

**Deed Restrictions**

As recorded in Montague County, February 14, 2003, volume 241 page 671

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**DEED RESTRICTIONS FOR NOCONA HILLS,  
A SUBDIVISION IN MONTAGUE COUNTY, TEXAS**

I, Danny Moore, the duly appointed Receiver for Nocona Hills Owners Association under that certain lawsuit being Docket No. 01-04-0145-M-CV in the 97<sup>th</sup> District Court of Montague County, Texas, hereby file of record the Deed Restrictions which are attached hereto as Exhibit "A".

The attached Deed Restrictions apply to the lots and other property as shown on that certain plat of Nocona Hills Subdivision, which is filed of record in Volume 603, Page 403 of the Deed Records of Montague County, Texas. These Deed Restrictions replace and supercede the prior Deed Restrictions for Nocona Hills (except for paragraphs 1, 5, 8 and 12 which cannot be amended and are to continue in perpetuity). The prior Deed Restrictions were filed on July 21, 1971, and recorded in Volume 606, Page 190 of the Deed Records of Montague County, Texas; filed effective January 1, 1981, and recorded in Volume 743, Page 563 of the Deed Records of Montague County, Texas; filed effective January 1, 1991, and recorded in Volume 930, Page 501 of the Deed Records of Montague County, Texas; and filed effective as of May 30, 1992, and recorded in Volume 957, Page 595 of the Deed Records of Montague County, Texas.

Pursuant to the Order of the Court the effective date of these Deed Restrictions is July 31, 2001.

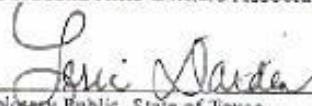
Signed this 10 day of Feb., 2003.

  
\_\_\_\_\_  
Danny Moore, Receiver for  
Nocona Hills Owners Association

STATE OF TEXAS     §  
                                   §  
COUNTY OF WICHITA   §

This instrument was acknowledged before me on the 10 day of February, 2003, by Danny Moore, acting in his capacity as Receiver for Nocona Hills Owners Association.



  
\_\_\_\_\_  
Notary Public, State of Texas



A CERTIFIED COPY  
Attest: 2-17, 2003  
Valerie Stout, County Clerk  
Montague County, Texas

## EXHIBIT "A"

NOCONA HILLS, a Subdivision in Montague County, Texas

**1. USE:** Said lots shall be used exclusively for single family residential purposes except those lots that may be designated subject to rezoning (if any), and zoned as business or commercial areas on the plats by Lake Nocona Acres, Inc.

**2. SINGLE FAMILY, QUALITY:** Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than two buildings for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. If more than one lot is used for construction of a dwelling house, such combined lots shall be considered as one lot for the purposes of these restrictions. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, rolled brick siding or similar material on outside walls. No house trailer, campers, tents, shacks, or similar structures shall be erected, moved to, or placed upon said premises. All building exteriors must be completed within six months from the date the construction commences. 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.

**3. SIZE, SET BACK:** No residence which shall be constructed on any lot which abuts the Golf Course, Lake Nocona or on Leisure Lake shall have less than 1,200 sq. ft., exclusive of porch and garage area, when measured to and including exterior walls. As to all other lots, including those on which mobile homes are permitted, such size shall be not less than 1,000 sq. ft. All foundations and structural plans for any building or structure are subject to the approval of Nocona Hills Owners Association, or its assigns. No porch or projection of any building shall extend nearer than twenty-five (25) feet to any road right-of-way (front property lines), or golf course property line unless deviation is authorized in writing by the Architectural Control Committee, except such setback shall be fifteen (15) feet as to any lot facing on a cul-de-sac unless deviation is authorized in writing by the Architectural Control Committee. No building shall be nearer than five (5) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water line of Lake Nocona and Leisure Lake as shown on recorded plat.

**4. ARCHITECTURAL CONTROL:** An Architectural Control Committee shall be elected at the Annual Membership Meeting. It shall be the purpose of such committee, in reviewing plans, specifications, and plot plans, to insure, for all owners, harmony of external and structural design and quality with existing structures. With respect to mobile homes the Architectural Control Committee shall take into consideration the size, style, 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. No improvements shall be placed or altered on any lot until the building plans, specifications, and plot plans showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee. All plans must be submitted to the Nocona Hills Owners Association Office, addressed to the Architectural Control Committee, and the envelope will be date stamped when received. The Architectural Control Committee must approved or disapprove submitted plans within thirty (30) days after submission or plans will be presumed to be approved. Notice of disapproval must be delivered in person or by registered or certified letter, addressed to the party submitting the plans at an address which must be supplied with the submission. Disapproval of any plans must set forth in detail the elements disapproved. A member may appeal the decision to the Board of Directors for final approval.

**5. SEWERAGE, WATER SUPPLY:** No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into Lake Nocona. Each dwelling shall have an individual sanitary unit, and the owner of said lot shall install a septic type of sewage treatment plant, or any other type of plant approved by the State Health Department. All sanitary units must conform with the recommendation of the said State Health Department and Nocona Hills Owners Association, or its assigns. No drain field, or other disposal system shall be allowed nearer than fifty (50) feet from the normal high water mark of Lake Nocona. Any malfunction of any system, after being reported to the lot owner by the State Board of Health and not repaired within seven (7) days, may be cause for termination of water service until such repairs are effected. No

individual water wells shall be allowed on any residential lot, and each resident shall use the water supply, if any, from Lake Nocona Acres, Inc., its successors, assigns, or licensees.

**6. NUISANCES:** No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. One must be in control of one's household pets at all times. No signs of any kind shall be displayed on any lot without the written permission of Nocona Hills Owners Association, or its successors or assigns. Any such sign may be removed by the Board of Directors or assigns at any time. The owner of each lot shall keep grass, weeds, and vegetation (except as a part of landscaping plan approved by the Architectural Control Committee) trimmed or cut so that the same shall remain in a neat and attractive condition and said lot must not become a fire hazard. Upon failure of the owner to do so within thirty (30) days after notice to said owners of such condition, then Nocona Hills Owners Association, or its agent, may enter upon said lot to remove the same at the expense of the owner, provided that such cost to the owners shall not exceed actual cost. No abandoned or nonfunctioning automobiles, campers, recreational vehicles, boats, furniture or equipment shall be placed or stored on any lot within Nocona Hills that is construed as an eyesore by the Architectural Control Committee.

**7. 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 Nocona Hills Owners Association, or its successors or assign. Use of the lake shall be in compliance with the rules and regulations of the Nocona Hills Owners Association and the appropriate lake authority. In case of any conflict between the rules of the Association and the Lake Authority, the rules of the Lake Authority shall prevail.

**8. UTILITY EASEMENTS:** Lake Nocona Acres, Inc. for itself, its successors, assigns, or licensees, reserves a ten (10) foot wide easement along all road rights-of-way and a five (5) foot wide easement along the side and rear lines of each and every lot 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 wherever 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 of the purposes mentioned above. Exceptions: (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 lot running along or abutting the shoreline of Lake Nocona unless shown on the recorded plats; except, however, Lake Nocona Acres, Inc., 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. Lake Nocona Acres, Inc., 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. The owners of said property shall have no cause of action against Lake Nocona Acres, Inc., its successors, assigns, or licensee, either at law or in equity excepting in cases of willful negligence, by reason of any damages caused said property in installing, operating, removing, or maintaining the above mentioned installations. Lake Nocona Acres, Inc., its successors and assigns, reserves all mineral rights to the lands hereto.

**9. MAINTENANCE FEES, LIMITATION ON SALE:**

A. Each owner of a lot in Nocona Hills shall pay an annual maintenance fee to the Nocona Hills Owners Association (The "Association"). The amount of such annual maintenance fee shall be set in the by-laws of the Association, except as set out below, an owner will owe one annual Maintenance Fee for each lot that the owner owns.

THE EXCEPTIONS TO THE FOREGOING ARE:

(I) 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 devisees. It does not extend to the purchasers of such lots.

(II) For lots owned by one owner where such lots are contiguous or interconnected, such owner shall pay only one annual maintenance fee for all such lots, regardless of the number of such lots.

(III) For lots owned by one owner where a minimum of ten (10 ) annual maintenance fees are due for undeveloped lots, no additional maintenance fees will be due.

B. Each owner of a developed lot (a residence regardless of size or condition) in Nocona Hills shall pay an additional fee equivalent to the annual maintenance fee to be known as "The Road Rebuilding Fund" and dedicated to the complete rebuilding of the roads in Nocona Hills.

C. Each annual maintenance fee and residence fee shall be due August 1 of each year. An owner shall have the option of paying the fees in monthly installments. If any payment hereunder becomes overdue for more than thirty (30) days, at the Association's option, a late charge of \$20.00 per year may be charged in order to defray the expense of handling the delinquent payment.

D. The obligation to pay annual maintenance and residence fees shall be a covenant running with the land and shall be binding upon each owner of a lot in Nocona Hills and that owner's heirs, successors and assigns.

**10. GARBAGE AND TRASH DISPOSAL:** No lots shall be used as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. All residents must subscribed to an authorized trash removal company. No household trash or garbage will be burned. Any exceptions will be authorized in writing by NHOA Board of Directors.

**11. WATER AVAILABILITY, CONNECTION, AND FEES:** The owner or owners of each lot, for himself, his heirs, executors, or assigns, agrees that as a consideration of sale and as a 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 charges for water connection and service pursuant to the by-laws, service rules and regulation of Nocona Hills Water Supply Corporation.

