

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUNSET RIDGE SUBDIVISION
Nacogdoches County, Texas**

On this the 19th day of February, 2008, **LESTER LOWERY AND WIFE, OTHAL M. LOWERY** (herein collectively called the "Developer"), being the owner of all lots in **SUNSET RIDGE SUBDIVISION** (herein called the "Subdivision"), hereby declare that the Land described below shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this **Declaration of Covenants, Conditions and Restrictions for Sunset Ridge Subdivision** (herein called the "Declaration") and the provisions hereof shall be and do constitute covenants to run with the Land and shall be binding upon the Developer, their successors and assigns and all subsequent owners of each lot of said Subdivision and the owners, by the acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this Declaration of Covenants, Conditions and Restrictions for Sunset Ridge Subdivision.

1. **LAND.** Developer is the owner of real property located in Nacogdoches County, Texas, (herein called the "Land"), which Land is comprised of all those certain lots of land lying and situated in Nacogdoches County, Texas, and being LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16) AND SEVENTEEN (17) of the SUNSET RIDGE SUBDIVISION, a subdivision of 30.210 acres out of the W. D. Jackson Survey, Abstract No. 729, in Nacogdoches County, Texas, and which SUNSET RIDGE SUBDIVISION is shown and depicted on the current official map or plat of said Subdivision which is of record in Book 9, Page 15 of the Map and Plat Records of Nacogdoches County, Texas, reference to which is hereby made for any and all purposes.

2. **SUBDIVISION.** Developer has subdivided the Land into lots (herein called "lots") according to the plat of said Subdivision which is recorded in Book 9, Page 15 of the Map and Plat Records of Nacogdoches County, Texas, to which plat and its record reference is made for all purposes. With the exception of Lot FIFTEEN (15), Developer plans to create a residential community by selling the lots for the construction of single-family dwellings, pursuant to this Declaration of Covenants, Conditions and Restrictions for Sunset Ridge Subdivision.

3. **PURPOSE.** The Land is encumbered by the covenants, conditions, restrictions, reservations, and charges set forth in this Declaration to insure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and,

in general, to provide for development of the highest quality to enhance the value of investments made by lot owners.

4. **HOMEOWNERS' ASSOCIATION OF SUNSET RIDGE SUBDIVISION IN NACOGDOCHES COUNTY, INC.** Developer has caused to be formed and organized the **Homeowners' Association of Sunset Ridge Subdivision in Nacogdoches County, Inc.** (herein called the "Association"), a non-profit corporation under the laws of the State of Texas, for the purposes and with the effect set forth hereinbelow in this Declaration and the Certificate of Formation and Bylaws of said Association.

The said Association: (a) is hereby designated as the representative of the owners of property in the Subdivision; (b) shall have a membership solely consisting of the owners of the property covered by this Declaration for the Subdivision; and (c) shall manage and regulate the Subdivision for the benefit of the owners of property in the Subdivision.

The said Association is hereby authorized to assess and collect regular and special assessments on all of the property in the Subdivision.

Mandatory membership in the said Association is hereby required for all the owners of property within the Subdivision in accordance with the Bylaws of said Association.

The said Association shall be subject to all applicable statutes which are provided in Chapters 207 and 209 of the Texas Property Code, both those now in force and as the same may hereafter be amended from time to time, reference to which is hereby made for the purposes of incorporating same herein as if copied verbatim herein.

5. **ASSOCIATION'S ARCHITECTURAL CONTROL COMMITTEE.** The Association has created an Architectural Control Committee (herein the "Committee") initially composed of Mark Lowery, Joe Lowery and Paul A. Clark, to serve until their successors are named by the Association. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by the remaining members or a single remaining member. These members of the Committee shall serve until the Association selects new members.

