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**NORHILL ADDITION  
PETITION TO CREATE RESTRICTIVE COVENANTS  
Pursuant to Texas Property Code Chapter 201**

- Subdivision:** NORHILL ADDITION, a subdivision located in the city of Houston, Harris County, Texas (the "**Subdivision**"), according to the maps or plats thereof recorded in Volume 6, Page 3, and any other replats of NORHILL ADDITION in the Map Records of Harris County, Texas (the "**Plats**"). The Plats include any subsequent replat of any portion of the Plats (if recorded on or prior to the date of recording of this Petition). / ll
- Purpose:** To establish such covenants, conditions and restrictions as are necessary and desirable to keep the Subdivision attractive for the use and enjoyment of residents and for the protection of property and property values.
- Restrictions:** Upon compliance with Texas Property Code Chapter 201, the restrictive covenants attached as Exhibit "A" hereto (the "**Restrictions**") shall run with the land and bind and benefit all real property in the Subdivision, except as otherwise provided therein or as excluded pursuant to Texas Property Code Section 201.009.
- Voluntary Exclusion:** Owners who sign the petition may delete their property from the operation of the Restrictions by signing and acknowledging the petition and checking the box to exclude their property.
- Opt Out:** Owners who do not sign the petition may delete their property from the operation of the Restrictions by filing a statement described in the fourth listed category in Texas Property Code Section 201.009(b) before one (1) year after the date on which the owner receives actual notice of the filing of the petition authorized by Chapter 201 of the Texas Property Code.
- Challenge:** Owners who do not sign the petition must file suit under Section 201.010 before the 181<sup>st</sup> day after the date on which the certificate required by Texas Property Code Section 201.008(e) is filed in order to challenge the procedures followed in creating the Restrictions.
- Effective Date:** The Restrictions shall be effective upon recording after the requisite number of acknowledged signatures has been received, as provided in Texas Property Code Section 201.006(d).

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Exhibit "A"

**NORHILL ADDITION DEED RESTRICTIONS**

**ARTICLE I. DEFINITIONS**

- 1.1 **"Front Property Line"** refers to the boundary line of a Lot with the Street for interior Lots and the boundary line of the Lot with the Street which has the shortest length for corner lots.
- 1.2 **"Garage"** - a structure for storage of Vehicles, normally with an overhead door, and whether or not attached or detached to the primary single family dwelling on a Lot.
- 1.3 **"Garage Apartment"** – A structure with one or more rooms with separate entrance, kitchen and bathroom facilities from those of the primary residence constituting a segregated dwelling unit, located on the same Lot.
- 1.4 **"Interior Lot Line"** refers to the boundary line on either side of a Lot, but which does not abut a street.
- 1.5 **"Lot(s)"** – Any numbered lot(s) on the Plats, as of the date this instrument is recorded in the Real Property Records, or any duly replatted lot, according to the Plats.
- 1.6 **"Owner(s)"** – the record title owner(s) of fee simple interest in a Lot.
- 1.7 **"Plats"** – the maps or plats of Norhill Addition, according to the maps or plats thereof recorded in Volume 6, Page 3, and any duly approved re-plat of any part of the foregoing map or plat which complies with the Restrictions (if recorded after the date this Petition is recorded) and any duly approved re-plat of any part of the Plats (if recorded on or before the date of recording of this Petition).
- 1.8 **"Real Property Records"** – the Official Public Records of Real Property of Harris County, Texas (or successor records).
- 1.9 **"Side Street Line"** refers to the boundary line on either side of a Lot which abuts a Street, if any.
- 1.10 **"Street"** - the publicly dedicated rights-of-way on the Plats.
- 1.11 **"Subdivision"** – all real property located within Norhill Addition, according to the Plats.
- 1.12 **"Rear Lot Line"** - the boundary line of a Lot parallel to the Front Property Line, subject to deviation for irregularly-shaped Lots.
- 1.13 **"Restrictions"** – the restrictive covenants established by this Petition.

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1.14 **“Petition”** – this petition pursuant to Texas Property Code Chapter 201.

