

DEDICATION OF RESTRICTIONS

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

WHEREAS, CIMARRON COUNTRY, INC., a Texas corporation, is the owner of all that certain real property comprising "CIMARRON COUNTRY – SECTION 1" and herein sometimes referred to as Subdivision, according to the map or plat thereof recorded or to be recorded in the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property.

WHEREAS, CIMARRON COUNTRY, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of said property value therein, desires to place on and against property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that CIMARRON COUNTRY, INC, a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the tracts located in said CIMARRON COUNTRY – SECTION 1 owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

I. BUILDING PERMITS AND ARCHHITECTURAL CONTROL:

No building or other improvements shall be erected, placed or altered, including any walls, fences or hedges or the erection begun, or changes made in the design thereof after original construction on any tract until the construction, plans and specifications and a plot plan showing the location of the structure or improvements has been submitted and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The Committee's approval or disapproval as required herein shall be in writing. The Architectural Control Committee is composed of three (3) members who are to be named by CIMARRON COUNTRY, INC. A majority of the Committee may designate a representative to act for it. In the event of a death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to be fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and when given will become part of these restrictions. The Architectural Control Committee may assign to a Property Owner's Association, if one is formed, any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property of Montgomery County, Texas. The owner of any tract will be individually responsible for the installation of septic tanks on his tract, and the septic tanks must meet the applicable federal, state, or local jurisdictional restrictions. In the event a central water system is installed in CIMARRON COUNTRY – SECTION 1, each and every residence shall be required to connect to the water lines as soon as they are made available.

2. All tracts, unless otherwise designated by Reserve on the recorded plat shall be known and designated as "residential tracts" and shall be used for residential purposes only, and shall be subject to the following restrictions, protective covenants, limitations and conditions:
  - A. USE. No dwelling shall be erected, altered, placed or permitted to remain on any of the said tracts other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate tracts be advertised for use or used as hotels, tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.
  1. No dwelling shall be erected on any tract unless the same shall have an exterior area of not less than 1,600 square feet. And provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servant's quarters or other appendages.

2. No building or structure shall be occupied or used until the exterior thereof is completely finished.
3. In the event, any tract conveyed out of CIMARRON COUNTRY – SECTION 1 is subdivided for resale or lease into two or more smaller tracts, then the subsequent smaller tracts shall not have less than TWENTY TWO THOUSAND SQUARE FEET (22,000) of land area. Should any tract by: Court decree, conveyance by owner, perfection of limitation claim or any other action of law create a tract with less than TWENTY TWO THOUSAND SQUARE FEET (22,000), then the Architectural Control Committee shall be imposed with the duty of summarily denying any request to build upon said tract.
4. All driveways, roadways, tennis courts, and other construction projects requiring clearing or grading, shall be presented to the Architectural Control Committee for approval. After approval is granted property owner shall have one hundred twenty (120) days to complete the project to the specifications and plans submitted and granted approval thereof.
5. Except as may be authorized in writing by the Architectural Control Committee, or its assigns, no building shall be located nearer to the front tract line than that shown on the recorded plat, nor nearer the side street than fifteen feet (15'), nor nearer than ten feet (10') to any side tract line, except that the slab or foundations for a garage only may not be nearer to any side tract line than five feet (5'). Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. The Architectural Control Committee may grant variances to such building setback lines which, in its judgment will result in a more beneficial use of the property. Except as may be authorized in writing by the Architectural Control Committee, all improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the largest set back line: provided that garages on corner tracts may face the street if specifically approved by the Architectural Control Committee. No fence, wall, hedge, pergola or other detached structure shall be erected or maintained on any part of any tract forward of the front building line. For the purposes of this covenant, unless otherwise provided for herein, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the construction on one tract to encroach upon another tract.

6. In no event shall any residential tract be used for any business purpose.

7. All residences in this subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.

B. CONSTRUCTION. All exterior construction materials shall be approved by the Architectural Control Committee. No concrete blocks shall be used in said construction and all buildings shall be built on a solid concrete slab or concrete beam foundation. In no event shall any house or building be moved on any tract or tracts in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto shall be completed within 6 months after pouring the of the slab.

C. No boats or trailers shall be permitted to be placed in front of any residential building.

3. GARBAGE AND TRASH DISPOSAL:

Garbage and trash shall be disposed of a least once a week. No tract may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

4. NUISANCES:

No noxious or offensive trade or activity shall be carried on or maintained on any tract in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not limited to any motor vehicle not properly licensed by the State of Texas, junk or wrecking yards, automobiles, trucks or other vehicles for parts.

5. TEMPORARY STRUCTURES AND RESIDENCES:

No trailer, tent, shack, barn or other outbuilding or structure shall be moved onto a tract in this subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision.

6. ANIMALS:

No more than one horse or one cow per acre may be kept on said property except house pets. All animal waste material must be disposed of in a healthful and sanitary manner and all applicable health regulations must be strictly complied with by the owner. Quarters and shelters for any animal shall be built and kept in a neat and sanitary manner. No animals shall be kept on the lot which results in an annoyance to or is obnoxious to the residents in the vicinity. Adequate fences shall be maintained for any animals in order to prevent their trespassing onto other tracts.

7. EASEMENTS:

Certain easements are reserved over and across lots in the subdivision as indicated on the recorded subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electric power, water, sewage, drainage, telephone services and petroleum substances in and through the subdivision and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of the subdivision.

8. FENCES AND PLANTS:

No fences shall extend beyond the building set-back line and all fence material and construction must be approved by the Architectural Control Committee. All type of fences must be kept in a neat and presentable appearance at all times.

