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## AMENDED AND RESTATED RESTRICTIONS FOR NORTHSIRE SECTIONS ONE AND TWO

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This Amended and Restated Restrictions for Northshire Subdivision Sections One and Two, (hereafter referred to as "Restrictions") is made on the date hereinafter set forth by the undersigned, owners in Northshire Subdivision, Sections One and Two respectively.

**WHEREAS**, This Amended Restrictions for Northshire Sections One and Two is applicable to the following land:

That tract of land in the W.B. Adams Survey, which has been recorded and platted as Replat, Northshire, Section One, as shown by the map thereof, recorded in Volume 180, Page 100 of the Map Records of Harris County, Texas; and

That tract of land in the W.B. Adams Survey, which has been recorded and platted as Northshire, Section Two. As shown by the map thereof, recorded in Volume 194, Page 112 of the Map Records of Harris County, Texas.

**WHEREAS**, it is deemed to be in the best interests of said Owners and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan (otherwise known as Harmony and Conformity) for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision.

**WHEREAS**, the Restrictions Replat, Northshire, Section One were filed of record in the Harris County, Texas Real Property Records under Clerk's File No. D407937, and the Restrictions Northshire, Section Two were filed of record in the Harris County, Texas Real Property Records under Clerk's File No. E010586 ("Original Restrictions"); and

**WHEREAS**, the undersigned are the owners of over 50% of the Lots subject to the Restrictions in Sections One and Two, respectively, of Northshire, (also referred to as Subdivision) and the undersigned desire to amend and restate in their entirety both the land use and maintenance restriction portion of the Original Restrictions for each respective Section (although the portions set forth under the heading "Annual Maintenance Fund" are unchanged by these amendments).

**NOW, THEREFORE**, the undersigned, being over 50% of the owners of lots in Sections One and Two, respectively, do hereby agree that the Original Restrictions for each Section are amended by replacing paragraphs (a) through (p) with the covenants and restrictions contained in this amendment, and such Amended and Restated Restrictions shall run with the Subdivision land and shall be binding upon

ER 075-41-1056

all parties and all persons claiming under until December 31, 2045, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots covered by these Amended Restrictions has been recorded, agreeing to change or terminate these Amended Restrictions, in whole or in part.

If the Owners of, or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the Owners, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in effect.

**CERTIFICATION**

"I the undersigned, being the President and a Director of the Northshire Maintenance Fund, Inc., hereby certify that the foregoing Amended and Restated Restrictions were approved by a vote of owners owning over 50% of the lots subject to the restrictions."

By: [Signature]

Michael H. Marshall

Print Name:

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the day personally appeared Michael H. Marshall, President of the Northshire Maintenance Fund, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that s/he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

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Given under my hand and seal of office this the 14th day of October, 2015.



[Signature]  
Notary Public, State of Texas

ER 075-41-1057

**AMENDED AND RESTATED RESTRICTIONS  
NORTHSIRE SECTIONS ONE AND TWO  
TABLE OF CONTENTS**

**I. GUIDELINES**

**II. ENFORCEMENT**

**III. DEFINITIONS**

**IV. DEED RESTRICTIONS**

- A. RESIDENTIAL PURPOSES
- B. RESIDENTIAL AND STRUCTURE IMPROVEMENTS
- C. ALLOWABLE PLACEMENT OF STRUCTURE ON PROPERTY -
- D. FRONT BUILDING LINE RESTRICTION/MINIMUM LOT SIZE
- E. PROHIBITED ACTIVITIES
- F. NON-ALLOWANCE OF TEMPORARY STRUCTURE OR RESIDENCE
- G. STORAGE OF BOATS, TRAILERS AND RECREATIONAL VEHICLES
- H. NEW AND REMODELING CONSTRUCTION REQUIREMENTS
- I. EASEMENT ENCROACHMENTS
- J. ANIMAL RESTRICTIONS
- K. PROPERTY MAINTENANCE REQUIREMENTS
- L. SIGNS AND ADVERTISING
- M. DRILLING AND MANUFACTURING
- N. TRASH AND RUBBISH ON PROPERTY
- O. PLACEMENT OF FENCE and OTHER OUTSIDE STRUCTURES
- P. GARAGE SALES

**V. PLANS TO BE SUBMITTED**

**VI. BUILDING MATERIAL AND GUIDELINES**

- A. ROOFING MATERIALS
- B. SIDING MATERIALS
- C. DOORS AND WINDOWS

ER 075-41-1058

**VII. FOUNDATIONS**

**VIII. ARCHITECTURAL ELEMENTS**

**IX. FENCES AND MASONRY WALLS**

**X. DRIVEWAYS AND PAVED AREAS**

**XI. PORTE-COCHERES**

**XII. VARIANCES**

- A. VARIANCE REQUEST AND APPEALS
- B. EXISTING STRUCTURES AND IMPROVEMENTS

**XIII. LIABILITY**

**XIV. EXTENSION AND ALTERATION OF THE RESTRICTIONS**

**XV. GENERAL PROVISIONS**

- A. SEPARABILITY AND ENFORCEMENT
- B. VIOLATIONS OF LAW
- C. NO REPRESENTATIONS OR WARRANTIES
- D. CAPTIONS FOR CONVENIENCE
- E. GOVERNING LAW
- F. NOTICES
- G. MULTIPLE COUNTERPARTS

**XVI. BUDGET AND ANNUAL MAINTENANCE FEES**

**XVII. STATE MANDATES**

**GENERAL**

- A. POLITICAL SIGNS
- B. SOLAR PANELS
- C. ROOF MATERIALS
- D. FLAGS, FLAGPOLES, & LIGHTING
- E. RELIGIOUS ITEMS
- F. RAINWATER COLLECTION & COMPOSTING SYSTEMS

**XVIII. ANNUAL MAINTENANCE FUNDS**

## **I. GUIDELINES**

While the Northshire Maintenance Fund Incorporated Trustee Board (NMFITB) will make every reasonable attempt to be fair and equitable and follow all guidelines, the NMFITB will not necessarily be bound by past decisions. The NMFITB reserves the right to disapprove applications for improvement that requires a variance from the established covenants if it believes such changes are not in the best interest of the future of the community. There shall be no agreements of any kind made outside the realm of these Deed Restrictions without written approval from the NMFITB.

## **II. ENFORCEMENT**

The authority to enforce all restrictions, covenants, conditions, stipulations and reservations contained in these Restrictions shall rest with the Northshire Maintenance Fund Incorporated Trustee Board (NMFITB), with the assistance of the City of Humble Legal Department, Justice of the Peace Courts, the Harris County Attorney and/or local and state laws.

## **III. DEFINITIONS**

**For the purposes of these restrictions:**

**A.** The term “**Residential Purposes**” as used herein shall be held and construed to mean a dwelling exclusively used and inhabited by a single family. This specifically excludes, but is not limited to, a) multiple (meaning more than one) family dwelling unit such as a duplex, apartment, boarding house, hotel, communal or group home, b) any commercial or professional use. Home Business – A business operated from a residence must meet all of the following requirements: The business: (i) owner must occupy the residence as their primary dwelling, (ii) has no outside employees, (iii) displays no advertising, (iv) has no visible external activities, (v) generates no traffic, (vi) creates no sounds, odors, or other nuisances, (vii) has no parking areas beyond those customary for a single family residence. Additionally, the following business types are specifically prohibited, whether operated for profit or not: child care, nursing home, assisted living facility, bed and breakfast, halfway house, pet care or grooming, animal rescue, catering, massage or tattoo parlor, any type of mechanical repairs, resale shop, hospital or clinic.

**B.** The term “**Structure**” shall include, but not be limited to the following: any building, porch, deck, patio, sun room, atrium, greenhouse, porte-cochere, gazebo, pool, pond, fence, flagpole, tower, antenna, or any other construction that is or may be attached to the land or the house, whether decorative or not.

**C.** The term "Primary Structure" shall mean the house and garage, whether attached or detached.

**D.** The term "Secondary Structure" shall mean any outbuilding, porch, deck, patio, sun room, atrium, greenhouse, porte-cochere, gazebo, pool, pond, fence, flagpole, tower, antenna, or other construction that is or may be attached to the land, whether decorative or not.

**E.** The term "Building" shall mean any structure that stands alone and is completely enclosed, allowing access only through a door or window, and specifically includes the house, garage, and any outbuilding.

**F.** The term "Outbuilding" shall mean a building independent of the house. The structure may be no larger than twelve feet by twelve feet (12' x 12'). The roof peak shall not exceed eight feet (8') above the existing ground elevation. Outbuildings are limited to one (1) per lot. Any outbuilding shall have a permanent or semi-permanent foundation, and must be maintained to the same standard as the primary structure.

**G.** The term "Residence" is synonymous with and is used interchangeably with the words house or dwelling.

**H.** The term "Garage" is defined as a structure primarily used to store vehicles. Garages may be attached directly to the house, connected via a breezeway, or detached from the house.

**I.** The term "Porte-Cochere" is defined as a porch or a portico-like structure at a main or secondary entrance to the house through which a vehicle can pass in order for the occupants to alight under cover, protected from the weather. Porte-cocheres differ from carports, under which vehicles are meant to be parked.

**J.** The term "Elevation" shall be defined as the face(s) of the residence, from the top of the slab, up to the eaves, and from the left-most side to the right-most side, including any attached garage.

**K.** The term "Property Line(s)" shall mean the line(s) that denotes the boundary of the lot as shown on the recorded plat for the Subdivision. They may include a City, County, or Utility easement(s).

**L.** The term "Building Line(s)" shall mean the boundaries within the Property Lines upon which a Structure may be erected.

M. The term "Setback Line(s)" shall mean the distance that a building or other structure, such as a fence, must be set back from a street or other area to be protected. These lines are established by municipal ordinance or zoning.

N. The term "Single Family" shall refer to both the type of construction and the use of the structure.

#### **IV. DEED RESTRICTIONS**

##### **A. RESIDENTIAL PURPOSE**

All lots located shall be used for residential purposes only.

No building shall be erected, altered, placed or permitted to remain on any lot other than the following: one (1) single family detached dwelling, not to exceed two (2) stories in height, together with a private garage for not more than four (4) cars, one (1) tool/storage shed, workshop, or other structure unattached to the residence, and one (1) servant's quarters,. A servant's quarters may only be occupied by an integral part of the family occupying the main residence, or by a domestic servant employed by that family. More than one (1) domestic servant is not allowed without approval from the NMFITB.

No single family dwelling shall be occupied for residential purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the NMFITB, whose approval in writing is required before any residence which is not entirely completed shall be occupied. This is in accordance to the local and state regulations.

Home businesses may be allowed as long as the property continues to meet the definition of "Residential Purposes" in Part III – Definitions, Section "A".

##### **B. RESIDENTIAL AND STRUCTURE IMPROVEMENTS**

No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to harmony and conformity of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the NMFITB, or by a representative designated by a majority of the members of NMFITB. This paragraph shall apply to landscaping as well as structures.

