

7946346

DECLARATION OF RESTRICTIONS  
FOR  
COUNTRY VILLAGE, SECTION I

DEEDS

STATE OF TEXAS )  
COUNTY OF MONTGOMERY ) KNOW ALL MEN BY THESE PRESENTS:

THAT COUNTRY VILLAGE, a development of COCHRAN DEVELOPMENT CORPORATION, a Texas corporation, sometimes hereinafter referred to as "Developer", being the agent of the owner, William S. Cochran, III, of a tract of land containing 493.002 acres of land out of portions of the R. J. Goss Survey, A-719, the Charles Stephens Survey, A-483, the T. & N. O. R.R. Company No. 7 Survey, A-572, and the Thomas Waring Survey, A-608, in Montgomery County, Texas, and having platted said land into a residential and recreational subdivision to be known as Country Village, Section I, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Country Village, Section I, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Country Village, Section I, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. A map of said Country Village, Section I, approved as required by law, has been filed for record in the Deed Records of the County Clerk of Montgomery County, Texas, on the 18th day of DECEMBER, 1979, under Clerk's File No. 7946345. It is the intention of Developer that Country Village shall be maintained as a residential and recreational subdivision in which the owners of the various tracts or lots may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

EXECUTED this 6th day of December, 1979.

*William S. Cochran III*  
William S. Cochran, III, President  
COCHRAN DEVELOPMENT CORPORATION

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, President of COCHRAN DEVELOPMENT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of COCHRAN DEVELOPMENT CORPORATION, a Texas corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office on the 6th day of December, 1979.



*Linda J. G... ..*  
Notary Public in and for  
Harris County, TEXAS

LINDA J. G... ..  
Notary Public in Harris County, Texas  
My Commission Expires January 13, 1980  
Bonded by Alexander Lovell, Lawyers Surety Corp.

EXHIBIT A TO DECLARATION OF RESTRICTIONS  
FOR  
COUNTRY VILLAGE, SECTION I

All that tract or parcel of land situated in Montgomery County, Texas, out of the Charles Stephens Survey, A-483 and the Thomas Waring Survey, A-608, and being a portion of the tract called 1500 acres in a deed dated July 6, 1976, recorded in Volume 944, Page 41 and also dated August 3, 1976, recorded in Volume 947, Page 323, Montgomery County, Texas Deed Records, more particularly described as follows:

BEGINNING at a concrete monument at the Southwest corner of the R. J. Goss Survey, A-719, and the Southeast corner of the T. & N. O. Railroad Company Survey, A-566, and in the North line of the Charles Stephens Survey, A-483;

THENCE with said North line of the Charles Stephens Survey, A-483 South 87° 52' 16" East, 4139.40 feet to an old pipe at the Southwest corner of the J. M. Cooper Survey, A-717;

THENCE with the South line of said J. M. Cooper Survey as fenced South 87° 54' 50" East, 1319.24 feet;

South 88° 07' 45" East, 159.28 feet;

South 87° 51' 36" East, 820.80 feet to an iron pin in the West line of the Thomas Waring Survey, A-608;

THENCE with said West line of the Thomas Waring Survey North 2° 51' East, 567.53 feet;

North 1° 55' 13" East, 615.62 feet to an iron pin and fence corner at the Northwest corner of said Thomas Waring Survey;

THENCE with the North line of said Thomas Waring Survey South 86° 48' East, 139.35 feet to an iron pin;

THENCE South 2° 19' 20" West, 3700.94 feet to an iron pin in the North line of the Charles Stephens Survey, A-482;

THENCE with the North line of said Charles Stephens Survey, A-482 and the South line of the Charles Stephens Survey, A-483 North 87° 51' 18" West, 7314.00 feet to a tree used as a fence corner;

THENCE along the North line of the John Graham Survey, A-733 and the South line of the Charles Stephens Survey, A-483 North 88° 02' 50" West, 1170.81 feet to an iron pin and fence corner at the Southeast corner of the Reuben Copeland Survey, A-671;

THENCE with the East line of said Reuben Copeland Survey as fenced on the ground North 2° 15' 47" East, 174.99 feet;

North 2° 42' 34" East, 155.06 feet;

North 2° 26' 20" East, 169.91 feet;

North 2° 36' 05" East, 190.57 feet;

North 2° 19' 20" East, 214.95 feet;

North 2° 47' East, 270.28 feet;

North 2° 30' 15" East, 361.22 feet;

North 2° 12' 10" East, 597.21 feet to an iron pin in the Southeast line of a public road;

THENCE with said road line North 22° 57' East, 192.43 feet;

North 17° 24' 30" East, 97.70 feet;

North 17° 01' East, 43.50 feet;

North 15° 21' East, 48.86 feet to an iron pin in the South line of the Reuben Copeland Survey, A-671 and the North line of the Charles Stephens Survey, A-483;

THENCE with said North survey line of the Charles Stephens Survey, A-483 South 88° 35' 40" East, 1786.57 feet to the point or place of beginning containing 493.002 acres of land.

