



5. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the constructions plans and specifications and a plot plan showing the location of the structure, and complete plan of septic system showing relation to lot lines and water lines and have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part III hereof. Septic systems will be allowed only as a temporary measure until sewerage system is available and permits must be obtained from proper authority.

6. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Cecil Sandstrum, Jr., Dave Cabiness, and Mildred Senn. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

7. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. Each applicant must submit two (2) complete sets of plans and specifications to the committee for approval.

## PART II

1. LAND USE: No lot, building site, or tract shall be used except for residential purposes nor may any lot or portion thereof be used for a road, public or private. All houses or buildings shall be constructed of new materials specifically disallowing the moving in and placing of pre-constructed houses of any kind or character, upon any lot or tract herein. All parts of said subdivision are hereby designated as a residential area save and except those areas as designated as a reserve area. Reserve areas shall be for the express use of property owners of said subdivision and may be used for the purpose of providing tennis courts, swimming pool, and recreation parks. No use shall be made of any reserve area for any other purpose except for the purpose of constructing recreational facilities.

2. EASEMENTS: Easements as shown are called for on the official plat of said subdivision have been dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents of this subdivision. Ground easements are drawn and marked on the survey. Any facilities such as storm sewers, water mains, sanitary sewers, gas mains, electrical power lines and telephone lines will be installed upon easements as dedicated. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation or political unit having due and legal authority to install, own and operate such systems, and no right of ownership therein, or of any part thereof, shall pass to any owner of real property in this subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation and maintenance.

3. BUILDING SITES: A building site consists of one lot, or one or more lots.

4. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of no more than one single-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one single-family dwelling together with housing space for usual family requirements, such as garage, household laundry, storage or servant's quarters. Every single family dwelling must contain a two car enclosed garage.

The covered part of the dwelling proper, exclusive of porches, garages and servant's quarter, in one story dwelling, will contain a minimum of 1400 square feet of living area, porches and garages are exclusive of living area.

No building shall be erected off of the premises and moved onto said subdivision. That is, no other building shall be moved from other premises into this-subdivision and all buildings or units shall be constructed and erected on said premises.

5. BUILDING LOCATION ON SITE: For these purposes, porches, stoops, bays and covered areas are considered a part of the building. The building lines which all dwelling and buildings must be built within are as follows:

- FRONT LINE: Meaning side abutting street. No construction nearer than 40 feet, nor further back than 60 feet from front line.
- SIDE LINE: No structure nearer than 20 feet from side line.
- BACK LINE: No part of the permanent dwelling shall be placed nearer than 60 feet from back line.

Where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations, and eaces, shall be at the owner's risk. All residences shall be erected with the front thereof facing the street. The Architectural Control Committee created by Part I paragraph five, herein reserves the right to waive or alter the requirements of this paragraph, if in their sole discretion it is deemed advisable.

6. SEQUENCE OF BUILDING: No housing for garage, servant's quarter, or other service function of the dwelling establishment shall be erected or placed upon building site until construction of the dwelling proepr has been started and is actually under way. All building under construction must be completed within one year after the acturl start of construction.

7. TEMPORARY STRUCTURES AND UTILITY BUILDINGS: No temporary building or structure will be erected on any lot in this subdivision prior to the construction of a dwelling, as per these restrictions and approved by th architectural committee. No temporary structure such as a trailer, tent shack, shed, storage room or garage shall be used at any time on any building site in this subdivision as either temporary or permanent residence.

8. SEPTIC TANKS: All residences will use septic tanks for sewage disposal. All septic tand installation shall be within County Health Department specifications.

9. WALLS, FENCES AND HEDGES: Must be approved by the Architectural Control Committee and shall be no higher than six feet above the ground, shall be no closer to front street property lines than the front of the dwelling located on said lot and no closer than ten (10) feet to the side street (if corner lot). All outside T.V. antennas must be approved by Architectural Control Committee. No outside clothes lines are permitted.