In the event of death or resignation of any member of said NMFITB, the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event NMFITB, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications and plot plans have been received by NMFITB, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with.

After approval of any proposed improvement, the proposed improvement shall be accomplished as promptly and diligently as possible, and in strict conformity with the description of the proposed improvement in the materials submitted to the NMFITB.

Failure to complete the proposed improvement within ninety (90) days after the date of approval, or such other period of time (or extension of time) shall have been designated in writing by the NMFITB, or failure to complete the improvement in strict conformity with the description and materials furnished to the NMFITB, shall operate automatically to revoke the approval by the NMFITB of the proposed improvement. No improvement shall be deemed completed until the exterior fascia and trim of the structure has been applied and finished, all construction materials and debris have been cleaned up and removed from the site, and all rooms in the improvement, building or structure (other than attics) have been finished.

#### **C. ALLOWABLE PLACEMENT OF STRUCTURE ON PROPERTY**

Except as may be authorized in writing by the NMFITB, no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundation of any building (including garages) shall be located nearer than five feet (5') from the rear lot or side lot line, except the slab or foundation of a garage only may not be nearer to any side lot line than three feet (3'). Overhang of the walls and roofs of such building shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. All improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage; provided that garages on corner lots may face the side street.

#### **D. FRONT BUILDING LINE RESTRICTION/MINIMUM LOT SIZE**

No residential structure shall be erected or placed on any building plot having an area of less than seven thousand (7,000) square feet or a width of less than sixty feet (60') at the front building set back line, except in the case of any lot shown on the recorded plat of said subdivision which may have a lesser minimum



square foot area or a lesser minimum width at the front building set back line. No existing platted lots can be subdivided or resurveyed for any purpose.

No structure, with the exception of fences, shall be built nearer than five feet (5') to any interior side Property Line. Fences may be constructed on the Property Line.

All new construction must be built behind all Building Lines. If any new construction shall extend beyond the front face of the residence located on either side of the construction, placement of the new construction shall be evaluated as to the harmony and conformity to the existing Structures.

#### **E. PROHIBITED ACTIVITIES**

No illegal, noxious or offensive activity of any kind or character shall be carried on or permitted on any lot or plot, nor shall anything be done thereon which may be or may become an annoyance, nuisance or create any hazard to the Subdivision.

#### **F. NON-ALLOWANCE OF TEMPORARY STRUCTURE OR RESIDENCE**

No motor home/RV, bus, trailer, basement, tent, shack, garage, barn or any other outbuilding erected on a lot shall be used as a residence, temporarily or permanently, nor shall any structure of any temporary character be used as a residence.

#### **G. STORAGE OF BOATS, TRAILERS AND RECREATIONAL VEHICLES**

No trailer, camper, boat, boat trailer or machinery of any type may be kept or stored within the subdivision except within a garage or in such a place as may be completely out of view from any public street. No motorized vehicle having more than two axles or longer than twenty three feet (23') shall be parked or stored overnight in a driveway.

- 1) Motorized vehicles; such as, ATV's, boats, personal watercraft, and similar vehicles must be parked behind the fence and fully hidden from view if they are to be parked overnight or stored for any length of time.
- 2) With approval of NMFITB, guest owned RV's may be parked in a driveway or at the curb for a maximum of two weeks.
- 3) Non-motorized trailers and travel trailers and similar vehicles, shall not be parked overnight in a driveway. These must be parked behind the fence.
- 4) All vehicles kept in public view must have current license and registration in accordance with local and state laws.

#### **H. NEW AND REMODELING CONSTRUCTION REQUIREMENTS**

No building, with the exception of an outbuilding, shall be moved onto any lot or plot. All other buildings must be erected on site.

The exterior downstairs walls of all residences of all new construction or remodeled construction shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, cement board (Hardie) or equivalent, or stucco type construction, however, the NMFITB may approve variations from such construction requirements in specific cases.

All buildings with exterior surfaces other than brick, stone or other building material for which paint would be an inappropriate surface treatment shall be painted at the time of construction.

No building material of any kind or character shall be placed or stored upon any lot or plot until the owner is ready to commence improvements, and then such material shall be placed within the Property Lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the street and Property Line.

No stumps, trees, underbrush, or any refuse of any kind, scrap material from the improvements being erected shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

#### **I. EASEMENT ENCROACHMENTS**

Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. It is not the responsibility of the NMFITB to identify encroachment into utility easement areas. If possible, the NMFITB will advise the owner of a possible encroachment and recommend that the owner seek approval or waiver from the appropriate utility and/or government entity. NMFITB will not be liable for any expense incurred by an owner as a result of action by a utility company and/or government entity if such encroachment occurs, even if the NMFITB approved the change or addition without comment.

#### **J. ANIMAL RESTRICTIONS**

The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any residential lot in the subdivision is strictly prohibited. Household pets may be kept as long as the owners of the pets abide by all local laws. No property may be used as a pet rescue or foster facility.

#### **K. PROPERTY MAINTENANCE REQUIREMENT**

Residential property shall always be maintained in accordance with local and state laws pertaining to policy, health, sanitary standards, building codes, fire codes, as well as regulations or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

The owner of property in the Subdivision shall be required to maintain all landscaped areas, including, but not limited to, lawn, shrubs, and trees. All sidewalks and curbs must be kept trimmed. The owner shall not permit the accumulation of trash, rubbish, or other unsightly objects on the lot(s), the easements, or in any street abutting the same.