No building, garage, storage house, wall, fence, driveway, sidewalk, parking area or other improvements shall be erected, placed, altered or maintained upon any lot, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, actual colors, materials and location shall have been submitted to and approved in writing, (considering, among other matters, the harmony of external design and location in relation to surrounding structures and topography), by the Architectural Control Committee, which approval will not be unreasonably withheld. Plans, specifications and plats shall be filed with the Committee by delivery to the office of the Developer. All actions of the Committee will be in writing and copies of its actions

will be retained in its records maintained at the office of the Association. If the Committee fails to act on a request within thirty (30), days after filing plans and specifications, said plans and specifications shall be deemed approved.

Construction done pursuant to and in accordance with plans, specifications and plats approved (or allowed to become effective without approval because of an untimely response) by the Committee under the terms of this paragraph shall be conclusively presumed to comply with these restrictions and shall not be subject to legal prohibition under paragraph 7, or any other provisions hereof.

The Committee is authorized, in its sole discretion, to grant a deviation from the requirements contained in sub-paragraphs 6 B, 6 C, 6 D, & 6 F hereinbelow.

6. RESTRICTIONS ON LOTS.

A. **LAND USE.** All lots in the Subdivision shall be used for single family residential purposes, save and except for Lot 15 of the Subdivision, which Lot 15 may be permitted to have up to four residential duplexes located upon same. Temporary uses may be made of the lots by Developer for model homes, parking lots or sales offices, which shall be permitted until such units are sold or until permanent cessation of such uses takes place.

B. **BUILDING TYPES.** With the exception of Lot 15, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and one-story garage for not less than two motor vehicles nor more than six motor vehicles. As to Lot 15 of the Subdivision, the Developer reserves the right for Developer and Developer's successors in title and interest to Lot 15 of the Subdivision to construct, maintain and operate: (a) up to four separate residential buildings (each of which four residential buildings so authorized may be either a detached single family residence, or an attached duplex, or any combination thereof – for a total of up to eight residences in duplex format if and provided the owner of Lot 15 exercises the right to construct up to the maximum of four duplexes). No building shall remain uncompleted for more that one year after construction has been commenced.

C. **DWELLING SIZE.** The living area, exclusive of open or screened porches (covered or uncovered), garages, storage rooms, stoops, open terraces, and/or servants quarters, shall be not less than the following minimum specifications, to-wit:

Each main single-family dwelling shall be not less than 2,000 square feet and, if more than one story, the ground floor shall be not less than 1,500 square feet and the combined area for the first and second floors shall be not less than 2,000 square feet.

D. **BUILDING MATERIALS.** All residential buildings must be constructed on site of new materials, and which materials and the colors thereof must be expressly approved by the Architectural Control Committee. The Architectural Control Committee may waive this requirement of new material by written decision filed in

its records if such is deemed aesthetically compatible with the Subdivision. All roof materials on houses shall be compatible in color and texture in the opinion of the Architectural Control Committee and be built on a minimum pitch of 6 to 12.

E. **CONDITION.** All improvements and personal property placed upon any lot shall be kept at all times in a sanitary, healthful and attractive condition.

F. **BUILDING LOCATION.** No building located on any lot shall be nearer to the street than the setback lines on the recorded plat, which is twenty-five (25) feet. All interior side setback lines shall be 10 feet, unless a variation is granted by the Architectural Control Committee. Under no conditions shall any building be located on any easement shown on the plat. The location of all buildings on the lots shall be subject to and comply with the Subdivision requirements of Nacogdoches County and shall be approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to deviate and grant exceptions to these requirements.

In the event a Buyer purchases two or more adjoining lots and desires to construct a dwelling across the common side lot line(s), the Architectural Control Committee shall have absolute authority to permit such act by written vacation of the side lot line setbacks for the respective lots affected thereby, provided there is not then any utility easement along the common side lot line.

Eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of determining compliance with building location requirements. However, no structure may encroach on another lot or obstruct any easement, except that fences may be constructed on easements other than pipeline easements at the owner's risk. No obstruction to visibility at street intersections shall be permitted.