10. All driveways must be concrete. The Architectural Control Committe created by Part I, paragraph five, herein reserves the right to waive or alter the requirements of this paragraph if in thier sole discretion it is deemed advisable.

11. NUISANCES: No nuisance shall be maintained nor any noxious or offensive activity carried out on any lot, building site or tract of land in this subdivision; not shall any thing be done thereon which may or might become a nuisance to the neighborhood.

12. GARBAGE AND TRASH DISPOSAL: No garbage or trash or other refuse accumulated in this subdivision shall be permitted to be dumped at any

place upon adjoining land where a nuisance to any residence 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.

13. ON THE STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonable regular use.

14. SIGNS: No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this addition, except for builders signs during construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

15. PETS, POLTRY AND LIVESTOCK: No animals of any kind, livestock, or poltry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. On any tract more than 1.5 acres property owners will be allowed two (2) horses, or one (1) cow.

16. DRAINAGE: Natural drainage of streets, lots or roadway ditches will be impaired by any person or persons. Driveway culverts will be eighteen (18) inch reinforced concrete. The Architectural Control Committee created by part I, paragraph 5 herein reserves the right to waive or alter the requirements of this paragraph if in their sole discretion it is deemed advisable.

### PART III

1. MAINTENANCE FUND: A maintenance fund with a governing body, as will be created by virtue of these covenants contained hereinafter will have the authority to employ laborers to keep all roadways, reserve areas, recreational facilities, subdivision entrance and any other common facilities, clean and in good repair. All roadways and lots not built on shall be mowed as frequently as required to maintain a trim appearance.

2. ASSESSMENTS FOR MAINTAINANCE: All lots sold in this subdivision are subject to a monthly levy of \$10.00 per month per lot for maintenance of streets and recreational facilities. This fee may be levied at the option of THE PLANTATION to a board of governors or directors elected by a property owners association. Any such funds collected must be expended on maintenance as above stated and a semi-annual report made to the property owners in this development at the address registered by property owners with THE PLANTATION or said directors or governors. Mailing of such reports to the last known address of each property owner will constitute compliance with regards to this requirement.

The amount of levy may be raised or lowered by a majority vote of the property owners at an election called by The Plantation Property Owners Association.

Failure of a property owner to pay this levy will constitute a lien on the property so owned and owner will forfeit the privilege of use of any and all of the available facilities in this subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of One Dollar (\$1.00) per month for term of delinquency.

3. DELINQUENT ASSESSMENTS: Any owner being 30 days delinquent in the payment of any assessment, plus any penalties and cost. Such lien shall remain in effect until all past due assessments, penalties and costs have been paid or satisfied.

4. ENFORCEMENT OF LIENS: Each lien established by the authority pursuant to the provisions of this instrument, by recording with the County Clerk of Montgomery County a notice of delinquency and lien upon subject property may be foreclosed, as and in the same manner as is provided for the foreclosure of a mortgage upon real property under the laws of the State of Texas just as though said authority has retained a vendor's lien and possessed a deed of trust and not against said property. In any action to foreclose such lien, the authority shall be entitled to cost, including attorney's fees, and other allowed cost and penalties.

5. RESERVATION OF LIENS: The authority does hereby reserve unto itself, establish and impose a lien, thereby securing each assessment imposed or to be imposed or in any way provided for herein, together with any cost, interest or penalties against all the property covered in this instrument subject only to any limitations and/or provisions in this foreclosure sale.

6. SUBORDINATION TO MORTGAGE: Each and every assessment and lien, together with any cost, penalties or interest, established, reserved or imposed under this instrument and authority shall be subordinate to any valid bonafide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner covered by this instrument and authority. Any subsequent owner of any property so covered purchased at foreclosure shall be bound by restrictions, conditions, covenants, reservations, assessments and liens set out in this instrument, not including, however, any assessment or lien arising prior to the foreclosure sale.

