

Restrictive Covenants (Deed Restrictions)
Nocona Hills a Subdivision of Montague County, Texas
June 1, 2016

Section I
Use and Rezoning

1.01 Use. Said lots shall be used exclusively for single family residential purposes except those lots designated subject to rezoning (if any), and zoned as specific purpose or commercial areas on the plats by Nocona Hills (Lake Nocona Acres, Inc.).

Section II
Residential Restrictions

2.01 Dwelling House and other Buildings: Not more than one single-family dwelling house, may be erected, constructed or otherwise placed on any one building site and building exteriors must be completed within six (6) months from the date the construction commences, without explicit authorization from the Nocona Hills Owners Association, Inc. (NHOA) Board of Directors.

2.02 Constituted Lots: Lots may be combined (2 or more), into a single building site as allowed in the Bylaws and with the approval of the Board. Combined lots will be considered as one lot (building site) for the purpose of a building site in these restrictive covenants.

2.03 Dividing Lots: A lot may be divided only: (a) for the purpose of enlarging one or more adjacent lots, the proposed division of lots must be previously approved by the NHOA Board of Directors.

2.04 Temporary Buildings: No accessory or temporary building shall be used or occupied as permanent living quarters.

2.05 Parking Setback: Motor homes, campers, trailers or watercraft stored on said premises must be set back twenty-five (25) feet from any road right-of-way.

2.06 Notwithstanding: Any other provisions of this paragraph or these restrictions Lots No. 1 through 197, inclusive; Lots Nos. 1515 through 1568, inclusive; Lots Nos. 1575 through 1597, inclusive; Lots Nos. 1614 through 1744, inclusive; may be used as mobile home sites.

Section III
Size and Setback

3.01 Size: No dwelling house shall have less than 1,000 square feet, of living space, exclusive of porch and garage areas, when measured to and including exterior walls. As to lots on which mobile homes are permitted, such size shall be not less than 1,000 square feet. As to lots which

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about the golf course or lakes or lots 1471 through 1502 such size shall be not less than 1,200 square feet.

3.02 Approval: All foundations, floor elevations, and structural plans for any building or structure are subject to the approval of the Rules Compliance Committee.

3.03 Setback Requirements: No porch or projection of any building shall extend nearer than twenty-five (25) feet to any road right-of-way (front property lines), except such setback shall be fifteen (15) feet as to any lot facing on a cul-de-sac, nor nearer than five (5) feet to the property line of any abutting property, nor within twenty-five (25) feet of any golf course property line nor within fifty (50) feet of high water elevation on lake property.

3.04 Lots Bordering On Lake Nocona: All lots bordering on Lake Nocona shall be subject to the rules and regulations governing sanitation, buildings and safety as provided in Ordinance No. 1 of the North Montague County Water Supply District, Nocona, Texas. There is a flood easement retained as to all lots contiguous to Lake Nocona to a mean sea level elevation of 827 feet and no habitable improvement shall be constructed with a floor line below a mean sea level elevation of 833 feet.

3.05 Lots Bordering On Leisure Lake: There is a flood easement retained as to all lots contiguous to Leisure Lake to a mean sea level elevation of 845 feet and no habitable improvement shall be constructed with a floor line below a mean sea level elevation of 850 feet.

Section IV
Rules Compliance

4.01 Rules Compliance Committee: A Rules Compliance Committee shall be established.

4.02 Purpose: It shall be the purpose of such committee, to review member compliance with all rules polices and regulations of NHOA, so as to ensure, for all owners, harmony in the community; plans, specifications, plot plans for all structures, improvements, or changes made to or on the property, so as to ensure, for all owners, harmony of external and structural design and quality with existing structures. With respect to mobile homes the Rules Compliance Committee shall take into consideration the size, style, age, condition, and the proposed placement of said unit on said lot and the committee shall require skirting of acceptable material and a proper tie down of such unit.

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4.03 Designate Representative: The Committee shall have the right to designate one or more representative(s) to act for it on all matters arising there under.

