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THE STATE OF TEXAS ↓
COUNTY OF HARRIS ↓

036-29-0116

KNOW ALL MEN BY THESE PRESENTS:

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That I, OLENE HANSON, the owner of Lots Two Hundred Fifty-seven (257) through Two Hundred Seventy (270), Block One (1); Lots One Hundred Thirty-five (135) through One Hundred Forty-three (143), Block Eight (8); Lots One Hundred Forty-four (144) through One Hundred Fifty-two (152), Block Nine (9); Lots One Hundred Fifty-three (153) through One Hundred Sixty-three (163), Block Ten (10); Lots One Hundred Sixty-four (164) through One Hundred Eighty-three (183), Block Eleven (11); Lots One Hundred Eighty-four (184) through One Hundred Ninety-seven (197), Block Twelve (12); Lots One Hundred Ninety-eight (198) through Two Hundred Six (206), Block Thirteen (13); Lots Two Hundred Seven (207) through Two Hundred Nine (209), Block Fourteen (14); Lots Two Hundred Ten (210) through Two Hundred Twenty-nine (229) and Two Hundred Ninety-one (291) through Three Hundred Four (304), Block Fifteen (15); Lots Two Hundred Thirty (230) through Two Hundred Forty-four (244) and Two Hundred Seventy-one (271) through Two Hundred Ninety (290), Block Sixteen (16); Lots Two Hundred Forty-five (245) through Two Hundred Forty-seven (247), Block Seventeen (17); Lots Two Hundred Forty-eight (248) through Two Hundred Fifty-six (256), Block Eighteen (18); Lots Three Hundred Five (305) through Three Hundred Fourteen (314), Block Nineteen (19); Lots Three Hundred Fifteen (315) through Three Hundred Seventeen (317), Block Twenty (20); Lots Three Hundred Eighteen (318) through Three Hundred Twenty-seven (327), Block Twenty-one (21); Lots Three Hundred Twenty-eight (328) through Three Hundred Forty-one (341), Block Twenty-two (22); Lots Three Hundred Forty-two (342) through Three

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COUNTY CLERK
HARRIS COUNTY, TEXAS

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Hundred Sixty (360), Block Twenty-three (23); and Lots Three Hundred Sixty-one (361) through Three Hundred Sixty-four (364), Block Twenty-four (24), NORTH HILL ESTATES, SECTION TWO (2), according to the plat thereof of record in Volume 131, Page 8, of the Map and Plat Records of Harris County, Texas, to which reference is here 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, 1982, at which time said covenants and restrictions shall be extended automatically thereafter for successive periods of fifteen 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, 1982, 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.

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1.

(a) All of said lots shall be used for residential purposes only and no structures shall be erected, altered or placed or permitted to remain hereafter on any lot other than one single family dwelling, one story or two stories in height.

(b) Only one (1) residence shall be erected on each lot.

(c) Only one (1) family shall occupy each residence.

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

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2.

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

3.

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.

4.

No one of said lots or any portion thereof shall be used for the purpose of the raising or keeping of swine, goats, fowl, mules, sheep, cattle, horses or any other animals that cause a nuisance for either commercial or personal pleasure, other than domestic household pets, which may be kept for personal pleasure only.

5.

There shall not be built on said lots any residence with less than sixteen hundred (1,600) square feet of floor space, exclusive of garage or porches. Said residence shall have a minimum of fifty-one (51%) per cent masonry or brick construction.

6.

No cesspool shall be dug, used or maintained on said lots and no outside toilet shall be permitted at any time. Underground septic tanks may be used and shall be installed in such manner as to conform to public health regulations and requirements, and there shall be no

open lines running from septic tanks. The drainage of septic tanks into roads, streets, alleys or other public ditches either directly or indirectly, is strictly prohibited. However, if a sanitary sewer system is made available and required by law, such shall be used.

7.

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 dimensions.

8.

Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarter square feet (18 inch diameter pipe culvert).

9.

Any lawful structure started on any of said lots must be diligently completed within a reasonable time.

10.

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

11.

No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at time of construction shall receive at least two coats of paint.

12.

No fence, walk, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the Architectural Committee hereinafter provided for.

13.

No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

14.

No 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 plans and specifications have been submitted to and approved in writing by an Architectural Committee consisting of Olene Hanson, Mrs. Betty F. Riley and Fentress Bracewell. Such approval 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 exterior designs, the type of material to be used and the colors to be applied on the exterior of the structures, and such approval by the Architectural Committee is to be based on the general requirements, stipulations and restrictions set out in this instrument. In the event of the death or resignation of a member of said Architectural Committee, the remaining members shall appoint another member of such committee, and in the event of the death or resignation of two of said members, the remaining member shall appoint two additional members. In the event of the death or resignation of all three members, the Commit-

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tee shall be appointed by the property owners who own a majority of the said lots on the basis of one (1) vote for each lot owned.

15.

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 performance 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.

16.

The said lots shall not be sold to, owned by, leased by or rented to any persons other than that of the Caucasian Race, nor shall any of the said lots be used or occupied by any person other than that

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of the Caucasian Race, with the sole exception of the owners' or occupants' bona fide servants, which servants are other than that of the Caucasian Race, which servants may occupy bona fide servants' quarters.

17.

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 excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. However, such activities may be permitted if Fifty (50%) per cent 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.

Excavations for swimming pools and bomb shelters are permissible provided that such excavations shall be left open no longer than a reasonable time to permit completion thereof. No derrick or other equipment used for this work shall be left standing after completion within said reasonable period.

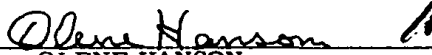
These covenants, conditions and restrictions shall be covenants running with the land. If the undersigned landowner or any of his successors or assigns shall not forever faithfully observe and perform the said several restrictions and conditions and each of them and if the undersigned landowner, his successors, assigns or

any person claiming under him shall at any time violate or attempt to violate any of the covenants herein, it shall be lawful for any of the other persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Any covenant herein set forth shall never at any time work an estoppel upon any person entitled to claim the benefits therefrom nor shall the continuance of any violation ever be deemed to have created a waiver of any covenant or restriction contained herein.

Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, covenants and restrictions contained herein which shall remain in full force and effect.

The restrictions and provisions herein contained shall be made a part of each and every contract and deed executed by or on behalf of the undersigned 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. And these restrictions and provisions as herein set out shall be and are hereby imposed upon each of said lots; and it is understood that the restrictions and provisions hereof shall inure to the benefit of the undersigned owner, and his heirs and assigns, and 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 hereinbefore set out.

WITNESS MY HAND at Houston, Texas, this 18th day of August, 1965.


OLENE HANSON

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THE STATE OF TEXAS ↓
COUNTY OF HARRIS ↓

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BEFORE ME, the undersigned authority, on this day personally appeared OLENE HANSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of August, A. D. 1965.



Delores Lutton
Notary Public in and for
Harris County, Texas

036-29-0124

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STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

AUG 19 1965



Robert Montgomery
COUNTY CLERK
HARRIS COUNTY, TEXAS

<p># 59 15-6 CMA H</p>	<p>NORTH HILL ESTATES SECTION 2</p>	<p>RESTRICTIONS</p>		<p>Return to BRACEWELL REYNOLDS & PATTERSON ATTORNEYS AT LAW FIRST CITY NATIONAL BANK BUILDING HOUSTON 5, TEXAS 77012</p>
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