8140427

# DECLARATION OF DEED RESTRICTIONS

FOR

## MT. PLEASANT VILLAGE

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY )

WHEREAS, LAKE CONROE PROPERTIES, INC., a Texas corporation, herein referred to as "Developer" is the owner of the following tract of land in Montgomery County, Texas, to-wit:

Mt. Pleasant Village, a subdivision in Montgomery County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein.

WHEREAS, Developer has subdivided such Property into lots to be sold for residential purposes, such subdivision being recorded under the name of Mt. Pleasant Village, in Cabinet \_\_\_\_\_, Sheet \_\_\_\_\_, Map Records of Montgomery County, Texas; and,

WHEREAS, the Developer desires that each lot out of the Property shall be subject to the covenants, conditions and restrictions herein contained.

NOW, THEREFORE, LAKE CONROE PROPERTIES, INC., the owner of the Property herein described, does hereby set forth the following covenants, conditions and restrictions applicable to the above described real property.

## ARTICLE I

# Definitions

Section 1. "Association" shall mean and refer to Mt. Pleasant Village Homeowners' Association, a Texas non-profit corporation, to be formed as hereafter provided.

Section 2. "Owner" shall mean and refer to the record owner of a lot of Mt. Pleasant Village, a recorded subdivision in Montgomery County, Texas, being out of and a part of the above described Property.

Section 3. "Developer" shall mean and refer to Lake Conroe Properties, Inc., a Texas corporation.

Section 4. "Lot" shall refer to and mean a lot out of and a part of the said Mt. Pleasant Village, a recorded subdivision in Montgomery County, Texas.

Section 5. "Subdivision" shall refer to and mean Mt. Pleasant Village, a recorded subdivision located out of and a part of the above described Property.

# ARTICLE II

# Property Owners Association

There is hereby created the Mt. Pleasant Village Property Owners Association, hereinafter called "Association", for the purpose of protecting and promoting the residential and recreational environment

٠٠٠٠

# 099-01-0003

of all Mt. Pleasant 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 Mt. Pleasant Village with the owner of each tract being entitled to one (1) vote per lot. The Association shall act by and through a Committee 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 committee shall be Patrick N. Morgan and Scott Morgan. The initial Committee shall assume and retain control of the Property Owners Association until that point in time when, in the opinion of the Committee, the best interests of all property owners in Mt. Pleasant Village shall be served by having a different Committee. If any member of the initial Committee dies, resigns, or becomes unable to act the other members of the initial Committee are authorized to appoint a new member to serve.

The committee shall perform the following functions:

- 1. Act as representatives of all of the property owners in Mt. Pleasant Village to insure against depreciation of property values.
- 2. Collect and expend, in the interest of the subdivision as a whole, the maintenance charges hereinafter created.
- 3. Enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinafter.
- 4. Approve or reject plans and specifications for improvements to be erected in Mt. Pleasant Village in the manner set out hereinafter.
- 5. Keep financial records with respect to maintenance charges collected, which records shall be available for inspection by any lot owner in Mt. Pleasant Village at all reasonable times; and
- 6. Do all other acts necessary to preserve, protect and promote the recreational and residential environment of Mt. Pleasant Village, through maintenance and enforcement of the property restrictions.

# ARTICLE III

# Building Control Committee

The Committee 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.

# ARTICLE IV

# Duties of the Building Control Committee

No improvement shall be erected, placed or altered on Mt. Pleasant Village, until the construction plans and specifications thereof and the plat of the building site showing the locations of all improvements 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 Mt. Pleasant 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, 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.

#### ARTICLE V

## Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessment:

The Developer hereby covenants, and each Owner of any tract by acceptance of a Deed therefore subject to these Covenants, Conditions and Restrictions, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. In order to secure payment of the assessments, the vendor's lien and superior title to each tract shall be and is hereby reserved to the Assodication which lien shall be enforceable through appropriate judicial proceeding by the Association. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any mortgage.

# Section 2. Purpose of Assessments.

The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, and safety and welfare of the residents in the Subdivision and in particular for the improvements and maintenance of the roads in the Subdivision. Such uses may include but are not limited to the cost to the Association of all repair, replacement and maintenance of the roads, and other facilities and activities, including, but not limited to, mowing grass along the road, caring for the roadsides, and other services that the Committee shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges.