**12. COVENANTS RUNNING WITH THE LAND:** 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. Lake Nocona Acres, Inc., 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. 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. In addition, Lake Nocona Acres, Inc., and/or such owner or owners may recover damages for violation of such restrictions, covenants, or easements.

**13. PARTIAL INVALIDITY:** Invalidity of any covenant, restriction, etc., (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc., and such covenants and restrictions, etc., not explicitly and expressly so invalidated shall remain in full force and effect. 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 Lake Nocona Acres, Inc. shall have the express right to enter the property of the violator and correct such violations, or to require the same be corrected.

**14. DURATION OF RESTRICTIONS:** The restrictions, conditions, covenants and agreements set forth in Paragraph 1, 5, 8, and 12 shall continue in perpetuity. All other restrictions, conditions, covenants or agreements contained herein shall remain in full force and effect until an instrument, agreeing to change said restrictions and covenants in whole or in part, is signed by the majority of the votes cast at any annual voting date on the last Saturday of May of each year. Such instrument shall then be recorded in the office of the County Clerk of Montague County, Texas. Any proposed changes must be presented to the Board of Directors with the signatures of at least seventy-five (75) separate lot owners requesting a membership vote at least ninety (90) days prior to final voting date. All members shall be sent notice of the proposed changes at

least sixty (60) days prior to the voting date. Each member may cast one (1) vote for each lot owned. The signature of only one owner of record is required for any lots with joint ownership. Notwithstanding the foregoing, any change in the amount of the Annual Maintenance Fee accomplished as set forth in Paragraph 9 of these restrictions, shall not be considered a change to these restrictions. Collection of the Annual Maintenance Fee in the amount set or prescribed in the Bylaws of the Nocona Hills Owners Association shall be fully enforceable as prescribed in these restrictions.

**15. LIEN AND POWER OF SALE:** All amounts owed by grantee for services performed under Paragraph 9 above, and for water availability and connection fees under Paragraph 11 above shall be secured by a lien against the property conveyed, and upon default in payment of any part thereof, the President of Nocona Hills Owners Association, or the President of Lake Nocona Acres, Inc., may, as trustee, sell all rights, title and interest of Grantee in said property conveyed herein in the manner prescribed by law for sales under deeds of trust, and shall apply the proceeds of such sale first to expenses of such sale, next to payment of such indebtedness, and any balance to be paid to Grantee herein.

**16. 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.

**17. 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 850 feet and no habitable improvement shall be constructed with a floor line below that elevation.

**18. EXCEPTIONS:** Lots 1470 (Motel/Office) and 1506 (Store) are excepted from these Restrictions in their entirety, it being the intention of The Nocona Hills Owners Association, that such lots be used for commercial purposes. Lots 2648 and 2649 (Fire Department), 1503 and 1504 (Church), 2416, 2417, 2418 (Maintenance Barn), 2443 (parking lot), 1505, 2551, 2552, 1944 (Water Supply Corporation), 1507, 2072 (Campgrounds), 1302 except the East ninety (90) feet (Beach Area/Boat Ramp), 1226 (Boat Ramp/Beach Area), 2197 (Recreation Area), and 2073 (Marina) shall be used for commercial purposes consistent with these intents. No voting rights shall attach to any such lots.

**19. FURTHER EXCEPTIONS:** No residence shall be constructed on Ranchette Lots 1471 through 1502, which has less than 1,200 sq. ft. exclusive of porch and garage area, when measured to and excluding exterior walls. One barn and two outbuildings shall be permitted on each of the lots provided the same Architectural Control as provided in Paragraph 4 of said restrictions shall apply to such outbuilding. Horses may be kept on Lots 1471 through 1502.

**20. GENERAL MANAGER:** Nocona Hills will be operated under a General Manager system. The person selected for that position must have experience as a city manager or management of a development or association similar to Nocona Hills.

**21. DEDICATED FUNDS:** Any fees approved or adjusted by the membership vote for specific purpose will be considered dedicated funds and will be deposited in a separate account to be withdrawn for the dedicated purpose only.

**22. TEXAS OPEN MEETING LAW:** The conduct of all Nocona Hills Owners Association Business matters, all meetings, scheduled or unscheduled, sessions, discussions or any other business activities affecting or affected by this document will be administrated in accordance with the Texas Open Meeting Act, Texas Revised Civil Statues, even if otherwise NHOA would be excluded.

**23. DISPOSAL OF PROPERTY:** All real estate or personal property (all acquired or repossessed lots or excess equipment, supplies and inventory) will be sold at 1:00 p.m. on the first Saturday after each quarterly membership meeting by sealed bid sale to the highest bidder.