

RESTRICTIONS FOR NORTHWOODS
A SUBDIVISION LOCATED IN SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF SAN JACINTO §

WHEREAS, Albert B. Moorhead, a resident of Montgomery County, Texas, hereinafter called Grantor, is the owner of the following described property, to-wit:

BEING Northwoods, Section I, a subdivision located in the William Morris Survey, Abstract No. 38, in San Jacinto County, Texas, according to the map or plat of said subdivision duly of record in the office of the County Clerk of San Jacinto County, Texas, under File No. 344, which plat was recorded on March 22, 1965.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the above described property is held and shall hereafter be conveyed, subject to the covenants, conditions, stipulations, easements, and restrictions, as hereinafter set forth, which are adopted for the purpose of insuring maximum uniform development of the above described property as a Subdivision, and for the purpose of protecting the financial investment of the purchasers of property in said subdivision, and for the purpose of protecting the appearance of said subdivision, and for the purpose of affording maximum sanitation measures, as follows, to-wit:

1. All lots shall be devoted to and used exclusively for single family residence purposes only. No building or improvement shall be constructed or permitted to be constructed on any lot except as such as are suitable for and designed and intended to be used as a place or places of residence with the necessary out-buildings required in connection with residences located on said premises and then, only if the building plans pertaining thereto, and specifications, and a plan showing the location of the structure upon the lot have been approved by the subdivider, Albert B. Moorhead, or Wanda B. Moorhead, or their successors or assigns. No fence or wall shall be erected, placed or altered on any residential lot unless similarly approved.

2. Residences constructed shall be of new construction, and shall contain not less than 600 square feet of floor space, exclusive of open porches and garages.

3. No building shall be located on any residential lot nearer than 20 feet to the front lot line, and no building shall be located nearer than 5 feet to an interior or side lot line. Corner lots shall be deemed to front on the street having the least frontage.

4. No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently.

6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

7. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewerage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Health Officer of San Jacinto County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch, or any lake either directly or indirectly, is strictly prohibited.

8. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be a minimum of 12 inch diameter pipe culvert. Culverts must be used for driveways and walks.

9. Property owners in this subdivision shall at all times keep all weeds and grass thereon out in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash, or rubbish of any kind thereon.

10. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five feet square advertising the property for sale or signs used by a builder to advertise the property during the construction and sales.

11. The removal of dirt from any lot is expressly prohibited except when necessary in conjunction with the landscaping of such lot or in conjunction with construction on said lot.

12. All residences and other buildings must be kept in good repair, and must be painted when constructed with at least two coats of good quality exterior paint and must be maintained in a condition to preserve the attractiveness thereof.

13. No lot shall be re-subdivided.

14. These restrictions do not apply to the Reserve Areas marked on the subdivision plat, and the subdivider and developer reserves the right to re-subdivide and to re-restrict said areas and reserves the right to designate said areas or portions thereof as commercial property.

15. The areas designated as Park Areas are dedicated as such for the use and benefit of all property owners.

16. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years each, unless an agreement signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

17. If any person or persons shall violate or shall attempt to violate any of the restrictions and covenants set forth in the foregoing paragraphs, it shall be lawful for any persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the persons or person violating or attempting to violate any such restriction or covenant, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of said covenants or restrictions by judgment of a Court of competent jurisdiction or otherwise shall in no way affect any of the other restrictions and covenants or any other parts of the restrictions and covenants which shall remain in full force and effect.

18. The subdivider and developer reserves the right for himself to choose a lot or lots for the purpose of erecting a sales office and conducting business therefrom, for such time and until such time as all lots in said subdivision have been sold.

Any and all conveyances by Albert B. Moorhead of any lot in said subdivision (other than the Reserve Areas, as mentioned above) shall be subject to all of the foregoing covenants, conditions, stipulations and restrictions set forth above and all easements and restrictions shown on the recorded plat of said subdivision and contained in the dedication thereof.

EXECUTED this the _____ day of _____ A.D. 1966.

ALBERT B. MOORHEAD

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 ALBERT B. MOORHEAD known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 1966.

Notary Public in and for Montgomery County, Texas