

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**RESTRICTIVE COVENANTS AGREEMENT**

**Basic Information**

Date: \_\_\_\_\_, 2021

Owner: John Mark Lowery

Owner's Mailing  
Address: 4388 Fuller Springs Drive, Lufkin, Texas 75901

Property: The real property located in Angelina County, Texas described in the attached **Exhibit A**.

Permitted Uses: The Property may be used for residential purposes only. If a mobile or manufactured home is located on the Property, it must be a model constructed in the year 2000 or a year thereafter and it must be skirted. The Property may also include structures appurtenant to a residence like a barn or outbuilding.

Restricted Uses:

1. Any travel trailers used as a dwelling except in the event used during construction of a residence limited to a period not to exceed one year.
2. Any illegal activity.
3. Any nuisance, noxious, or offensive activity.
4. Any dumping of rubbish.
5. Any storage of—
  - a. building materials except during the construction or renovation of a residence or permitted appurtenant structure; or
  - b. unsightly objects unless completely shielded by a structure.

6. Any commercial or professional activity except reasonable home office use.
7. The drying of clothes in a manner that is visible from any street.
8. The display of any sign except—
  - a. one not more than five square feet, advertising a tract of land within the Property for sale or advertising a garage or yard sale; and
  - b. political signage not prohibited by law.
9. Interfering with a natural drainage pattern.
10. Subdivision of any platted lot within the Property by any party other than Owner.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner.

#### AGREEMENTS

1. *Permitted Uses.* For the Consideration, the Property may be used only for the Permitted Uses, subject to the Restricted Uses.

2. *Restrictions on Use of Property.* No portion of the Property may be used for the Restricted Uses of the Property for the period beginning on the date of this agreement and ending on the expiration of 25 years.

3. *Amendment and Termination.* This agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by the then owners of 75 percent or more in surface area of the Property (the “parties” whether one or more) and recorded in the real property records of Angelina County, Texas.

4. *Covenants Running with the Land.* Without limiting the provisions of paragraph 3. above, the parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Property.

5. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Angelina County.

7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

8. *Severability.* If a provision in this agreement is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this agreement, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

9. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.

10. *Number and Gender.* The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

11. *Captions.* Captions used in this agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

12. *Other Instruments.* The parties to this agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Permitted Uses and Restricted Uses of the Property. There are no representations, agreements, warranties, or promises, and no party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

15. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this agreement. This agreement is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns.

16. *Time.* Time is of the essence with respect to each covenant, agreement, and obligation of the parties set forth in this agreement.

17. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this agreement.

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John Mark Lowery

THE STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by John Mark Lowery.

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Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Chance Law Firm, PLLC  
2009 Tulane Drive  
Lufkin, Texas 75901

## **EXHIBIT A**

Sycamore Drive – Fuller Springs Drive Subdivision Phase I, a subdivision in the County of Angelina, recorded in Cabinet G on Slide 78-A of the Map and Plat Records of Angelina County, Texas, as shown on the plat attached as **Exhibit A-1**.

# EXHIBIT A-1