4.04 Approval: No improvement shall be placed or altered on any lot until the building plans, specifications and plot plan showing the location of such improvements on the lot have been approved in writing by the Rules Compliance Committee. All plans must be submitted to the Nocona Hills Owners Association Office, addressed to the Rules Compliance Committee, and the envelope will be date stamped when received.

4.05 Notification: In the event the Rules Compliance Committee or its representative(s) disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be delivered in person or by registered or certified letter, addressed to the party submitting the same at the address as required with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to the methods of curing any such matters or things disapproved. The judgment of the Rules Compliance Committee in this respect, in exercise of its discretion, shall be final and conclusive.

4.06 Time Period for Action: Said Committee or its representative(s) shall approve or disapprove said plans, specifications, and/or plot plans within thirty (30) days after receipt of all requested documents and/or information.

4.07 Failure to Act: If the Committee fails to act, approval will be automatic after thirty (30) days by written notice to the NHOA Board of Directors from the applicant member.

Section V
Sewage and Water Supply

5.01 Outside Facility: No permanent outside toilet shall be allowed on any residential lot premises.

5.02 Discharge of Waste. No untreated waste shall be directly discharged into Lake Nocona or Lake Leisure.

5.03 On Site Sewage Facility. Each dwelling shall have an onsite sewage facility, and the owner of said lot shall install a septic type of sewage treatment plant, or any other type of plant approved by the Texas Health and Safety Code. All onsite sewage facilities must conform to the recommendation of said Texas Health and Safety Code and NHOA or its assigns.

5.04 Drain Field. For properties adjacent to Lake Nocona or Leisure Lake all drain fields or other disposal system shall be constructed in accordance with the Rules and Regulations of North Montague County Water Supply District.

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5.05 Malfunction of System. Any malfunction of any system, after being reported to the lot owner by the Montague County Health Department and not repaired within thirty (30) days, may be cause for termination of water service by the Nocona Hills Water Supply Corporation until satisfactory repairs are affected.

5.06 Water Wells. No individual water wells, except for closed loop geothermal wells shall be allowed on any residential lot for the purpose of water use in a residence, or any wells at such a depth as to interfere with the trinity aquifer. Each residence shall use the water supply from the Nocona Hills Water Supply Corporation.

Section VI
Nuisances

6.01 Trade or Activity: No noxious or offensive trade or activity shall be permitted nor shall anything be done that shall be an annoyance or nuisance to the subdivision.

6.02 Animals: No animals shall be kept that shall be an annoyance or nuisance to the subdivision. One must be in control of one's animals at all times. All animal kept in the subdivision are subject to the bylaws set forth by NHOA.

6.03 Signs: No signs of any kind shall be displayed without the written permission of NHOA.

6.04 Property Maintenance: All property must be kept in a neat and attractive, tidy, and safe condition.

6.05 Structure. Any structure, being house or storage, not maintained or suitable for habitation or storage use may be condemned so as to be destroyed and cleaned off the lot.

6.06 Abandoned: No abandoned automobiles, campers, recreational vehicles, boats, furniture or equipment shall be placed or stored on any lot within Nocona Hills.

6.07 Condemned: Any such structure or item construed as an eyesore by the Rules Compliance Committee will be condemned, so as to ensure, for all owners, harmony of external and structural design and quality with existing structures. The property owner will be notified in writing and must respond within fourteen (14) calendar days or other reasonable period as determined by NHOA. Failure to do so after receipt of written notice of any unsatisfactory condition may result in the correction of the conditions by the NHOA, or its agent, in which event a charge will be levied and collected from the owner in an amount necessary to offset the reasonable costs incurred by the NHOA.

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Boat Docks

7.01 Boat Docks: No boat docks, floats or other structures extending into Lake Nocona or Leisure Lake shall be constructed or placed into or on said lake without prior written approval of NHOA, or its successors or assigns.

7.02 Use of the Lake: Shall be in compliance with the rules and regulations of the NHOA and the appropriate Lake Authority. In case of a conflict between the rules of the Association and the Lake Authority, the rules of the Lake Authority shall prevail.