G. **UTILITY SERVICES.** The delivery of water to all lots will be through water lines in the Subdivision connected to water delivered by the Etoile Water Supply Corporation, its successors and assigns. All lots with a residence constructed thereon shall have sewer systems that are aerobic spray systems which have been inspected and licensed by any and all state and county regulatory agencies having jurisdiction over said sewer system, and further conditioned and provided that the operation of such sewer systems on any and all lots of the Subdivision shall be continuously maintained in accordance with each and every requirement of said license for its respective operation. No other water or sewage systems shall be used on any lot within the Subdivision except as those methods prescribed herein or which may hereafter be allowed by the Association in accordance with the then current law and restrictions authorizing such sewer systems. All utility services shall be underground to each dwelling and shall meet the requirements of the utility company for connection.

H. **GARBAGE & REFUSE.** No rubbish, trash, garbage, manure, debris or other waste material shall be kept, dumped, placed or permitted on any lot within the Subdivision except in sanitary containers located in appropriate areas concealed from public view.

I. **NO COMMERCIAL USE.** No commercial business of any kind shall be conducted on or from any lot in the Subdivision.

J. **NUISANCE.** No noxious or offensive activity shall be carried on, in or upon any lot within the Subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in Sunset Ridge Subdivision, except household pets not exceeding three (3) in total number may be kept upon any Lot and further provided the same are not kept, bred or maintained for commercial purposes. No hogs or pigs shall be kept, bred or raised on any lot within this Subdivision. All animals on any lot shall be confined to the respective lot owner's premises by an adequate fence or enclosure and shall be kept in a sanitary and healthful condition.

K. **PARKING.** No automobile, camper, recreational vehicle, boat, trailer, house trailer or other vehicle or other obstruction shall be placed or parked on any road or street, said roads and streets being for the principal purpose of providing ingress to and egress from lots within the development.

L. **NO TEMPORARY STRUCTURES.** No temporary structure, mobile home, motor home, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot as a residence either temporarily or permanently. No building or mobile home or manufactured home may be moved onto any Lot.

M. **RESUBDIVISION.** With the exception of Lot Numbers 15, 16 and 17 in the Subdivision, no lot in the Subdivision may be further subdivided unless the resubdivision creates a lot larger than originally platted. As to Lots 15, 16 & 17 in the Subdivision, Developer for Developer and his successors in title and interest to Lots 15, 16 & 17, hereby expressly reserves the right to resubdivide in one or more subsequent resubdivisions any portions of Lots 15, 16 or 17 in the Subdivision, provided that any such resubdivision creates a lot size of not less than one-half (½) acre at anytime.

N. **NO BUSINESS.** No gainful occupation, trade or other non-residential use shall be conducted on any lot of the Subdivision.

O. **SIGNS.** No sign shall be displayed on any lot within the Subdivision except for:

- a. one sign not to exceed a total of five square feet on any one side of said sign, which permitted sign shall be for the sole purpose of advertising for sale that lot which the sign is located upon;
- b. signs used by Builders while the improvements on said lot within the Subdivision are being constructed and erected; and,
- c. signs displayed by the Developer to advertise the lot for sale within the Subdivision during either the construction phase of the residence upon the lot or during the sales phase of the lot, whether prior to or subsequent to the construction of improvements thereon.

P. **NO OIL & MINING OPERATIONS.** No drilling, development, refining, quarrying, mining or prospecting operations for any minerals shall be conducted on

any lot within the Subdivision nor shall any well, including a water well, tank, tunnel, mineral excavation or shaft be permitted on any lot within the Subdivision.

Q. **CLOTHESLINES.** No clotheslines shall be constructed, placed or erected on any lot within the Subdivision in such a way as to be visible from outside that lot.

