

DEED RESTRICTIONS

[VOL 827 PAGE 615]

326704

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

That Jo-Mar Development, Inc., the owner of 283.392 acres of land out of and a part of the William B. Jackson Survey, Abstract Number 293, Montgomery County, Texas, does hereby create the following set of restrictions in order to insure to all purchasers of said property that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of the owners, and accordingly, the following conditions, restrictions, and covenants are hereby established to be the covenants running with the land, binding upon all tracts and future purchasers of future owners of the above described tract of land. Each purchaser and future owner or party holding possession under such persons, agrees that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions, and covenants, as follows:

PART I

1. Each lot shall be used only for single family residence purposes, and no such residence shall be constructed on less than the equivalent of one full lot, except those areas designated as reserve areas.

2. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than exceed the main dwelling in height or number of stories.

3. No building or improvements of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by Jo-Mar or its assignee hereinafter provided for, as to compliance with these restrictions and as to quality of materials, harmony of external design with

existing and proposed structures, and as to location with respect to topography and finish grade elevation. In the event Jo-Mar fails to approve or disapprove within thirty (30) days after the receipt thereof, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

4. The living area of the main residential structure, exclusive of porches, garage, and servants quarters shall be not less than 1,200 square feet for a one-story dwelling nor less than 1,600 square feet for a two-story structure. Jo-Mar or its assignee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become a part of these restrictions.

5. Garages may be built attached to or separate from the dwelling proper. All buildings shall have either concrete slabs or solid beam foundations and no concrete block or brick pier foundation shall be used with void spaces between piers along front sides of unit. All buildings shall be constructed with brick covering at least fifty-one (51%) per cent of the outside area, except that at the sole option of Jo-Mar or its assignee, an exception may be made that would be in keeping with the over-all intentions of these restrictions. No building shall be erected off of the premises and moved into said Subdivision. That is, no other buildings shall be moved from other premises into said Subdivision and all buildings or units shall be constructed and erected on said premises. No garage or carport shall face and open to the street, unless the door is located one hundred (100') feet or more from the front lot line, except that at the sole option of Jo-Mar or its assignee, an exception may be made that would be in keeping with the overall intention of these restrictions.

6. 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 to be recorded plat.

No slab or foundation of any building (including garages) shall be located nearer than five (5') feet from the rear lot line of lots nor nearer than five (5') feet from any side lot line. Overhang of the walls and roofs of such building shall be permitted so long as such overhang does not extend out more than two (2') feet from the slab or foundation.

7. SEQUENCE OF BUILDING: No housing for garage, servant's quarters or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway which cannot last longer than one hundred eighty (180) days.

8. TEMPORARY STRUCTURES: No temporary structures such as a trailer, tent, shack, shed, a storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence.

9. WATER SUPPLY: Water for this Subdivision will be provided by distribution lines connected to the water system of North Country, its successors or assigns, and no water well shall be made, bored or drilled, not any type or kind of private system installed or used. **See Note.

*** In June of 1982 all homeowners were given the opportunity to decide which restrictions would be enforced through Association Maintenance funds; Part I, Section 9 involving the drilling of water wells was not upheld by a majority vote and therefore will not be enforced by Maintenance funds. However, individual homeowners may and can use their own resources to enforce this section.*

10. SANITARY SEWERS: No cesspool or other individual sewage system shall be constructed or used on any lot except a septic tank system approved by the state and county health officers. Use of outside toilets shall not be permitted under any circumstances. No affluent line shall be discharged into any drainage line or ditch. At such time, should developer furnish sanitary sewer lines adjacent to or connecting with said Subdivision, all property owners shall be and are hereby required to use such sanitary sewer facilities and to connect onto said sewer lines at the property owner's expense. At such time, the use of septic tanks will no longer be permitted. All sewer systems shall be approved by Jo-Mar and shall meet the requirements set by the State and County health officers.

11. **WALLS AND FENCES:** Wall and fences, if any, shall be no higher than six (6') feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot. **See Note.