# Section 3. Amount of Assessment.

Maintenance Assessments will be effective starting July 1, 1980. Until June 30, 1981, the annual maintenance assessment for each lot shall be \$60.00 per year, payable to the Association one year in advance on or before July 1st of each year. From and after June 30, 1981, the maintenance assessment shall be in an amount determined by the Committee, provided however, if the Committee fails to set the maintenance assessment at such time, the assessment shall remain at the same amount stated above.

## Section 4. Accrual of Assessment.

The maintenance assessment chargeable to each tract shall begin to accrue on July 1, 1980, or at the time each respective tract is sold by the Developer, whichever is the later. The Developer, its successors or assigns, shall not be liable for any uncollected maintenance fees and shall not be liable for the payment of maintenance fees on its unsold tracts or any repossessed tracts held by it. Written notice of the maintenance assessment shall be sent to each tract owner.

# Section 5. Quorum for Action by Association.

At a meeting of the members of the Association, a quorum shall consist of no less than twenty (20%) per cent of the total voting power of the tract owners represented either in person or by proxy. Said quorum may be amended by the Committee after December 31, 1981.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the delinquency date at the rate of ten (10%) per cent per annum. Subsequent to said thirty (30) day period and after written notice of default has been given to Owner and Owner fails to cure default within ten (10) days after written notice, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each owner, by his acceptance of a deed to a tract, hereby expressly vests in the Property Owners Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other property owners. The association action on behalf of the propety owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium.

## Section 7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the owner of any tract to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such tract. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to a foreclosure under such purchase money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the Lien thereof.

## ARTICLE VI

# Land Use and Building Type

No tract shall be used for any purpose except for single family residential or recreational purposes. 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 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 Mt. Pleasant 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) Ttool 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 on the premises for non-commercial purposes; and,
- (d) Mobile homes and lake houses shall be permitted in the subdivision so long as they are:
  - 1. 500 square feet or larger, excluding porches and garages.
    - 2. Not more than five (5) years old at a time move in.
  - 3. All mobile homes shall be a minimum of fifty (50) feet from the road.
  - 4. Cottages, garages and other out-buildings must be approved by seller.

No basement, tents, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

## ARTICLE VI

# Lot Area

No tract may be resubdivided into lots or tracts.

## ARTICLE VII

# Dwelling Size and Construction

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of five hundred (500) square feet of floor area, exclusive of porches and garages.

# ARTICLE VIII

# Building Location

No building shall be located on any tract within fifty (50) feet of the road or within twenty (20) feet of the sidelot property line unless approved by the Committee in writing.

#### ARTICLE IX

## Construction and Completion

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 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. Exterior of any single family dwelling, addition, or expansion must be completed within one hundred and eighty (180) days after construction started.

#### ARTICLE X

# 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 purposes.

#### ARTICLE XI

# Temporary Structures

Structures which do not comply with the land use and buildng type restrictions contained elsewhere herein shall be prohibited, whether temporary or permanent in character.

# ARTICLE XII

## Fences

The minimum type fence accepted shall be a four-wire fence with four inch top posts, such posts being a maximum of fifteen (15) feet apart and all corners shall be properly guy-wired and braced. Corner posts shall be six inch top posts.

# ARTICLE XIII

# Signs

No signs, advertisements, 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 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 of 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 wtherewith, or arising from such removal.

## ARTICLE XIV

# Livestock and Poultry

No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property, except that dogs, cats or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Cattle and horses, not to exceed an aggregate

total of one (1) head per acre, kept for personal use only, may be allowed; 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 convenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkept 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.

## ARTICLE XV

## Nuisances

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of Mt. Pleasant Village. Due to the potential noise level and disturbance, motorcycles or motorbikes may not be used for recreational purposes within the perimeter of Mt. Pleasant Village.

## ARTICLE XVI

# 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.

## ARTICLE XVII

# Removal of Dirt and Other Minerals

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 written permission.

