

22,591

RESTRICTIVE COVENANTS

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CAMP X

That Sunset Bay Addition # 2, Volume 2 Page 43A, lots 1-A through 12, Sunset Bay Addition #3, Volume 2 Page 14, lots 13 through 26, Buzzard Roost Addition, Volume 2 Page 20, lots 1 through 16 doing business in Pittsburg, County of Camp, State of Texas, appearing herein by and through its duly authorized agent, and the owners of all those certain tracts and parcels of land lying and being situated in the John H. Milligan Survey, Abstract No. 85, Camp County, Texas, and being all lots, as per plats of the above described additions in Camp County, Texas do hereby mutually covenant and agree that all the herein described property shall be subject to the following covenants and restrictions, to-wit:

- (1) The premises are conveyed and shall be used exclusively for residential purposes, except as to those lots designated as business or commercial areas on the recorded plats of Sunset Bay Addition. No building may be moved into Sunset Bay Additions without prior written approved of the Architectural Committee. No used building material may be used in any construction without the written consent of the Architectural Committee at Sunset Bay Addition. All plans for building must be submitted to the Architectural Committee and must first be approved by the committee before any construction can commence. A set of plans must be filed with the Committee and retained by the Committee until the building is finished.
- (2) Dwelling Size: The floor area of the main structure, exclusive of all exterior storage, whether attached or detached, open porches and garages shall be not less than 1200 square feet. Any out buildings must conform with the house.
- (3) Transport Vehicles: Trucks with tonnage in excess of one ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this

- (4) Oil and Mining Operations: No oil, drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- (5) Water Supply: Any water supply system shall be permitted on any lot as long as such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of State Board of Health, and the Titus County Fresh Water Supply District No. 1. Approval of such system as installed shall be obtained from such authorities.
- (6) Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State Board of Health and Titus County Fresh Water Supply District No. 1. Approval of such system as installed shall be obtained from such authorities.
- (7) Each house must have a paved driveway from the street to the garage or carport. Paving may be concrete, asphalt, brick or oiled-sand, gravel.
- (8) No original lot may be divided into two (2) tracts of land. No more than one single family dwelling may be erected upon each. Homes built on these lots must comply with the property line restrictions as stated in (10) below.
- (9) All of the herein described property platted as Sunset Bay Addition shall be residential lots or reserved for parks. No structure shall be erected on any residential lot other than one single family dwelling, garage, servant's house for the use of bona fide servants, and such other accessory buildings as are customarily used with large single family homes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than those erected for the purpose set out in this paragraph.
- (10) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line as indicated on the recorded plat. No fence, wall hedge or shrub planting which obstructs sight lines at

The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. Any and all types or kinds of fencing must be approved by the Architectural Committee before erection of same can be commenced.

- (11) The main building shall not be located on any lot nearer to the lot line than the building line indicated on the recorded plat. The main building shall be erected a minimum of 10% of the average width of the lot at the building line, from the side property lines. On corner lots the main building shall be constructed to conform to the building line as indicated on the recorded plat, from the side street property line. Detached and attached garages and accessory buildings on corner lots shall not be nearer to a side street property line than the setback line as indicated on the recorded plat. Detached garages, servants' quarters and out buildings not attached to the main building may be placed within 18 inches of the sidelines and within 18 inches of the rear lot line or easement.
- (12) No sign of any kind may be placed or erected on any lot or anywhere in the Subdivision, except, (1) those signs erected by the Subdivision management for the purpose of safety and directions, or (2) signs erected on commercial lots after approval by the Architectural Committee.
- (13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs or cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
- (14) No property within this addition shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including properties reserved for community use. All such waste shall be kept in sanitary containers, and all equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. Burning of trash, leaves, etc., will not be permitted.
- (15) Easements for the installation and maintenance of utilities and drainage facilities are reserved to the Developers as shown on the recorded plat.

- (17) No noxious or offensive activities shall be carried on upon any lot, nor any thing done thereon, which may be or become an annoyance or nuisance to the neighborhood.
- (18) The owner of each lot shall keep the same clean and free of weeds and debris. Upon failure to do this, Sunset Bay Addition may have the lot cleaned and cost shall be payable by the owner to Sunset Bay Addition. All recreational facilities at Sunset Bay Addition are for the use of property owners only, and are to be used at their risk.
- (19) Sunset Bay Addition, Inc. reserves the right to resurvey any unsold lots to such size and shape as they in their sole discretion shall determine to be necessary for the effective development of Sunset Bay Addition.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of five (5) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceeding at law, or in equity against any personal or personal violating or attempting to violate any covenant, either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall not affect any of other provisions, which shall remain in full force and effect.

It is expressly provided that the breach of any of the foregoing conditions or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, as to the same premises, or any part thereof, encumbered by such mortgage or deed of trust; but said conditions shall be binding upon and effective against any owner of said premises, whose title thereto is acquired by foreclosure, trustees' sale, or otherwise, as to any breach occurring after such acquirement of title.

WITNESS MY HAND this 23 day of March, A.D. 1993.

ATTESTED:

J. M. Hall
Agent

J. S. 7 Hall
Owner
Ellene Hacker
Owner

John E. McHurt
Registered Public

That I, William to the lines, late, streets shown on the
 exactly according to the lines, late, streets shown on the
 owner of the property, and do hereby d
 2-11-93

5 was with view
undesignated authority, or this day personally
on whose name is subscribed to the foregoing
see for the purposes and considerations the
hand and seal of office at _____
A. D. 1900

Notary Publ.:

Approved by the Constabulary Court
of *South Wales* A. D. 1980. *J*