EXHIBIT B TO DECLARATION OF RESTRICTIONS  
FOR  
COUNTRY VILLAGE, SECTION I  
ORGANIZATION

1. PROPERTY OWNERS ASSOCIATION

There is hereby created the Country Village Property Owners Association, hereinafter called "Association", for the purpose of protecting and promoting the residential and recreational environment of all of Country Village through maintenance and enforcement of the property restrictions adopted for each Section of the Subdivision. The Association shall consist of all the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent Sections of said Country Village with the owner of each lot being entitled to one (1) vote per lot contained within the subdivision. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, the initial Board of Directors shall be William S. Cochran, III, P. J. Onisiforou, and Kelly R. Kaluza, and shall assume and retain control of the Property Owners Association until that point in time when seventy-five percent (75%) of all lots within the entire subdivision have been conveyed by Developer, subject however, Owner shall be entitled to three (3) votes per lot contained within the subdivision which have not been conveyed. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Country Village to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Country Village in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance charges collected, which records shall be available for inspection by any lot owner in Country Village at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the residential and recreational environment of Country Village, through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors shall also be known as the Building Control Committee (hereinafter elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

### 3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Country Village, until two (2) sets of the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity and harmony with the external features of existing structures in Country Village, and as to location of the building and improvements with respect to topography and finished grade elevation. A majority of the Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction under such plans and specifications has commenced prior to the completion of the improvements, approval will not be required and the provisions of this paragraph shall be deemed to have been fully satisfied. The Committee, at its sole discretion is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing.

The Committee shall also have the right and duty to enforce these conditions, covenants, assessments, protective provisions, and restrictions in any court of law or equity having jurisdiction to hear such action.

The Committee is to approve or disapprove plans and perform such functions as hereinabove and hereinafter provided. The Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control and may delegate to such architect or architects such portion of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

Grantor, Developer and the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner of any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions except as expressly set forth herein. No approval of plans and specifications shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or residence foundation. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or residence foundation will be built in a good workmanlike manner. The acceptance of a deed to a residential and recreational lot in the subdivision, shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

### 4. MAINTENANCE

Each tract sold by Developer shall NOT be subject to an annual maintenance charge; however, at such time as the Board of Directors of the Association shall decide that maintenance expenses are necessary for the maintenance and improvement of the property in Country Village, there shall be charged to the property owners a reasonable and necessary amount to cover expenses incurred for any or all of the following purposes: enforcement and administration of the maintenance funds; enforcement of all covenants and restrictions by the Building Control Committee; and doing any other things necessary or desirable in the opinion of the Board of Directors of the Association to keep, maintain and improve the Country Village, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Board of Directors of the Association in expenditure of such funds shall be final as long as such judgment is exercised in good faith. Any maintenance charge shall be collected by the Board of Directors of the Association, its successors and assigns annually.

Any contingent 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 the owners of a majority of the acreage in the tracts covered by this instrument may revoke such contingent maintenance charge on either January 1, 1990, or at the end of any successive ten-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, Montgomery County, Texas, at any time prior to January 1, 1990, or at any time prior to the expiration of any ten-year period thereafter.

EXHIBIT C TO DECLARATION OF RESTRICTIONS  
FOR  
COUNTRY VILLAGE, SECTION I  
RESTRICTIONS

1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Country Village, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Country Village. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

ALL MOBILE HOMES AND TRAILER HOUSES ARE ABSOLUTELY FORBIDDEN TO BE LOCATED ON THE LAND AT ANY TIME, except as permitted in Paragraph 6 of this exhibit.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand eight hundred (1,800) square feet of floor area, exclusive of porches, and garages. All residential and recreational dwellings shall have a concrete foundation, pier and beam foundation, or foundation built of materials and by a method approved in writing by the Building Control Committee. All residential and recreational dwellings shall be equipped with fresh water well or in the event of construction by Owner or Developer of an underground water system, connection to such underground water system, and septic tank connections in accordance with County minimum requirements, and exterior walls of all residential and recreational dwellings shall be completed with a suitable grade of metal, asbestos, wood, brick, or masonry siding so as to present a suitable appearance, provided however, that the Committee has the authority in its sole discretion to approve residential and recreational construction utilizing other siding materials, where, in its judgment, such deviation will result in a structure of suitable appearance. Such approval must be granted in writing, and when given, will become a part of these restrictions. All roofs on any residential or recreational dwelling shall be constructed and maintained with wood shingles, composition shingles, or aluminum shingles. Roofing of tool sheds, garages, carports and animal shelters may be made of any suitable material, subject however, to the approval of the Committee.

#### 4. BUILDING LOCATION

No residential or recreational dwelling, or any other building, shall be located on any tract within sixty (60) feet of the road frontage of the tract or within twenty (20) feet of the sidelot property line. Any deviation from this restrictive covenant must be approved in writing by the Building Control Committee.

