

# SUBDIVISION DEED RESTRICTIONS

## SUBDIVISION DEED RESTRICTIONS OF TAMARACK MOUNTAIN SUBDIVISION

THE STATE OF TEXAS ) (

) ( KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BROWN ) (

That TAMARACK PROPERTIES, INCORPORATED, a Texas corporation, the owner of Tamarack Mountain Subdivision as shown by the Plat thereof duly recorded in the Plat Records of Brown County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free space between structures; and in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Tamarack Mountain Owners Association, shall have any liability nor responsibility at nor in equity on account of the enforcement of , nor on account of the failure to enforce these restrictions.

2. Subject to the provisions of the numbered paragraph 10 hereof, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private boathouse, a private storage building, and a private garage for the sole use of the owner or occupant. Lots 1 thru 127, 128-130, 494-495, 501-503, 529-532, 535-539, 544-546, 553 in Section 1 and

Section 2 Lots 1-125, lot 139, 140, 153-155, 200-204, 207-247, 288-332,371-419, 461-486, 524-545, 577-591, 617-627, 641-647. Lots listed above ARE SUBJECT TO A FLOODING EASEMENT IN FAVOR OF BROWN COUNTY WATER IMPROVEMENT DISTRICT NUMBER 1. In FLOOD ZONE lots listed above campers and RV's are not to be parked permanently. They cannot be left on the camping lot for more than 180 consecutively days. Campers and RV's must be road ready at all times with inflated tires, quick disconnect sewage, water and electric connections, and without attached deck, porch or shed. Nothing can be lift on the lot that is not permanently anchored per BROWN COUNTY SPECIFICATIONS, outside furniture, structures, burn pits, garbage or rubbish that can float in the lake or alter the natural flow of water runoff. MEMBERS WHO FAIL TO COMPLY WITH THE BROWN COUNTY RULES AND REGULATIONS OF FLOOD ZONES CAN BE FINED PER BROWN COUNTY WATER IMPROVEMENT DISTRICT 1.

Tents and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary conditions shall be allowed to exist on any lot.

All sanitary plumbing and facilities must conform to the regulations of the BROWN COUNTY HEALTH ECPT, STATE OF TEXAS, AND THE BROWN COUNTY WATER IMPROVEMENT DISTRICT NUMBER 1.

Any questions on issues listed above, BROWN COUNTY WATER IMPROVEMENT DISTRICT should be contacted.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, (I) no used existing buildings or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick and inside structural material, if such use is approved in writing by the Architectural Committee) and (II) no tar paper type roof or siding material will be used on any structure, and no sheet metal type roof or siding materials will be used on any structure without written approval of the Architectural Control Committee, and (III) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert nor drainage structure of any kind be install nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot. Each residential building, subject to paragraph9 and 10 hereof, shall have a minimum floor area of 720 square feet, exclusive of porches, stoops or closed carports, patios or garages.

5. No building, fence or other structure or improvement shall be erected, placed or altered, on any lot until two (2) copies of the construction plans and specifications, including specifications of all exterior materials and a plan show the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight months of such approval, the approval is null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easement reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easements shall be borne by the lot owner or purchaser and not the utility company.

7. No building or mobile home shall be located nearer to the side street lot line than ten (10) feet, or nearer to the side lot line or rear lot line than five (5) feet, or nearer to the front lot line than twenty (20) feet, except lots 1 thru 127 in Section 1 and all lots in Section 2, no building, travel trailer, camper or structure other than a fence shall be located nearer to the side street lot line than five (5) feet or nearer to the side lot line or rear lot line than (5) feet, or nearer to the front lot line than ten (10) feet; provided, however, that the Architectural Control Committee may allow lesser setbacks when unusual topography or design warrant it.

8. No animals or birds, other than household pets, shall be kept on any lot.

9. Except as provided below in regard to camping, no outbuilding, boathouse, tool house, basement or garage erected on any lot shall at any time be used for dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Mobile homes (including travel type trailers used as mobile homes) may be placed and used upon any lot only if same have been inspected by, and prior written approval has been granted by the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgement is deemed proper, including the following requirements:

(a) that the mobile home be of late model, in good repair and of attractive design and appearance, and underpinned within ninety (90) days with material approved by the Architectural Committee. Lots within the flood zone are not to be underpinned as required by BROWN COUNTY WATER IMPROVEMENT DISTRICT NUMBER 1.

(b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; otherwise no mobile home shall be placed on any lot.

(c) water service must be connected and an approved septic system must be installed for each mobile home, each residence of any kind and each travel trailer and all sanitary plumbing and facilities must conform to the requirements of the HEALTH DEPARTMENT OF BROWN COUNTY, STATE OF TEXAS and BROWN COUNTY WATER IMPROVEMENT DISTRICT NUMBER 1, prior to occupancy.

Camping on lots shall be limited to use of campers, camping trailer, tents or other camping shelters which shall be of good appearance and in good repair. Tents and similar types of camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be free of litter, rubbish, trash or other debris, and no unsanitary conditions shall be allowed to exist on any lot.

10. Easements are reserved along and within five (5) feet of the rear lines, front lines and side lines of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from and across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by other, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, mobile home demonstration and sales lots, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 7, and 9 shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of sanitary plumbing shall conform with the requirements of the HEALTH DEPARTMENT OF THE STATE OF TEXAS and the local authorities having jurisdiction. No sewage or effluent shall be disposed of upon, in, or under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

12. Subject to the provisions of the last sentence of this paragraph as to each lot in this Subdivision, (defined for purpose of the paragraph 12 only as Tamarack Mountain Section 1 and Tamarack Mountain Section 2 Subdivisions), and assessment is hereby made of all owners in said Subdivision. The amount of the assessment to be determined by the By-Laws of said Subdivision as amended from time to time by a 2/3 majority vote of voting members. The word "owner" as used in this sentence, shall include also the purchaser under a sales contract for a lot or lots in Tamarack Mountain Subdivision. Such assessments may be used for the enforcement of these subdivision restrictions and for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in the Tamarack Mountain Subdivision, and for any other uses approved by the Board of Directors of Tamarack Mountain Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Said assessments shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Tamarack Mountain Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30<sup>th</sup> of each year commencing in 1982, at which date in the year 1982 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until June 30<sup>th</sup> of each year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for interim construction

loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed.

Assessments against lots owned by the undersigned shall accrue , and liens securing same may attach, only during such times as a contract to purchase is then in force; no assessment shall be made against the undersigned nor against the unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not converted by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessment under this paragraph against such lot shall hereupon be automatically cancelled.

13. Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months form the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or material (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, refrigerators and other large appliance shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exist under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot which is under a contract of sale then in force, with the undersigned being the seller hereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, it successors or assigns. No lot or nay part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

15. No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision. Game Warden restrictions apply to unusual discharges of firearms

16. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (I) violate or attempt to violate any restriction or provision herein, or (II) suffer to be violated (with respect to the real property in which person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Tamarack Mountain Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (I) prevent such violation, (II) recover damages or other dues for such violation, and (III) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property. Notwithstanding any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

17. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 8<sup>th</sup> day of January, 1981.

Revised July 21, 2007 by 2/3rds Majority Vote at the Annual Meeting.

Revised July 16, 2016 by 2/3rds Majority Vote at the Annual Meeting.


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