## ARTICLE II. RESTRICTIONS

Each Owner in the Subdivision, their successors or assigns, shall own such Lot subject to an obligation on their part to faithfully perform and keep the Restrictions, restricting the use to be made of such Lot, and the right shall exist at all times for Owners to demand and require observance of and compliance with each and all of said provisions of and by every Owner, and to enjoin or otherwise lawfully prevent the non-observance of, or non-compliance with the Restrictions, or any of them, either threatened or actual. However, such obligations shall not be personally binding on any person or entity, except in respect of breaches hereof committed during their ownership of such Lot.

### 2.1 Single Family Residential.

(a) Each Lot 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 Block 4; Lots 1, 2, 3, in Block 18; Lots 10, 11, 12, in Block 24; which may be used for business or commercial purposes.

(b) The construction of Garage Apartments after the effective date of the Restrictions is prohibited; provided, however, that Garage Apartments that are in existence on the effective date of this Petition may be maintained in accordance with Section 3.3 below.

(c) No Lot shall be further subdivided after the Effective Date of the Restrictions.

### 2.2 Building Setback Lines; Orientation of Residences.

#### *Building Setback Lines*

(a) No improvements shall be constructed on a Lot nearer than twenty (20) feet to the Front Property Line; provided, however, that the gallery or porch in front of the main door of any building thereon may extend over said building setback line by up to eight (8) feet.

(b) No improvements shall be constructed on a Lot nearer than twenty (20) feet to the Side Street Line.

(c) No Garage or other outbuilding shall be constructed on a Lot nearer than sixty (60) feet to the Front Property Line or nearer than twenty (20) feet to any Side Street Line.

(d) No improvements shall be constructed on a Lot nearer than three (3) feet to the Interior Lot Line(s).

(e) No improvements shall be constructed on a Lot nearer than three (3) feet to the Rear Lot Line.

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The foregoing setback restrictions set forth in subsections 2.2(a), (b) and (c) shall not apply to Lots used for business or commercial purposes as permitted in subsection 2.1(a) above.

*Orientation of Residences*

(f) All residences shall be oriented to face the Front Property Line.

2.3 Cost of Improvements. The aggregate cost of any dwelling and ancillary improvements, first constructed on a Lot after the Effective Date of the Restrictions, shall not be 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 subsection 2.1(a) above, the cost of which shall be not less than twice the cost of the Lot. All improvements must be of neat and attractive design, with hip, ridge or gable roof, shingled or weatherboard sides, stucco or brick veneer, wood painted with not less than two coats of paint.

2.4 Replacement of Improvements; Casualty. Should the house or other improvements on any of the Lots covered by these Restrictions be totally destroyed by fire, wind, rain or any other casualty, the replacement of the destroyed improvements should be equal to or more than the replacement value of the destroyed improvements at the time said improvement is destroyed, according to the replacement value as determined by insurance policy insuring said destroyed property.

2.5 Lot Maintenance; Trash Removal. 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.

2.6 Storage and Repair of Vehicles. No trailer, trailer houses, truck, or boat shall be parked on any Lot in front of a residence. Trailers, trailer house, 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 more 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.

2.7 Exterior Maintenance; New Construction. 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 Subdivision 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 such civic club, association or like committee that is established by a majority of the Owners (the "Norhill Committee") or, if no Norhill Committee exists, then to the WHCA (defined below). All exterior remodeling must be completed within nine (9) months from the date building materials are placed on the Lot, or a building permit is received, whichever occurs first.

2.8 Signs. To the fullest extent permitted by law, no signs, advertisements, billboards, or advertising structures may be erected or maintained on any Lot; except that a sign not exceeding six

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(6) 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.

2.9 Fences. All privacy fences shall be set back even with or behind the front building setback line and, if a corner Lot, at least fifteen (15) feet from the Street.

### ARTICLE III. GENERAL PROVISIONS

3.1 Effective Date. The Restrictions are effective on the date this Petition is recorded in the Real Property Records of Harris County, Texas.