#### 5. CONSTRUCTION AND COMPLETION

Once construction has been initiated, a lot owner or builder shall have a maximum of one (1) year to complete the exterior of a dwelling. Written approval of the Committee shall be required before any single family dwelling, whether residential or recreational, may be occupied prior to the entire completion of the exterior of such dwelling including all additions or expansions. Entire completion additionally shall include but not be limited to removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards set by the Association.

#### 6. RECREATIONAL VEHICLES AND SHELTERS

Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and hunting trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreational, but not for residential purposes. A trailer, motor home, tent or other camping shelter shall be deemed to be in use for residential purposes if the same remains in a fixed spot upon the land in excess of fifteen (15) days.

#### 7. TEMPORARY STRUCTURES

No building materials or temporary building of any kind or character including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building(s) 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 streets; and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

#### 8. FENCES

No fence shall be constructed within sixty (60') feet of any road frontage on any tract. The minimum type fence accepted shall be a four-wire fence with four-inch top posts, such posts being a maximum of ten (10) feet apart and all corners shall be properly guy-wired and braced. Corner posts shall be six inch top posts. No fence shall be constructed of what is commonly known as "chicken wire".

#### 9. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential or recreational tract without the consent in writing of the Committee, except one (1) sign not more than forty-eight (48) inches square, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by Developer. Developer or members of the Committee shall have the right to remove any such sign, advertisement or billboard, or structure which is placed on any tract in violation of these restrictions, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.



**10. LIVESTOCK AND POULTRY**

Dogs, cats, and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract.

**11. NUISANCES**

No noxious, offensive, dangerous or noisy activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said lot is located. Lots shall be kept clean and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of Developer or the Association. Developer or the Association shall have the right, after seven days' written notice to the owner of a lot, to remove from such lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the lot owner for all reasonable costs thereby incurred.

**12. GARBAGE AND REFUSE DISPOSAL**

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

**13. REMOVAL OF DIRT AND OTHER MINERALS/DRILLING AND EXCAVATION**

No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any lot by any purchaser, grantee, or lessee of any purchaser or grantee. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without permission in writing from the Committee.

**14. WATER AND SEWAGE DISPOSAL SYSTEMS**

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

**15. ABANDONED OR JUNKED MOTOR VEHICLES**

No tract shall be used as a depository for abandoned or junked motor vehicles. An abandoned motor vehicle is one without a current state inspection sticker. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailer, or the like, shall be kept on any lot other than in a garage, or other structure approved by the Committee.

**16. HUNTING**

Absolutely no hunting, nor the discharging of any firearms, shall be allowed on Country Village.

**17. STORAGE**

No lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any lot as residential or recreational property.

**18. STRUCTURES ON EASEMENTS**

No structure, planting or other material shall be placed or permitted to remain within the easements of record in Montgomery County, Texas, to which Country Village is subject, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which Developer, a public authority or utility company is responsible. Grantor expressly reserves the right to use utility easements dedicated to the public as shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public or private utility purposes, including systems for utilization of services resulting from advances in science and technology.

**19. SEWAGE FACILITIES**

All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications as set out in the guidelines prepared by the health department adopted November 30, 1977, a copy of which shall be available at the office of Developer and the Association, and no outside or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functioning before any residence is occupied.

**20. UNSOLD LOTS**

Notwithstanding anything to the contrary herein, Developer reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office locating and the right to place a sign or signs on any unsold lot or lots.

**21. INTERPRETATION**

In the event of any dispute over the proper interpretation of any of the provisions of this declaration, the determination of the Developer shall be final and binding on all interested persons.

**22. GENERAL APPEARANCE**

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

EXHIBIT D TO DECLARATION OF RESTRICTIONS  
FOR  
COUNTRY VILLAGE, SECTION I  
ADMINISTRATION

1. TERM

These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all owners of tracts in Country Village, and all persons claiming under them until January 1, 1990, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority in votes of the then owners of tracts in Country Village, is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part with the purchaser of each tract being entitled to one (1) vote and Owner being entitled to three (3) votes for each un conveyed tract.

2. AMENDMENT AND EXEMPTION

Developer, its successors and those to whom this right is expressly assigned, shall have the right and power to modify or eliminate entirely the foregoing restrictions by recorded instrument with respect to any portion of Country Village, or any tract thereof, before Developer shall have conveyed title thereto, however, any such amendment or elimination shall not be held to destroy the validity or enforceability of the restrictions upon the tracts previously conveyed by Developer. Developer, its successors and those to whom this right is expressly assigned, shall have the power to exempt any tract from the foregoing restrictions or any part thereof by express recital in the initial conveyance of such tract by Developer, or subsequent to conveyance, by special letter agreement to the contrary, from the Committee with respect to each tract of the property.

3. ENFORCEMENT

The covenants, reservations, easements, and restrictions set out herein are for the benefit of Grantor and of Developer, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of any tract or tracts in Country Village, and his heirs, executors, administrators, and assigns, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties, by and through the Association and the Committee as elsewhere herein provided.

4. SEVERABILITY

The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

FILED FOR RECORD

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NOTARY PUBLIC  
MONTGOMERY COUNTY TEXAS

*Marie Kuehling*  
NOTARY