The area between the street and the Property Line, including the curb, the street gutter, and the sidewalk, shall at all times be kept clean and free of unsightly objects with the exception of designated trash collection times, in accordance with City of Humble ordinances. All structures are required to be kept in a manner consistent with good maintenance, including, but not limited to, roofs, windows, awnings, shutters, paint, siding, driveways, fences, and swimming pools. This also includes, but is not limited to, mold and mildew, rotting wood, excessive pine needles on roof, and unsightly areas.

#### **L. SIGNS AND ADVERTISING**

No sign advertising products or services shall be displayed at any time. Signs allowed for display are limited to the following: (i) a sign advertising that property is for sale or rent, (ii) sign(s) from a security company denoting that the property has a security system or is being monitored, subject to the following restrictions: maximum of one sign per entryway, maximum size is ten inches by twelve inches (10"x 12"), must be ground mounted, and must be placed no further than twelve inches (12") from an exterior wall. (iii) political signs may be displayed in accordance with Part XVII., State Mandates, Section A. Holiday decorations and special occasion signs may be erected for a temporary period of time not to exceed thirty (30) days before and ten (10) days after the holiday.

#### **M. DRILLING AND MANUFACTURING**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any property, nor shall oil-wells, oil 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 property.

#### **N. TRASH AND RUBBISH ON PROPERTY**

No property shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any such material be kept upon the property unless kept in a sanitary container. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage and recycle bins cannot be left at the curb for more than 24 hours on schedule day of garbage pick-up, and at all other times, such containers shall be stored out of view from the street or adjacent property. All construction receptacles shall be in accordance with the local jurisdiction.

**O. PLACEMENT OF FENCE AND OTHER OUTSIDE STRUCTURES**

No fence, wall, hedge, nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front or corner lot side building line of said lot. Deviations from this paragraph must be approved by the NMFITB.

No outside clothes line shall be constructed or maintained on any lot within sight of the street or adjacent lot. No fence shall be constructed out of any material other than brick, wood or wrought iron.

**P. GARAGE SALES**

All residences will be limited to one garage sale per quarter (four annually). Participation in any community wide sponsored garage sale will count as one of the allowed garage sales.

**V. PLANS TO BE SUBMITTED**

Construction of any structure or improvement, or alteration to the exterior of any structure or improvement, visible to the street, shall not commence on any lot or building site in the Subdivision prior to the plans for such construction having been submitted in writing to, and approved in writing by, the NMFITB.

Plans submitted to the NMFITB for Primary Structures shall include the following: a detailed description and drawing of the foundation, floor plan, all elevations, finished grade elevations, all exterior building materials, and a plot plan showing location of all proposed improvements, including driveways, sidewalks, or walkways, with dimensions. In addition, a landscaping plot plan showing the location (or removal) of any trees, flower beds, and turf areas.

Plans submitted to the NMFITB for Secondary Structures shall include a description and drawing of the structure, including dimensions, materials, location on the property relative to building lines, and notations of any trees to be removed.

The NMFITB shall approve any proposed request for construction or improvement of a Primary Structure upon determining that such requests will comply with the provisions of these Restrictions; that the improvement will conform to the appearance of the surrounding areas of the subdivision as a whole; and the appearance of the proposed improvement will be in harmony and conformity with the surrounding area of the subdivision, including location with respect to topography and finished grade elevation. The NMFITB shall approve any proposed request for construction or improvement of a Secondary Structure upon determining such request will comply with the provisions of these Restrictions. Approval of proposed improvements shall not be unreasonably withheld.

ER 075-41-1067

Any errors in, or omissions from, the plans and specifications submitted to the NMFITB shall be the responsibility of the owner of the lot to which the improvements relate. The property owner is, nevertheless, required to comply with these restrictions and all applicable local and state laws and regulations.

All submissions to the NMFITB must be sent via a method which confirms receipt by the NMFITB or its designated representative. The NMFITB may require submission of additional plans, specifications, and/or other information before approving or disapproving the plans. In the event approval or disapproval has not been given within thirty (30) calendar days from the date the plans, and/or any other required materials are received by the NMFITB, the plans will be deemed approved, unless the NMFITB notifies the owner in writing the time for approval or disapproval has been extended (such extension not to exceed fifteen (15) calendar days), and gives the reason(s) for the required extension.

If as a result of inspections or otherwise, the NMFITB finds any improvement has been constructed or undertaken without obtaining the approval of the NMFITB, or has been completed other than in strict conformity with the description and materials furnished by the owner to the NMFITB, or has not been completed within the required time period after the date of approval by the NMFITB, then NMFITB shall notify the owner in writing of the noncompliance ("Notice of Noncompliance").

The Notice shall specify the particulars of the noncompliance and shall require the owner to take such action as may be necessary to correct the noncompliance issue within the period of time set forth therein.

If the NMFITB find a noncompliance continues to exist after such time within which the owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, NMFITB may, at its option, record a Notice of Noncompliance against the lot on which the noncompliance exists with the Harris County Deed Records and with the City of Humble Planning/Permitting Department.

At such time as the property owner provides evidence of the Noncompliance having been resolved, the NMFITB will promptly act to have any recorded notices nullified.

## **VI. BUILDING MATERIALS AND GUIDELINES**

The following lists of building materials are examples of and guidelines for exterior building materials for new residential construction and remodeling in the subdivision. The purpose of these lists is to keep the subdivision in harmony and conformity, and to preserve overall property values. This section is provided to assist the property owner in residential design and to assist the NMFITB in its review of plans for the construction of a new residence, or remodeling of an existing residence.

**A. ROOFING MATERIALS**

Composition asphalt/fiberglass shingles with a minimum thirty (30) year warranty is a commonly accepted material, although use of an approved alternative shingle as referenced in Part XVII, STATE MANDATES, Section C, may also be approved.

**B. SIDING MATERIALS FOR PORTIONS OF HOUSE VISIBLE TO STREET**

- 1) Wood siding, vinyl, and fiber cement siding are acceptable materials.
- 2) Stucco is an acceptable material, but must include finishing details.
- 3) Brick and stone are acceptable materials.

**C. DOORS AND WINDOWS**

- 1) Wood, steel, vinyl, fiberglass, and aluminum doors are acceptable.
- 2) Wood, vinyl, and aluminum windows are acceptable.

**VII. FOUNDATIONS**

All foundations must meet all local and state building codes must be within all building lines, and the resulting foundation façade must be congruent with the style of surrounding homes.

**VIII. ARCHITECTURAL ELEMENTS**

- 1) All rooflines, including Porte-Cocheres and garages, shall conform to the Primary residence.
- 2) New houses shall have front elevations that have windows and door openings. Front windows and doors shall not be concealed by fences, shrubs or other structures of any type.
- 3) On new construction or remodeling, garages may not be wider than fifty percent (50%) of the front elevation of the house.

**IX. FENCES AND MASONRY WALLS**

- 1) No fences shall be constructed forward of the front corner of any new or existing house or garage.
- 2) Wood, wrought-iron, and brick are acceptable materials for new fences.
- 3) Fences shall not be taller than seven feet (7'-0") without prior approval from the NFMITB.

ER 075-41-1069

## **X. DRIVEWAYS AND PAVED AREAS**

- 1) Driveways must be a hardened surface.
- 2) Concrete, brick pavers, stone pavers, and pressed concrete are acceptable materials. The following materials are not acceptable: Asphalt or petroleum base products, crushed material such as rock, concrete, limestone, or gravel, or shell.
- 3) Driveways shall not exceed thirty percent (30%) of the total land area in front of the primary structure.
- 4) A driveway may not go over the property line, unless it is a joint driveway with the adjacent lot.
- 5) Colors other than natural stone or concrete must have prior approval.
- 6) Yard areas visible from public streets must be primarily covered with turf, the minimum area being seventy percent (70%) of the total yard area.

## **XI. PORTE –COCHERES**

- 1) All porte-cocheres shall be built behind the building lines.
- 2) Acceptable materials are outlined in Part VI, and should be complementary to the residence.

## **XII. VARIANCES**

### **A. VARIANCE REQUEST AND APPEALS**

The NMFITB may authorize variances from these restrictions relating to building structures, outbuilding, elevations or improvements when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall: (i) be effective unless requested and approved in writing, or (ii) prevent the NMFITB from denying a variance in other circumstances.

To request a variance, a property owner must make the request in writing. It shall be submitted to the NMFITB or its designated representative via a method which confirms receipt by same. The request must concisely state the request and any unique circumstances necessitating the variance. The NMFITB may approve or disapprove the request within thirty (30) days of receipt. In the event the NMFITB fails to take any action during that period, the request shall be deemed to have been denied.

A property owner, whose properly submitted request for variance has been denied, either expressly or by expiration of time, shall have the right to appeal by requesting a meeting with the NMFITB to present their case. Such appeal must follow the same notification procedures stated above Any Notice of Appeal

must be received within fourteen (14) calendar days of either (i) the date of the written denial of the NMFITB, or (ii) the thirtieth (30<sup>th</sup>) day after the NMFITB's receipt of the request for variance, whichever comes earlier.

## **B. EXISTING STRUCTURES AND IMPROVEMENTS**

Any improvement or structure existing on any lot in the subdivision on the date of filing these restrictions, that was constructed or altered not in conformance with the restrictions in effect for such lot at the time of any such construction or alteration, and is not in conformance with these restrictions, shall not be deemed in violation of these restrictions. Any such grandfathered improvements of structure, however, must be maintained in conformance with these restrictions. In addition, any such grandfathered improvement or structure shall not be enlarged, expanded, or extended.

This section shall apply to all structures, buildings, outbuildings, elevations, or improvements in violation of these restrictions that exist on the date these restrictions are recorded in the Harris County Deed Records. This section shall not apply to any structure, building, outbuilding, elevation or improvement that was expressly disapproved by the NMF, unless such disapproval is the subject of a variance being actively requested by lot owner(s) through the process provided in these restrictions.

This section applies only to nonconforming structures, buildings, outbuilding, and elevations, and does not extend to any nonconforming usage or any nonconforming maintenance of property. It is not the intention of this section to grandfather any nonconforming usage or maintenance of property.

## **XIII. LIABILITY**

Review and approval of any application is made on the basis of the requirements set forth in these Restrictions and aesthetic considerations only. The NMFITB and NMF shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. THE NMFITB SHALL NOT BE HELD LIABLE FOR (i) ANY INJURY, DAMAGES, OR LOSS ARISING OUT OF THE MANNER OF QUALITY OF APPROVED CONSTRUCTION, OR (ii) ANY ACTION OR FAILURE TO ACT IN CONNECTION WITH ANY APPROVAL OR DISAPPROVAL OF ANY REQUEST OR VARIANCE, INCLUDING WITHOUT LIMITATION, MISTAKES IN JUDGMENT, NEGLIGENCE, MALFEASANCE, OR NONFEASANCE.

THE HOMEOWNER, REGARDLESS OF ANY CURRENT AND FUTURE WORDING IN THIS DOCUMENT, IS EXPECTED TO ENSURE THAT ANY BUILDING AND REMODELING IS IN COMPLIANCE WITH ALL BUILDING CODES CURRENTLY IN EFFECT IN ACCORDANCE WITH LOCAL AND STATE LAWS.



#### **XIV. EXTENSION AND ALTERATION OF THE RESTRICTIONS**

These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them from the effective date of this instrument plus ten (10) years. The covenants shall be automatically extended for successive periods of ten (10) years. These restrictions may be amended at any time by an instrument executed by the owners, of a majority (50% + 1) of lots in the subdivision, having agreed to change these restrictions in whole or in part, said document being filed for record in the Real Property Records of Harris County, Texas.

#### **XV. GENERAL PROVISIONS**

##### **A. SEPARABILITY AND ENFORCEMENT**

The invalidity of any covenant herein (whether by judgment, court order, or otherwise) shall in no way affect any of the other provisions, and they shall remain in full force and effect. If any of the parties hereto, or any of their heirs or assigns, or any owner of any interest in the above described property shall at any time violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot in said subdivision, or for the NMFI or any member thereof, to prosecute any proceedings at law or in equity against the person or persons violating any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages or other dues to such violations, including reasonable attorney's fees, fines, expenses and other sums allowed under Texas law. Lack of enforcement of any section of these restrictions does not in any way void or negate these covenants and restrictions.

##### **B. VIOLATIONS OF LAW**

Any violation of federal, state, municipal, or local law, ordinance, rule or regulation, pertaining to the ownership, occupation, or use of any lot hereby is declared to be a violation of this declaration and shall be subject to any and all of the enforcement procedures set forth in this declaration.

##### **C. NO REPRESENTATION OR WARRANTIES**

No representations or warranties of any kind, expressed or implied, shall be deemed to have been given or made by NMFI or its agent, employees, or committees in connection with any portion of the properties, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

##### **D. CAPTIONS FOR CONVENIENCE**

The titles, headings, captions, part and section numbers used in these restrictions are intended solely for convenience of reference and shall not be considered in construing any of the provisions of these restrictions. Unless the context otherwise requires, references herein to parts and sections are to parts and sections of these restrictions.

**E. GOVERNING LAWS**

These restrictions shall be construed and governed under the laws of the State of Texas, Harris County, and the City of Humble.

**F. NOTICES**

Any notice required to be sent to any owner under the provision of these restrictions shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as owner on the records of the NMFI at the time of such mailing.

**G. MULTIPLE COUNTERPARTS**

These restrictions may be executed in one or more counterparts which taken together shall constitute one instrument without the necessity of each party executing the same counterpart.

**XVI. BUDGET AND ANNUAL MAINTENANCE FEES**

The Northshire Maintenance Fund Inc. Trustee Board (NMFITB), elected annually by majority vote of qualified members of Northshire Sections 1 and 2, shall establish an Annual Budget planning for the expected costs of operation of the Fund in the coming year.

These expenses include, but are not limited to the following:

- Association management by a third party company whose primary responsibilities are deed restriction compliance, accounting and financial management services, provide day to day operation of the Association’s business, advise and assist the Board of Trustees.
- Garbage service for all homes in Section 1 and 2
- Legal Fees
- Crime Prevention expenses
- Clubhouse repair and maintenance including the parking lot, fencing, and lighting
- Park and common area maintenance including landscape and sprinkler systems
- Swimming pool maintenance, repair and operational services
- Utilities for the park, swimming pool and clubhouse
- Liability and casualty insurance for the buildings and assets of the NMFI
- Community events to be held during the year

ER 075-41-1073

Each residential lot in Northshire Sections 1 and 2 shall be subject to an Annual Maintenance Fee (AMF). The NMFITB shall be responsible for setting the AMF amount, using the annual budget to project expenses, as well as to build and maintain an appropriate reserve fund for unbudgeted expenditures.

The budget, along with the AMF amount for the following year will be presented at the Annual Meeting held on the third Tuesday of October at 8PM. AMF statements will be mailed to each homeowner during the first week of December and are due on January 1. On February 1 all unpaid AMFs will become Past Due. A one-time late fee will be assessed and monthly Interest Charges added until all charges on the account are paid in full. Anyone unable to pay the AMF on time should contact the management company as soon as possible after receiving their statement to set up a payment plan.

The NMFITB shall have the authority and responsibility to increase or decrease the AMF amount annually in order meet the community's needs and obligations.

## **XVII. STATE MANDATES**

NORTHSHIRE MAINTENANCE FUND, INC. REGULATION OF POLITICAL SIGNS, SOLAR PANELS, ALTERNATIVE ROOF SHINGLES, FLAGS & FLAGPOLES, RELIGIOUS ITEMS AND RAIN BARRELS

### **A. POLITICAL SIGNS**

To the extent required by Section 202.009 of the Texas Property Code, political sign(s), may be displayed, subject to the following regulations:

Political sign(s) may be displayed by a property owner or resident only on their own property. Display on common grounds owned by the Association is prohibited.