Section VIII
Utility Easements

8.01 Utility Easements: NHOA for itself, its successors, assigns, or licensees, reserves a ten (10) foot wide easement along all road right-of-ways and a five (5) foot wide easement along the side and rear lines of each and every property for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors whenever necessary for said installations, operations or maintenance, together with the right to install operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any purposes mentioned above.

8.02 Exception.

- (1) Where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement,
- (2) No easement shall exist on that portion of any water front running along or abutting the shoreline of Lake Nocona unless shown on the record plats; except, however, NHOA, for itself, its successors or assigns, or licensees, reserves the right to cause or permit drainage of surface water over and/or through said lots.

8.03 Right-of-Ways: NHOA for itself, its successors or assigns, reserves an easement on, over and under all road right-of-way for the purpose of installing, operating and maintaining the above mentioned utilities and drainage.

8.04 Cause of Action: The owners of said property shall have no cause of action against NHOA, its successors, assigns, or licensee, either at law or in equity excepting in cases of willful negligence, by reason of any damages caused by installing, operating, removing or maintaining the above mentioned installations.

8.05 Mineral Rights: NHOA, its successor and assigns, reserves all mineral rights to the lands hereto.

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Section IX
Assessments, Memberships, Use of Facilities
And Leasing of Lots

9.01 Regular Maintenance Fee: The owner of each lot in the Nocona Hills subdivision shall be subject to an annual, REGULAR Maintenance Fee (as defined in the NHOA Bylaws) for those expenses determined to be reasonable and necessary in accordance with procedures in the bylaws of the NHOA for the operation, minor improvement, maintenance including repair or replacement of existing NHOA assets.

9.02 Fees Obligation: All owners, heirs, executors, legal representatives, estates, trustees and assigns agree that the fees herein set forth shall be and constitute a debt that maybe collected by suit or otherwise, including late fees, collection fees, court costs, reasonable attorney fees and all other costs incurred to collect that debt; and that upon conveyance of any lot(s) the purchaser(s) and each successive owner(s) shall, from the time of acquiring title and covenant to the land, agree to pay to the NHOA all fees past and/or future as provided in, and in strict accordance with the terms and provisions herein. All fees obligations are billed in accordance with NHOA Bylaws set forth by NHOA.

- (A) **Developer Status:** For Owners of Multiple lots, a developer status will be granted, provided the owner meets developer requirements set out for Montague County tax inventory status (50-143). Developer Status will incur a maximum of 10 Maintenance Fees for Undeveloped Inventoried lots.
- (B) **Grandfathered:** For lots owned by one owner on or before May 30, 1992, such owner shall pay one annual maintenance fee for each residence they own and only one annual maintenance fee for all undeveloped lots they own, regardless of the number of such undeveloped lots. This exception applies only to the owner who owns such lots on or before May 30, 1992, and his or her heirs or devices. It does not extend to the purchasers of such lots.

9.03 NHOA Membership. The owner of each lot in the Nocona Hills subdivision shall be a member of the NHOA. The rights and privileges of the members are specified in the NHOA Bylaws set forth by NHOA.

9.04 Commonly Owned Property: Also each owner(s) shall own a proportional, undivided, non-severable interest in the NHOA property and facilities, that proportion determined by the ratio of the number of lots owned to the total number of privately-owned residential lots in the

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subdivision. Nominal title to the commonly owned properties and facilities is vested in the NHOA, a Nonprofit Corporation.

9.05 In cases of Multiple Family Ownership: Only one family as previously defined, has the right to use all NHOA property and facilities for all usual intended purposes, subject only to observance of those rules and regulations for the safe, orderly and lawful use of the property and facilities by all users.

9.06 Leasing Lot: The owners of each lot also has the right to lease the whole of his/her lot, together with the appurtenant right to use NHOA property and facilities, in which case only the owner(s) remains a member of the NHOA, retains voting rights, and is fully obligated to pay all assessments and charges, including unpaid lessee charges, but temporarily transfers his right to use the NHOA property and facilities to the lessee of said lot.

