitary condition, and will charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the property owner, a Vendor's Lien is herein and hereby retained against the above described property in favor of North Hill Estates Civic Club or its assignee but inferior to any purchase money lien or mortgage. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other instrument or through other court proceedings shall not cut off and extinguish liens securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot and/or unit from the liens securing said charge thereafter becoming due and payable, nor shall personal obligation of the owner foreclosed be extinguished by any foreclosure.

**5. *The information in #5 is not needed for summary. See recorded documents.***

### **PART THREE**

#### **DEFINITIONS**

1. Family: Family shall be defined as heirs of the first or second lineal descent.
2. Noxious or Offensive Activity: Noxious or offensive activity shall be defined to include but not be limited to the following: any act or failure to act on the part of the lot owner which allows the property to become in a condition which is a health hazard or unsightly to the average person.