7. EXCLUSION OF DEVELOPER: The Developer of THE PLANTATION will sell to purchasers properties within said subdivision. It is specifically stated and agreed that if one or more lots, tracts or parcels of land are sold to any purchaser by Developer, by contract for deed, or deed with lien and note or other instrument and purchaser defaults in payment of said lien in any manner, such as failure to pay principal, interest, taxes, insurance or assessments set out hereunder and said property be repossessed, or such contract cancelled by Developer, or any assignee of Developer's right title and interest in any such lien or contract, then Developer or said assignee, will not be required to pay to the authority any delinquent or past due assessments or penalties and any liens for non-payment of same filed by said authority will be released as regards such property; however, this stipulation does not by any means relieve the purchaser in default who failed to pay such assessments levied and/or penalties and cost, and from whom said property was repossessed, of his personal liability to pay such delinquent funds, through such delinquency will be attached to such property as a lien in this instance.

8. RULES GOVERNING USE OF FACILITIES: Rules and regulations governing the use of recreational facilities in this development will be made and enforced by THE PLANTATION. The property owners in this subdivision will organize a property owners association with a charter and by-laws having their purpose clearly set forth. Said association under the authority to be assigned to them by THE PLANTATION as per these covenants will elect a board of directors or governors according to their by-laws who will administer funds and govern said association. Upon satisfaction of Developer that said association in properly organized for the benefit of the property owners then THE PLANTATION at said THE PLANTATION option will convey unto the association all of community facilities in the development and assign to them the authority to collect and administer the funds as set forth herein.

9. CREATION OF PROPERTY OWNERS ASSOCIATION: The property owners in this subdivision will organize a property owners association with a charter and by-laws having their purpose clearly set forth. Said association under the authority to be assigned to them by THE PLANTATION as per these covenants will elect a board of directors or governors according to their by-laws who will administer funds and govern said association. Upon satisfaction of Developer that said association is properly organized for the benefit of the property owners then THE PLANTATION as said THE PLANTATION option will convey unto the association all of community facilities in the development and assign to them the authority to collect and administer the funds as set forth herein. The developer will maintain control of the maintenance fund and be responsible for maintenance until the subdivisor is 75% sold at which time he will relinquish control to the Property Owners Association.

PART IV

1. TRAFFIC LAW: Notwithstanding the fact that all roads and streets in this subdivision are dedicated not unto the public, but only to the property owners in THE PLANTATION SUBDIVISION, it is hereby stipulated that the Commissioners Court will have the full authority to establish speed limits or other traffic rules or law, and penalties for violation thereof upon the streets of this development and the law enforcement officers of the County of Montgomery or of the State of Texas or any other official body having such authority, may enter upon this subdivision to enforce the speed limits as set by the Montgomery County Commissioners Court, just as though said roadways were public.

2. PUBLIC LAW: Notwithstanding the fact that all commons in this subdivision are private and dedicated only unto the property owners within the subdivision of THE PLANTATION for all purposes just as though the whole subdivision dedicated unto the public, and every law enforcement officer will have the same rights, privileges and duties within the boundaries of this subdivision as he would in any subdivision whereby the streets and other commons and facilities were dedicated to the public.

3. RIGHT OF STREET DEDICATION: Notwithstanding the fact that all streets within this subdivision are dedicated to the property owners are not public streets and are not dedicated to the county or any other body politic, it is hereby stipulated that after five years from date should the owners of 75% of the lots in every section of the subdivision THE PLANTATION so desire execute a petition to the County Commissioners Court, petitioning such court to accept said streets as county roadways and should such court accept said streets and agree to maintain same, then said streets shall cease to be private roadways.

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand(s), this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE PLANTATION

*[Signature]*  
Gerald Sandstrum, Jr.  
Owner and Developer

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
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 Montgomery County, Texas.

NOV 11 1982

*[Signature]*  
Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

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*[Signature]*  
Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS