

**RESTRICTIVE COVENANTS**  
**(To be attached to Deed)**

**THE STATE OF TEXAS**                   §  
  §  
**COUNTY OF LAMAR**                 §

That **Michael Fox and wife, Melissa Fox, Quincy Blount and wife, Tammy Blount** (Declarant), whose principal place of business located in the County of Lamar, State of Texas, being the legal owner of the property described on the preceding Warranty Deed, deem it to be in the best interests of Declarant and of any person who may hereafter purchase any or all of said lands, that there be established and maintained a uniform plan for the improvement, use and development of the land; and,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Declarant does hereby ADOPT, IMPOSE and IMPRESS upon each tract to which this document is attached, the restrictive covenants as set forth below, which shall be binding upon each and every owner of a lot or lots, their heirs, representatives, successors and assigns.

I.

Said property shall be used as single family dwelling for private residence purposes only, and shall not be used for any apartment housings or multi-family purposes.

II.

All residences constructed on the property shall be new construction (no moving on of buildings for remodeling or conversion into a residence), and shall contain no less than 1800 square foot. All residences shall face main roadways.

III.

Lots shall not be subdivided or replatted.

IV.

No mobile homes, double-wide homes, or campers/recreational vehicles shall be used as dwellings of any kind, whether permanent or temporary, upon the property; nor shall any prefabricated housing be moved onto the property. No trailer, tent, garage, barn or other

outbuilding hereafter moved onto or erected on any part of the property shall be used as a residence, either temporarily, or permanently; nor shall any structure of a temporary character be used as a residence. Only a building to be used as a shop can be utilized as living quarters with a limit of 2 years from the move in date. Shop must match the proposed permanent dwelling. Some rock or brick on the face or posts required. Within 2 years a permanent dwelling must be completed.

V.

No noxious or offensive trade or activity shall be carried on upon any part of the property which may be or will become an annoyance or nuisance to the neighborhood.

VI.

Each dwelling constructed on the property shall be of good quality, and the surface of its outside walls shall be at least 60% brick or rock, unless approved by the Declarant. All outbuildings shall be constructed with brick veneer or of corrugated metal, and new materials must be used of the same type of quality as the dwelling.

VII.

All residences constructed on the property shall be set back a minimum of 30 feet from the front and rear property lines, and a minimum of 30 feet from the side boundary line of each individual property or lot boundaries.

VIII.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, nor shall any waste be kept except in closed sanitary containers; and equipment for storage or disposal of such materials shall be kept in clean and sanitary conditions. There shall be no burning of household trash.

IX.

All fencing and other enclosures shall be constructed in a manner so as not to distract from the overall appearance and attractiveness of the property or block views. Yards shall be mowed, trimmed and maintained on a regular basis.

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All shops and kennels shall be constructed of good quality and design, and shall be no larger than what is necessary to safely and comfortably house the animal.

XI.

There shall be no mining or quarrying of natural materials, nor shall there be any removal of such materials.

XII.

No persons shall dump liquids, such as petro-chemicals, chemicals, radioactive or other toxic or non-toxic materials or liquids on the property.

XI.

No wrecking yards, or automobile or truck parts are allowed on the property. All vehicles parked in public view must be operational, with current license plates and inspection stickers. No unregistered vehicles, and no junk or non-operating vehicles shall be kept on the property.

XIV.

No building shall be erected or placed on any utility or drainage easement. Such easements shall be construed as covenants running with the land.

XV.

All plumbing, sanitary septic and waste systems will conform with the minimum State of Texas and Lamar County Health Department requirements for such systems, and shall be permitted or licensed if required by such departments. All residences constructed on the

property are required to have county specified septic systems and must be maintained per manufacturers guidelines.

XVI.

Damming, diverting, impounding, or otherwise altering the volume or velocity or flow of any stream, whether underground or above ground, or diffused surface water, within or contingent to the surface estate of the Property is prohibited.

XVII.

Each and all of the foregoing restrictions shall be in force for the period of twenty-five (25) years from the date hereof, except that the owners of the lots in said addition who are actual bona fide residents thereof may at any time, by joining in a written agreement duly executed, acknowledged, and filed of record in the office of the County Clerk of Lamar County, Texas, remove these restrictive covenants or any part thereof.

XIII

Each and all of the above and foregoing restrictions shall be covenants running with the land, and will be a limitation upon the enjoyment and use of the property. Upon a breach of any covenant prior to its expiration, any owner of the property may enforce the same, and - in addition to collecting damages - shall be entitled to injunctive relief. However, neither the present owners of the property nor their heirs, successors, or assigns, shall be under any obligation to enforce the provisions hereof, but shall have the right to do so if they so desire.

XIX.

There shall never be any defeasance of title, legal or equitable, because of the breach of the foregoing covenants and conditions, or because of the breach of any of them. Further, the validity and enforce ability of any mortgages or other lien now in existence or hereafter created on any portion of the above described property shall never be affected or in any way impaired by these restrictions.

The invalidity of any section, subdivision, clause or provision of this instrument and declaration shall not affect the remainder hereof or any valid and enforceable clause herein contained. The declaration of limitations upon use, and conditions of use and enjoyment of said

property or any part thereof shall run with the title to the property and each part thereof and shall be binding upon and inure to the benefit of all persons and parties who mat at any time own any part thereof.

This instrument is executed on this the \_\_\_\_\_ day of May, 2018, and shall be binding upon and inure to benefit of not only the parties hereto, but all other persons and parties who may at any time during the term of said restrictions own an interest in any part of the above described tract of land.

By: Michael Fox Jr. dotloop verified  
05/30/18 9:35AM EDT  
IMJN-HTCO-202A-Q48V  
**Michael Fox**

By: Melissa Fox dotloop verified  
05/30/18 1:40PM EDT  
WEUH-GP5W-VIMI-KAIF  
**Melissa Fox**

By: Quincy Blount dotloop verified  
05/30/18 6:18AM EDT  
KYSZ-TG4S-GUOY-XQFZ  
**Quincy Blount**

By: Tammy Blount dotloop verified  
05/30/18 6:22AM EDT  
ZGIG-1SV9-REZJ-4ZB4  
**Tammy Blount**



(Acknowledgment)

STATE OF TEXAS  
COUNTY OF LAMAR

This instrument was acknowledged before me on the \_\_\_\_\_ day of **May, 2018**, by  
Michael Fox and wife, Melissa Fox, Quincy Blount and wife, Tammy Blount.

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Notary Public, State of Texas

After Recording, Return To:  
Michael Fox and Melissa Fox  
2640 Meadow Ln.  
Paris, TX 75462