R. **AUTOMOBILES & MOTOR VEHICLES.** No automobiles, boats, trailers, motor vehicles or travel trailers which are not then and there in proper working condition and which are not then and there currently licensed and inspected shall be kept on any lot in the Subdivision. No converted buses are allowed for more than one occasion of 36 hours within any consecutive thirty (30) day period of time on any lot in the Subdivision. No vehicle powered by an internal combustion engine fueled either with gasoline or diesel which is not currently licensed and inspected may be operated upon any street within the Subdivision. No vehicle at anytime may operate at a speed in excess of fifteen (15) miles per hour upon any street within the Subdivision. No vehicle and/or attached trailer that has a combined gross vehicular weight rating in excess of 30,000 pounds may be driven upon, parked or operated upon any street within the Subdivision, except for the sole limited purpose of delivering materials to any Lot within the Subdivision for the purpose of constructing a residence which has been approved by the Architectural Committee, and further provided that any damage done to the roadways of the Subdivision in connection with the delivery of said materials shall be at the expense and liability of the operator of said delivery vehicle(s). Except for battery powered vehicles weighing less than one thousand pounds when empty, no operation of any unlicensed or uninspected motor propelled vehicles shall be permitted upon or across any street or road of the Subdivision, except for those which shall have been expressly approved in writing by the association for the benefit of the members of the association (i.e., tractors and lawn mowers mowing and maintaining the Lots and easements in, on or within the Subdivision)

S. **FENCES & WALLS.** Fences and walls may only be erected or maintained within the minimum building setback requirements from any lot line adjacent to a street and shall not be nearer to that street than the front of the dwelling on that lot. No chainlink fence will be permitted.

The exact design and layout of any proposed fence or wall shall be submitted to the Architectural Control Committee for approval prior to construction. No construction shall commence without the Architectural Control Committee's approval. The Architectural Control Committee shall have the authority to deviate and grant exceptions to these requirements.

T. **MAILBOXES.** Mailboxes must be bricked around in a decorative fashion to be approved by the Architectural Control Committee.

7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision and over the entire area of all commonly owned or dedicated streets. In addition, easements for utilities, water, telephone, electricity and drainage easements are hereby expressly reserved on the front of each and every lot for a distance of twenty-

five (25) feet commencing at the street's edge with the lot and then extending from the said street's edge continuously toward the back of said lot until reaching a maximum distance of twenty-five (25) feet from the street's edge with said lot. Within these easements hereby reserved in this paragraph, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Fences, if installed, may not extend closer to any street than the front of any residence. Pipeline easements may not be fenced.

8. **DRIVEWAYS AND WALKWAYS.** Driveways and walkways will be constructed of asphalt or concrete.

9. **ENFORCEMENT.** If the owners of any lot or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any covenant, condition or restriction in this Declaration, then either the Developer or the Association may prosecute any proceeding against the person or persons violating or attempting to violate any such covenant, condition or restriction in this Declaration, or if the Developer or Association shall fail to do so after sixty (60) days written notice from a person owning any lot encumbered by this Declaration, then any such owner of a lot within the Subdivision may prosecute any proceeding against the person or persons alleged to have violated any covenant, condition or restriction in this Declaration. The violation or attempted violation of any covenant, condition or restriction in this Declaration would result in irreparable damage to Developer and the Association and other owners of lots in the Subdivision, thus the breach of any provision of this Declaration may not only give rise to an action for damages but also may be enjoined by an action for specific performance in equity in any Court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, the violator shall pay all the court costs, the enforcing party's reasonable attorney's fees, and other costs of suit.

10. **SEVERANCE.** In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges in this Declaration. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

11. **TERMS OF RESTRICTIONS.** All covenants, conditions and restrictions hereunder are for the benefit of the entire development of the Subdivision and shall be binding upon the purchasers, their successors, heirs and assigns. Invalidity of any one of the covenants, conditions or restrictions in this Declaration by a judgment of any court shall in no way affect or invalidate any of the other provisions hereof. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of one hundred (100) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of the then owners of lots in the

development has been recorded, agreeing to change said covenants in whole or in part.

12. **NON-WAIVER.** No delay or omission on the part of the Declarant or the owner of other lots in the development in attempting to enforce any of these covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein.

EXECUTED this the 19th day of February, 2008.

"Developer":

Lester Lowery

Othal M. Lowery

THE STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This instrument was acknowledged before me on the 19th day of February, 2008, by Lester Lowery and wife, Othal M. Lowery.

Notary Public - State of Texas

After recording, please return to:
Attorney Paul A. Clark
P O Box 1326
Huntington, Texas 75949-1326