3.2 Binding Effect; Enforcement. The provisions of the Restrictions shall run with the real property in the Subdivision and shall inure to the benefit of and be enforceable as to each Owner or occupant of a Lot in the Subdivision, or any portion thereof, which Lot is then subject to these Restrictions, and their respective heirs, legal representatives, successors and assigns. The provisions of these Restrictions shall be enforceable by the Norhill Committee, however, if no such committee has been formed, then by the Woodland Heights Civic Association, Inc., a Texas non-profit corporation (the “WHCA”), each Owner of a Lot in the Subdivision, or any portion thereof, which Lot is then subject to the Restrictions, and their respective heirs, legal representatives, successors and assigns (the “**Enforcing Party(ies)**”). In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Petition, the Enforcing Parties may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. The Enforcing Party(ies) shall recover all reasonable attorneys’ fees and court costs incurred in successfully enforcing any provisions of the Restrictions. The Norhill Committee, WHCA, their respective directors, officers, agents and representatives shall not be liable for any damages (including, without limitation, legal fees or costs) in connection with any action taken in good faith to enforce these Restrictions.

3.3 Existing Violations Grandfathered. A Lot, building, structure, improvement or use of a Lot that otherwise lawfully exists as of the effective date of this Petition, but does not conform to the Restrictions, is considered “grandfathered” and may continue as long as it remains lawful; provided, however, that all Restrictions stated herein shall apply to any remodeling and/or additions to a grandfathered improvement and to any new improvements erected on the same Lot. A nonconformity loses its allowable (grandfathered) status at such time as the Lot, building, structure, improvement or use of a Lot comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. In the event that a grandfathered improvement is damaged or destroyed by fire or other reason not intentionally caused by the Owner or the Owner’s agent, the permitted nonconforming structure may be restored.

3.4 Modification of Restrictions. The Restrictions shall be effective until January 1, 2025, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years each. The Restrictions may be amended or modified at any time and from time to time by an instrument signed by the then owners of at least sixty-six percent (66%) of the Lots in the Subdivision which are then subject to the Restrictions, which amendment or modification will

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become effective as to all Lots then subject to the Restrictions immediately upon the filing thereof in the Real Property Records of Harris County, Texas.

3.5 Multiple Signature Pages. This Petition contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages may be attached to the copy of the Petition recorded in order to eliminate unnecessary costs of filing multiple copies of the Petition.

3.6 Severability. If any of the covenants, conditions or terms of this Petition shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding.

3.7 Mortgagees. No violation of the Restrictions shall invalidate nor adversely affect the lien of any mortgagee made in good faith and for value.

3.8 Texas Property Code Chapter 201. The Owners intend to comply with the provisions of Texas Property Code Chapter 201 in order to create the Restrictions. The Restrictions are binding upon all Lots and Owners except as otherwise provided herein or as excluded pursuant to Texas Property Code Section 201.009.

3.9 Existing Restrictions. To the extent that, prior to the Effective Date of the Restrictions, there are existing restrictive covenants affecting one or more of the Lots in the Subdivision, such existing restrictive covenants are hereby renewed, ratified and confirmed by the Owners executing this Petition; provided, however, that to the extent of any conflict between such restrictive covenants and the Restrictions, the Restrictions shall control for all purposes.

3.10 Intentionally Deleted. [Note: The agreement previously referred to in this Section 3.10 as the "Lot 14 Agreement" was not executed nor recorded as of the Effective Date of the Restrictions, necessitating the removal of the provisions relating thereto.]

3.11 Opt-In. At any time after the Effective Date of the Restrictions, the Owner(s) of a Lot which is not then subject to the Restrictions may include their property within the operation of the Restrictions by signing and acknowledging an instrument to such effect and filing the same in the Real Property Records of Harris County, Texas.

[Remainder of page intentionally left blank. Signature pages to follow.]

AFTER RECORDING RETURN TO:

Wilson, Cribbs & Goren, P.C.  
Attn: Mr. Anthony L. Marré  
2500 Fannin St.  
Houston, Texas 77002

FILED

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*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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.

JUN 25 2015



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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