9.07 Voting Right: No restriction or condition on voting shall be imposed against any member that would create an undue hardship or restrict his/her right to vote in any voting opportunity afforded the general membership. There is one eligible vote for each privately-owned lot in Nocona Hills.

Section X
Garbage and Trash Disposal

10.01 Rubbish: No lots shall be used as a dumping ground for rubbish or trash.

10.02 Storage: Garbage and other waste shall be kept in sanitary containers.

10.03 Removal: All residents must subscribe to an authorized trash removal company.

10.04 Burning: No household trash or garbage will be burned.

10.05 Exception: Any exceptions will be authorized in writing by NHOA Board of Directors.

Section XI
Water Availability

11.01 Provider: The owner or owners of each lot, for himself, his heirs, executors, or assigns, agrees that as a consideration of sale and condition precedent to the installation of water mains adjacent to the lots as herein described and as appear on the map of Nocona Hills Subdivision, such owners, jointly and severally, promise to pay Nocona Hills Water Supply Corporation all

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charges for water connection and service pursuant to the by-laws, service rules and regulation of Nocona Hills Water Supply Corporation.

Section XII
Covenants Running With the Land

12.01 Apply to each Lot: All the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the subdivision, and shall be covenants running with the land.

12.02 Enforcement: NHOA, and its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and, in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies elsewhere provided herein, to an injunction either prohibitive or mandatory.

12.03 In addition, the owner of any lot or lots in the subdivision shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the observance or performance thereof.

12.04 In addition, NHOA, and/or such owner or owners may recover damages for violation of such restrictions, covenants, or easements.

12.05 Acquiescence: Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and NHOA shall have the express right to enter property of a violator and correct such violations, or to require the same be corrected.

12.06 Partial Invalidity: Invalidity of any covenant, restriction, etc., (by court judgment or otherwise) shall not affect, in any way, the validity of all the covenants, restrictions, etc., and such covenants and restrictions, etc., not explicitly and expressly so invalidated shall remain in full force and effect.

Section XIII
Duration and Approval of Covenants

13.01 Renewal and Changes: All covenants herein shall remain in full force and effect, until the owners of a majority of the privately-owned lots voting in the subdivision sign a document agreeing to the proposed changes, and a copy of the agreed upon changes is recorded in the deed records of Montague County, Texas. The election to propose the changes will be held in accordance with Voting and Special Elections in the NHOA Bylaws. Each member may cast one (1) vote for each lot owned.

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13.02 Administration: The NHOA Board of Directors may make changes to these Covenants to correct administrative errors and when required to comply with State and Federal laws. Any changes to the Covenants made under this paragraph will be reported to the membership as soon as possible via print and/or electronic media.

13.03 Required Signatures: If more than one owner is named on the deed to a lot, each owner must sign the document agreeing to the proposed changes.

Section XIV
Lien and Power of Sale

14.01 Property Lien: All amounts due the NHOA under these restrictive covenants shall be secured by a lien against the property, and upon default in payment thereof, said property may be sold on behalf of the NHOA in any manner as prescribed by the Texas Property Code.

14.02 Mortgagee Notice: Further, NHOA will provide a notice to the property owner's mortgagee of NHOA intent to pursue foreclosure of NHOA's first and superior lien for default in payment of amounts due the NHOA.

Section XV
Commercial or Specific Non Residential Uses

15.01 For Commercial or Specific Non Residential Uses: The following lot numbers in the original plat of Nocona Hills subdivision which have been designated for commercial purposes, common areas or specific uses, are to be exempt from these deed restrictions as to Section 2.01, Section 3.01.

[a] 1470, 1506, 2073 used as commercial

[b] 2072, 1226, 2197, and 1302 used for Nocona Hills common recreation areas

[c] 2648 and 2649 used for Volunteer Fire Department

[d] 1503 and 1504 used for Community Church

[e] 1505, 2551, 2552, 1899, 1900, 1943, 1944, used for Nocona Hills water supply wells and storage facility

[f] 2556, 2557, and 2558 used for communications tower site

[g] 2650, 2651 used as NHOA maintenance barn and office facility

[h] 2416, 2417, 2418 Golf Maintenance barn, 2443 Cub house