9. SIGNS:

No signs of any kind shall be displayed to the public view on any tract or tracts except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sales period.

10. MAINTENANCE ASSESSMENTS:

CIMARRON COUNTRY, INC. Imposes on each residential tract or parcel of land (save and except those tracts designated as "Reserve Tracts") owned within the properties hereby covenants that each owner of any tract by acceptance of a deed thereof whether or not it shall be expressed in such deed is deemed to covenant and agree to pay to CIMARRON COUNTRY, INC., or its assigns annual assessments or

charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land, and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

11. PURPOSE OF ASSESSMENTS:

The Assessments levied by CIMARRON COUNTRY, INC., or its assigns shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties and for the improvement and maintenance of the Common Area. Permissible uses of the assessments levied by CIMARRON COUNTRY, INC., or its assigns shall include but not be limited to the payment for maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, plants, parks, parkways, esplanades, vacant tracts mosquito fogging, garbage, garbage and refuse collection, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies.

12. MAXIMUM ANNUAL ASSESSMENT:

Until January of the year following the conveyance of the first tract to an owner, the maximum annual assessments shall be \$75.00 per tract. In respect to subsequent subdivisions of any original tract, each resulting subdivided tract shall be assessed for the \$75.00 maintenance fee per year.

- (a) From and after January 1 of each year immediately following the conveyance of the first tract to any owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above the three percent (3%) by a vote of two-thirds (2/3) of the membership who are voting in person or by proxy, at a meeting duly called for that purpose.

13. RATE OF ASSESSMENT:

All tracts shall commence to bear the applicable maintenance fund assessments simultaneously except those tracts owned by CIMARRON COUNTRY, INC., which inventory is exempt from assessment. Tracts which are occupied by residents shall be subject to annual assessments, determined by the Board of Directors (according to Paragraphs 11, 12, and 13). Any and all interest, costs and reasonable attorney's fees incurred in the satisfaction of unpaid assessments shall be a personal obligation of the owner.

14. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:

The annual assessments provided for herein shall commence as to all tracts on the first day of the month following the conveyance of a tract to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

CIMARRON COUNTRY INC., or its assigns shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every owner subject thereto or to the owners designee, or to the mortgage holding company holding a first lien on the tract if the owner has notified CIMARRON COUNTRY, INC., in writing that the assessments are to be paid out of escrow funds established and collected by said mortgage company for the purpose of paying the assessments. Said written statement of assessment shall state (1) The amount of the assessments against the tract stated in terms of total due and owing on the assessments and (2) that unless the owner shall pay the assessment within thirty (30) days following the date for such payment specified in the statement, the same shall be deemed delinquent and will bear interest at the rate of ten (10%) percent per annum on the unpaid portion of the assessment until paid. Upon written request by the owner or lienholder, a written certificate stating all assessments and charges (including interest and costs, if any) due and payable as of the date of the certificate. CIMARRON COUNTRY INC. may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter herein stated as between CIMARRON COUNTRY INC., and any bona fide purchaser, or lender, on a lot specified in such certificate.

15. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF CIMARRON COUNTRY INC. OR ITS ASSIGNS.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 (10%) percent per annum. In addition to the right to sue the owner individually,

CIMARRON COUNTRY INC., or its assigns, shall have the right to enforce its lien to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction, subject to the same procedures, as in the case of mortgages or deeds of trust under the applicable law), and the amount due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his or her tract.

16. SUBORDINATION OF LIEN

The vendors lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing (1) given to secure the payment of the purchase price of all or any part of the real property (or any improvements thereon), comprising tracts within the recorded subdivision, (2) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, (or the construction, addition or repair of any improvements now or hereinafter situated upon all or any part of the real property comprising tracts within the recorded subdivision.

The giving of thirty (30) days written notice to the holders of all outstanding indebtedness secured by a lien, mortgage or encumbrance made superior hereby of any proposed proceedings (judicial or otherwise) shall be a condition precedent to any such enforcement. The Notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments, the nonpayment of which is the basis of said proposed proceedings.

The sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which are due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability of any assessments thereafter becoming due or from the lien thereof.

17. ENFORCEMENT

CIMARRON COUNTRY, INC., or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of these deed restrictions. Failure



by CIMARRON COUNTRY, INC., or its assigns, or the owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

18. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) must be approved by the Architectural Control Committee and in no event shall any such drain tile or culvert have an inside diameter of less than eighteen (18") inches.

19. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

20. ANEXATION

Annual assessments for annexes areas should commence as to all lots on the first day of the month following conveyance of the first property to an owner-occupant. It also shall be a condition precedent, to the provisions of this paragraph, becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charge imposed on all sections be construed and administered collectively and in harmony with each other.

21. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of a majority of the tracts in the subdivision shall, by instrument in writing duly placed of record, select to terminate these restrictions and the force and effect thereof.

22. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser or his successors, heirs and assigns.

All of the restrictions, easements and reservations herein provided and adopted within the recorded plat shall apply to each and every tract

therein and shall be taken and deemed as covenants running with the land, and when such tracts are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and tracts with such reservations, easements, restrictions, etc. may be referred to by reference to the Volume and Page Number assigned to the first page of these restrictive covenants; but shall also include all of the sequential pages of these restrictions recorded in Montgomery County, Texas, and any such deed or conveyance to any tract or tracts out of the recorded plat shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance and each contract and deed shall be conclusively held to have been so executed; delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

IN WITNESS WHEREOF, CIMARRON COUNTRY, INC., a Texas corporation has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized on this the 28<sup>th</sup> day of February, 1979.

ATTEST:

CIMARRON COUNTRY, INC.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
B.J. Scott, President