*** In June of 1982 all homeowners were given the opportunity to decide which restrictions would be enforced through Association Maintenance funds; Part I, Section 11 specifying location of walls and fences was not upheld by a majority vote and therefore will not be enforced by Maintenance funds. However, individual homeowners may and can use their own resources to enforce this section.*

12. **NUISANCES:** No nuisance shall be maintained nor any noxious or offensive activity carried on upon any lot, building site or tract of land in this Subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

13. Easements for installation and maintenance of utilities are reserved as shown and provided for on the to be recorded plat, and no structure shall be erected on any of said easements. Neither Jo-Mar nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

14. **GARBAGE AND TRASH DISPOSAL:** Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. **YARD APPEARANCE:** All lots shall be kept at all times in a sanitary healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from the view of neighboring lots, streets, or other property. In the event of default on the part of

the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Jo-Mar or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the property owner, a vendor's lien is herein and hereby retained against the above described property in favor of Jo-Mar or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance or conveyance by Jo-Mar or not.

16. No sign, advertisement, billboard or advertising structure of any kind other than a normal "For Sale" sign of no more than five (5) square feet may be erected or maintained on any lot in said Subdivision. Jo-Mar or its assignee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said lots, and in so doing shall not be subject to any liability for trespass or other sort in connection therewith or arising from such removal.

17. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot.

18. **FIREARMS:** The use or discharge of any type of firearm is expressly prohibited on any part of the property.

19. No activity, whether for profit or not, shall be carried on any lot which is not related to single family residence purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

20. No structure of a temporary character, house trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. No boat or trailer shall be parked or stored on any driveway. Portable buildings used for accessory or storage purposes shall be limited to eight (8') feet in height and must be approved in accordance with paragraph (3), Part I of these Conditions, Covenants, and Restrictions. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

**NOTE: The below section was amended; see page [674]
for the revised Section 21. page 10**

~~21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other common household pets, provided they are not kept, bred, or maintained for commercial purposes. Owners of more than one (1) tract of land, that must equal one (1) acre, may keep two (2) horses provided these animals are properly stabled, maintained, does not create health nuisance, and fenced in an area no closer than ten (10') feet from the rear property line, nor closer than fifteen (15') feet from the side lot line.~~

PART II

1. These covenants are to run with the land, and shall be binding upon Jo-Mar and its successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands, and any part of same, for a period extending until January 1, 2000, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided, that no person or corporation shall be liable for breach of those covenants and restrictions except in respect to breaches occurring or committed during it,

his or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by and injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any said lots or by Jo-Mar or its successors or assigns, or by the Association collecting and administering the Community Services Charge.

3. Invalidation of one or more of these covenants, by judgement or court order or otherwise, shall in onwise affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. It is specifically provided that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein contained.

PART III

PERMANENT MAINTENANCE FUND. Each building site shall be subject to an annual maintenance charge at a rate not to exceed Five (\$5.00) Dollars per lot per month, but not to exceed Sixty (\$60.00) Dollars per year, for the purpose of creating a fund to be known as "Maintenance Fund" , which said charge shall by payable by each

building site owner to North Country Improvement Association annually in advance each year, commencing January 1st, 1974, to secure the payment of such maintenance charge, a Vendor's Lien shall be retained against the building sites, premises and improvements thereon in favor of North Country Improvement Association, its successors and assigns, and each Deed conveying a building site shall contain appropriate recitations imposing the Maintenance Charge and creating the Vendor's Lien. Such Maintenance Charge may be adjusted from year to year by North Country Improvement Association as the needs of the property may in its judgment require, but in no event shall such charge be raised above Five (\$5.00) Dollars per month, or Sixty (\$60.00) Dollars per year. North Country Improvement Association shall apply the total funds arising from such charge, so far as the same may be sufficient, towards the payment of expenses incurred for any and all of the following purposes: Constructing and maintaining parks, parkways, rights-of-way, easements, esplanades, and other public areas, payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting said property to which the Maintenance Charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Charge, caring for vacant lots, and doing any other thing necessary or desirable in the opinion of North Country Improvement Association, to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the property, it being understood that the judgement of North County Improvement Association in the expenditure of said funds shall be final and conclusive as long as such judgement is exercised in good faith. Such maintenance charge shall in any event remain in effect until January 1st, 2000, and shall automatically be extended thereafter for successive periods of ten (10) years each, provided, all building sites in the above described tract subject to Maintenance Charge may revoke the Maintenance Charge on either January 1st, 2000, 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 Montgomery County, Texas, at any time prior to January 1st, 2000, or at any successive ten (10) year period thereafter.