- 1) The number of signs is restricted to one per candidate or ballot item.
- 2) The maximum size of each sign shall be forty eight (48") inches by seventy two (72") inches.
- 3) All signs must be ground mounted. No sign may be attached in any way to plant material, a traffic control device, a trailer, a vehicle, or any other existing structure or object.
- 4) A sign may not be painted on any architectural surface.
- 5) A sign may not be accompanied by music or other sounds, balloons, lights, streamers, or otherwise in any way be distracting to motorists.
- 6) A sign may not be fashioned from or contain roofing materials, siding, paving materials, flora, or any other similar building, landscaping, or nonstandard decorative component.
- 7) A sign may not contain language, graphics, or any display that would be offensive to the ordinary person.
- 8) A sign may not threaten the public health or safety.
- 9) A sign may not violate a law.

- 10) A sign may not be displayed more than ninety (90) days prior to, nor more than ten (10) days after the date of the election to which each sign relates. The Association may require removal of any item(s) that do not conform to these regulations.

## **B. SOLAR ENERGY DEVICES**

To the extent required by Section 202.010 of the Texas Property Code, solar panels and other solar energy devices, as defined in Texas Tax Code Section 171.107, are permitted, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the NMFITB prior to installation of any solar panels or other solar energy devices (collectively "Solar Panels").
- 2) Solar Panels shall be located entirely on the property of the owner and not extend onto any other lot or commonly owned property
- 3) Solar Panels shall be located in a fenced yard or patio which is owned and maintained by the property owner OR on the roof of the house in a location approved by the NMFITB.
- 4) When mounted on a roof:
  - a. Solar Panels may not extend higher than or beyond the roofline.
  - b. The top edge of all Solar Panels shall be parallel to the roofline and shall conform to the slope of the roof.
  - c. Solar Panels shall not be visible from the front of the structure.
  - d. Solar Panel frames, support brackets, wiring and pipes shall be a silver, bronze, or black tone commonly available in the marketplace.
- 5) When located in a fenced yard or patio:
  - a. Solar Panels shall be lower than the fence line of the yard or patio.
  - b. Solar Panels shall not be visible from the street,

## **C. ROOFING MATERIALS**

To the extent required by Section 202.011 of the Texas Property Code, owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; OR that provide heating and cooling efficiencies greater than those provided by customary composite shingles; OR that provide solar generation capabilities (all collectively referred to as "Alternative Shingles"), subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the NMFITB prior to installation, alteration or modification of any roofing material.

- 2) Alternative Shingles shall resemble the shingles commonly used on properties governed by the Association.
- 3) Alternative Shingles shall be more durable than and of equal or superior quality to the shingles usually required by the Association.
- 4) Alternative Shingles shall match the aesthetics of the properties surrounding the owner's property.

**D. FLAGS, FLAGPOLES & LIGHTING**

To the extent required by Section 202.012 of the Texas Property Code, owners or residents are entitled to display a United States Flag, a Texas State Flag, or an official or replica flag of any branch of the United States Armed Forces ("Permitted Flags"), and to install a flagpole(s) on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the NMFITB prior to installation of any flagpole, whether structure mounted or free standing.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the areas governed by the Association.
- 5) Permitted Flags are limited in size to three feet (3') tall by five feet (5') wide
- 6) Flag(s) shall be displayed only from a pole attached to a structure OR a free-standing pole. A flagpole may not be attached to a tree or fence. Flags may not be draped over or directly attached to structures or any other object. For example, a flag may not be laid across a fence or affixed to a garage or door.
- 7) A flagpole attached to a structure shall be limited to two per lot, no more than 6 feet long, and shall be attached by a bracket with an angle of thirty to forty five (30-45) degrees down from vertical. The pole must be mounted on the front portion of the structure facing the street and in such a manner so as to not cause damage to the mounting surface. Brackets accommodating multiple poles are prohibited.
- 8) Freestanding flagpoles are limited to one per lot and shall not exceed twenty (20') feet in height (excluding any ornamental cap). Flagpoles shall be permanently installed in the ground according to the manufacturer's instructions.
- 9) A flagpole, whether attached to a dwelling or freestanding, shall be constructed of durable, long-lasting materials with a finish appropriate to

the material used in its construction, and harmonious with the dwelling. Freestanding flagpoles shall be commercially produced (not home-made), and shall not be constructed of wood or plastic.

- 10) Only one flag may be displayed on a flagpole attached to a structure. A maximum of two flags may be displayed on a freestanding flagpole that is twenty feet (20') tall.
- 11) Flags and flagpoles must be maintained in good condition. Those which are deteriorated or represent an unsafe condition shall be repaired or removed.
- 12) Flagpoles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise, any flagpole having an external halyard shall utilize vinyl or plastic snap hooks, snap hook covers, a rope secured around the flagpole with a flagpole clasp, or whatever other means are necessary to comply with this paragraph.
- 13) The flag display and flagpole shall conform to all setbacks, easements, and zoning ordinances.
- 14) Lighting may be installed to illuminate flag(s) if displayed at night. Flag lighting shall:
  - a) be approved in writing by the NMFITB prior to installation
  - b) be ground mounted in the vicinity of the flagpole OR be designated by the manufacturer as a Down Pole Lighting system.
  - c) utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover
  - d) point towards the center of the flag and face the main structure on the property or toward the center of the property if there is no structure
  - e) not create a nuisance for any other residence.
- 15) An owner shall place a flag, flagpole or flag lighting only on his own property and no other lot, property, or common area.
- 16) Flagpoles are permitted solely for the purpose of displaying Permitted Flags.

#### **E. RELIGIOUS ITEMS**

To the extent required by Section 202.018 of the Texas Property Code, owners or residents may permanently display religious items related to any faith that is motivated by a sincere religious belief or tradition. This section pertains only to permanent displays and is not meant to restrict or prohibit temporary seasonal displays. Displays are subject to the following regulations:

- 1) The item(s) cannot threaten public health or safety.
- 2) The item(s) cannot violate any law.