# ARTICLE XVIII

# 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, owner, his immediate family and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications in force at the time such facilities are installed.

## ARTICLE XIX

# 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.

## ARTICLE XX

## General Appearance

Each owner of a tract binds and obligates himself through purchase of said tract or tracts to maintain the same at his own expense in a neat and presentable manner. Owner agrees that he will not permit grass or weeds to become in excess of 24 inches in height before cutting same, not allow trash, junk or any unsightly objects to be dumped or accumulated on said property, in default of which the

# 099-01-0009

Association or its assigns may cut such grass or weeds or remove said trash, junk or unsightly objects and charge the cost thereof to the Owner of the tract, such cost to be paid within thirty (30) days after demand is made therefor.

## ARTICLE XXI

# Removal of Trees

No tree or trees over six (6) inches in diameter shall be sold, cut or removed from the property without written permission from the Association.

#### ARTICLE XXII

# Utility Easements

There is a fifteen (15) foot utility easement over, under, along and across the property herein, for construction of electric poles, telephone cable, and drainage ditches.

#### ARTICLE XXIII

## Drainage Structures

Drainage structures under private driveways shall have a net opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and must meet county specifications.

## ARTICLE XXIV

## 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 Mt. Pleasant Village, and all persons claiming under them until January 1, 2000, after which time such covenants and restrictions shall be automatically extended for successive periods of the ten (10) years unless an instrument signed by the majority in votes of the then owners of tracts in Mt. Pleasant Village, altering, rescinding or modifying said covenants and restrictions in whole or part (with the owner of each tract being entitled to one (1) vote per lot.

## ARTICLE XXV

# Firearms

No hunting or discharge of firearms are allowed on the property.

## ARTICLE XXVI

# Sanitary Conditions

No outside or surface toilets shall be permitted under any circumstances.

## ARTICLE XXVII

## Vehicle Parking

No truck, bus, motorcycle, boat or trailer shall be left parked in front of any lot.

# ARTICLE XXVIII

## Building Materials

No building material of any kind or character shall be placed or stored upon any lot until owner is ready to commence construction of home or improvements.

## ARTICLE XXIX

## Security Decals

Windshield decals will be issued to property owner cars and recreational vehicles and must bear the decal when on premises.

#### ARTICLE XXX

# Speed Limit

The speed limit on all roads in the subdivision shall be ten (10) m.p.h. or as posted.

#### ARTICLE XXXI

# Noise Devises

Radio, television, record players or other noise devises to be kept at volume not to disturb others.

## ARTICLE XXXII

## Disturbing Noises

Loud talking, singing, playing of musical instruments, etc. after 10:00 p.m. is not permitted.

## ARTICLE XXXIII

## Self-Contained Vehicles

Self-contained vehicles storage tanks when parked on an unsewered site must have the outlet plugged.

# ARTICLE XXXIV

## Enforcement

The covenants, reservations, easements, restrictions and liens set out herein are for the benefit of Developer, its successors and assigns, and equally for the benefit of any subsequent owner of any tract or tracts in Mt. Pleasant Village, and his heirs, executors, administrators 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.

# ARTICLE XXXV

# 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.

# ARTICLE XXXVI

# Common Area

The use and maintenance of the common area will be determined by the committee.

## ARTICLE XXXVII

## Property Subject to Covenants, Conditions and Restrictions

The Covenants, Conditions and Restrictions herein set forth shall be applicable to all lots in Mt. Pleasant Village, a subdivision in Montgomery County, Texas.

099-01-0011

## ARTICLE XXXVIII

# Paragraph Headings

lugast

The Paragraph headings are used herein solely for the purposes of clarity and shall not be used to interpret or construe the substance of the paragraphs.

Executed this //- day of /

198.

LAKE CONROE PROPERTIES, INC.

By Africk 8) M

Patrick N. Morgan, President

ATTEST:

Scott Morgan, Secretary

STATE OF TEXAS

χ

COUNTY OF MONTGOMERY

χ.

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared PATRICK N. MORGAN, 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 LAKE CONROE PROPERTIES, 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

1981.

\$ 19

Notary Public in and for Montgomery County, Texas

Being Eighty and Four Thousand Nine Hundred Eighty One Ten Thousandths (80.4981) acres of land out of the ALLEN H. MORRELL SURVEY, Abstract 379, Montgomery County, Texas and the JAMES H. MCCULLOCK SURVEY, Abstract 376, Montgomery County, Texas and being a part of a 295.133 acre tract of land described by deed recorded in Volume 781, Page 851 of the Deed Records of Montgomery County, Texas and being more fully described as follows; BEGINNING at a 1 inch iron pipe being located South 890 19' 21" West, 24.00 feet from the Northerly southeast corner of the said 295.133 acre tract of land, also being the northeast corner of a 10.47 acre tract of land described in deed recorded in Volume 474, Page 281 of the Deed Records of Montgomery County, Texas; THENCE: South 890 19: 21" West with the northerly interior line of the said 295.133 acre tract of land, also being the north line of the said 10.47 acre tract of land, at 350.45 feet pass a 1 inch iron pipe, a total distance of 683.06 feet to a 5/8 inch rod marking an interior corner of the said 295.133 acre tract of land, also being the northwest corner of the said 10.47 acre tract of land, said point lying in the west line of the said ALLEN H. MORRELL SURVEY and the east line of the said JAMES H. MCCULLOCK SURVEY; THENCE: South 000 μμ. 27" East, with the easterly interior line of the said 295.133 acre tract of land, also being the west line of the said 10.47 acre tract of land, also being the west line of the said ALLEN H. MORRELL SURVEY, also being the east line of the said JAMES H. MCCULLOCK SURVEY, 356.31 feet to a 5/8 inch

EXHIBIT "A"

iron rod for corner;

THENCE: South 89° 37' 48" West, 905.04 feet to a 5/8 inch iron

rod for corner;

THENCE: North 00° 22' 12" West, 872.93 feet to a 5/8 inch iron

rod for corner;

THENCE: North 89° 37' 48" East, 126.42 feet to a 5/8 inch iron

rod for corner;

THENCE: North  $64^{\circ}$  50' 32" East, 586.66 feet to a 5/8 inch iron

rod for corner;

THENCE: North 10° 31' 32" East, 921.71 feet to a 5/8 inch iron rod lying in the north line of the said JAMES H. MCCULLOCK SURVEY also being the north line of the said 295.133 acre tract of land, also being the south line of the EDMUND A. CLARK SURVEY, Abstract 145 and being located North 89° 37' 48" East, 2594.63 feet from a United States Department of Agriculture Monument, Number J1-111-9 and marking the northwest corner of the said JAMES H. MCCULLOCK SURVEY;

THENCE: North 89° 37' 48" East, with the north line of the said JAMES H. MCCULLOCK SURVEY and the south line of the said EDMUND A. CLARK SURVEY, also being the north line of the said 295.133 acre tract of land, at 58.70 feet pass the northeast corner of the JAMES H. MCCULLOCK SURVEY, also being the northwest corner of the said ALLEN H. MORRELL SURVEY, and continuing with the north line of the said ALLEN H. MORRELL SURVEY, at 1890.68 feet pass a 5/8 inch iron rod lying in the west right-of-way line of Mt. Pleasant Road;

Mt. Pleasant Road, a total distance of 1941.05 feet to a point lying in the center line of said Mt. Pleasant Road, and marking the northeast corner of the said 295.133 acre tract of land; THENCE: In a southwesterly direction with following described courses being the easterly line of the said 295.133 acre tract of land and being the center line of Mt. Pleasant Road:

South 08° 37' 00" West, 531.22 feet to a point for corner; South 290 14' 43" West, 554.70 feet to a point for corner; South 47° 09' 00" West, 207.33 feet to a point for corner; South 70° 59' 20" West, 251.72 feet to a point for corner; South 51° 09' 11" West, 191.32 feet to a point for corner; South 39° 34' 52" West, 414.09 feet to the PLACE OF BEGINNIG and containing 80.4981 acres of land.

FILED FOR RECOR"

1981 CCT 23 PM 1:55

Roy Harris MONTGOMENY COUNTY, TEXAS

OCT 23 1981