These restrictions are established for the protection of the residences of the above described property, consequently they must and will be enforced.

WITNESS OUR SIGNATURES AND SEAL OF JO-MAR DEVELOPMENT, INC., this the 27th day of June, A.D., 1973.

JO-MAR DEVELOPMENT, INC.

Charles E. Jones, Jr.

President

ATTEST:

Tom A. Martin

Secretary

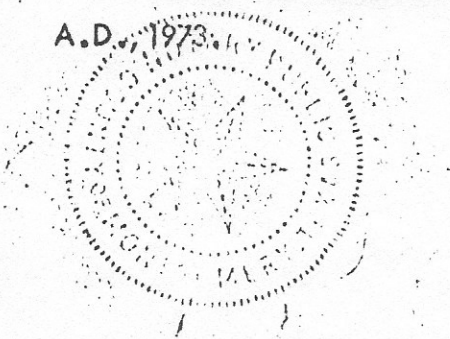
THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Charles E. Jones, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Jo-Mar Development, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of June,

A.D., 1973.



Dr. A. B. [Signature]

Notary Public in and for Montgomery County, Texas.

FILED FOR RECORD
AT 11 O'CLOCK A.M.

AUG 29 1973

ROY HARRIS, Clerk
County Court, Montgomery Co., TX.
By *[Signature]* Deputy

341829

AMENDMENT TO RESTRICTIONS OF NORTH COUNTRY

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

WHEREAS, heretofore on the 27th day of June, 1973, Jo-Mar Development, Inc., executed certain restrictions covering 283.39 acres of land out of the William B. Jackson Survey, Abstract No. 293, Montgomery County, Texas, platted as North Country; and,

WHEREAS, it is the desire of the undersigned to amend a portion of said restrictions;

NOW, THEREFORE, the restrictions of North Country, recorded in Volume 827, Page 615, Deed Records of Montgomery County, Texas, are hereby amended as follows:

PART I

21. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets, provided they are not kept, bred, or maintained for commercial purposes. Owners of Lots Nos. One (1) through Seventeen (17), inclusive, in Block No. Three (3); all perimeter lots; and all lots which have a creek or stream for the rear line, may keep a horse provided these animals are properly stabled, maintained, do not create a health nuisance, and fenced in an area no closer than ten feet (10') from the rear property line, nor closer than fifteen feet (15') from the side lot line. Each property owner must own at least one acre or more before horses will be allowed (i.e. - 2 lots or more).

WITNESS THE SIGNATURE AND SEAL OF JO-MAR DEVELOPMENT, INC., AND

OUR HANDS this the 1 day of JANUARY, A. D., 1974.

JO-MAR DEVELOPMENT, INC.

[Signature]
President

[Signature]

[Signature]

[Signature]

ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles E. Jones, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Jo-Mar Development, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of January, A. D., 1974.

Gay D. Patton
Notary Public in and for
Montgomery County, Texas.

FILED FOR RECORD
AT 2 O'CLOCK P M.

MAR 27 1974

ROY HARRIS, Clerk
County Court Montgomery Co., Tex.
By [Signature] Depu

THE STATE OF TEXAS 0
COUNTY OF MONTGOMERY 0

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the