- 3) The item(s) cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The item(s) must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may require removal of any item that does not conform to these regulations.

#### **F. RAINWATER COLLECTION & COMPOSTING SYSTEMS**

To the extent required by Section 202.007(d) of the Texas Property Code, owners or residents shall be permitted to install Rainwater Recovery Barrels or Systems and/or a Composting Device or System (all collectively referred to as Barrels/Systems), subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the NMFITB prior to installation of any Barrels/Systems. Such request should state the type, size, color, materials, and proposed location. Additional information may also be required.
- 2) Barrels/Systems shall be located entirely on the property of the owner and not extend onto any other lot or commonly owned property.
- 3) Rainwater Barrels /System shall not be located between any frontage of the owner's home and an adjoining or adjacent street.
- 4) Rainwater Barrels/Systems visible from the street must be of a color that is consistent with the color scheme of the owner's home.
- 5) Rainwater Barrels/Systems shall not display any language or other graphic content that is not typically seen on commercially produced systems.
- 6) The Association may regulate the size, type, materials and manner of screening for Barrels/Systems that are visible from the street, another lot, or common area.
- 7) There must be sufficient area on the owner's property to install the proposed Barrels/System.
- 8) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Rain Barrels/Systems, such as tanks, barrels, filters, pumps, motors, pipes/conduit, and hoses must be substantially screened from public view, including any street or common area. Screening may be accomplished by an approved solid fence, structure or vegetation; burying the tanks/barrels; or by placing the equipment in an outbuilding.
- 9) A Rain Barrel may be placed in a location visible from a street or common area only if the configuration of the guttering system on the structure precludes screening as described above, and so long as:

- a) barrel does not exceed 55 gallons, and
  - b) barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
  - c) barrel is fully painted to blend with the adjacent home or vegetation, and
  - d) any hoses attached to the barrel discharge remain neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.
- 10) Overflow lines from Barrels/Systems must not be directed onto or adversely affect adjacent properties or common areas.
  - 11) Inlets, ports, vents and any other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited.
  - 12) Harvested water must be used and not allowed to become stagnant or a threat to public health.
  - 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused System in public view must be removed.
  - 14) Composting devices shall only be installed in a solid fenced yard or patio and not visible from any street or common area.

## **XVIII. ANNUAL MAINTENANCE FUNDS**

Each residential building plot shall be subject to an Annual Maintenance Charge at an initial rate of One hundred and No/100 (\$100.00) Dollars per year for the purposes of creating a fund to be known as NORTHSHIRE MAINTENANCE FUND and to be paid by the Owner of each building plot.

This charge shall be payable to the "NORTHSHIRE MAINTENANCE FUND, INC." a Texas non-profit corporation, annually, in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by Owners, against the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Owners, against the residential plot conveyed by any such deed, which lien shall be reserved in favor of "Northshire Maintenance Fund, Inc.", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be One Hundred and No/100 (\$100.00) Dollars per year; and such Maintenance Charge may be adjusted from year to year by Northshire Maintenance Fund, Inc., as the needs of the subdivision may require. The amount of the Maintenance Charge may be increased by the Board of Trustees to One Hundred Twenty and Ho/100 (\$120.00) Dollars per year by majority vote of the Trustees. Such increase or increases to One



Hundred Twenty and No/100 (\$120.00) Dollars per year shall be evidenced by an instrument duly executed and acknowledged by a majority of the Trustees and placed of record in the office of the County Clerk . Subsequent adjustment in the amount of the Maintenance Charge in excess of One Hundred Twenty and No/100 (\$120.00) Dollars per year shall be recommended by the Trustees to the Members, and shall become effective at such time as seventy-five (75%) per cent of the lots in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of ten (10%) per cent per annum.

The total fund accumulated from this Maintenance Charge, insofar as the same may be sufficient, shall be applied towards the payment of Maintenance Expenses incurred for any or all of the following purposes;

Lighting, improving and maintaining streets, parks, parkways, bridle paths and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; employing private policemen and watchmen/ and doing any other thing necessary or desirable in the opinion of the Trustees of Northshire Maintenance Fund, Inc., to

keep the property in the subdivision neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivison, It is understood that the judgment of the Trustees of Northshire Maintenance Fund, Inc., in the expenditure of said fund shall be final and conclusive so long as such judgment is exercised) in good faith.

The Trustees of Northshire Maintenance Fund, Inc., are authorized to borrow money, without personal liability on the part of the Trustees, for the purposes of the "Maintenance Fund" giving as security, funds then or in the future paid into the "Maintenance Fund."

The Maintenance Charge shall remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1990, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at least five (5) years prior to January 1, 1990, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

The initial Board of Trustees of Northshire Maintenance Fund, Inc., shall be composed of E. G. McMillan, Carl King and Adrian Kachel, who shall serve until January 1, 1975, unless all three

initial Trustees resign prior to that time. In case of the resignation, death or incapacity of less than all three initial Trustees, the remaining Trustee or Trustees may appoint a substitute Trustee or Trustees to serve the remainder of said term. The members of Northshire Maintenance Fund, Inc., shall be the owners of lots in Northshire, Section 1, or any future section of Northshire Subdivision. Each member shall be entitled to one vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1973, or sooner if all three initial Trustees resign, the members shall elect three Trustees annually at the meeting of members and such Trustees shall be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

-----END-----

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$116.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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