

Declaration of restrictions, covenants, & conditions of 906 Lumkins Road, Forrester TX 76041
Also Known as 970 T I SMITH 2.294 ACRES

THE STATE OF TEXAS}

KNOWN BY ALL MEN BY THESE PRESENT

COUNTY OF ELLIS}

This declaration is made this the _____ day of _____ 2022, by George & Judy Lonon Its successors, and/or assigns hereinafter called "Developer".

Article I

Construction of Improvements and Use of Lots

Section 1. Residential Use: All lots shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than the one (1) single family residence or lot, guest house & a private garage as provided below. The guest house should be no larger than 1200 square feet maximum.

Section 2. Garages: The garage door of any house or residence on the property, must open on the side or at the rear of the house or as otherwise approved by the Developer. No carports.

Section 3. Restriction on Re-Subdividing: None of the property shall be subdivided into smaller lots.

Section 4. Driveways: Driveways shall be surfaced.

Section 5. All propane tanks must have fence or landscape screen to block view from the street and must be placed on the side or rear yard behind the front of the house.

Section 6. No above ground swimming pools will be permitted.

Section 7. Uses Specifically Prohibited.

- a. No temporary dwelling(s), shop(s), trailer(s), storage building(s), or greenhouses, and gazebos, and small building for storage of lawn equipment, may be placed on a lot except within the backyard in an area fenced and private; These structures cannot be placed anywhere on the side yards. Structures may be no less than twelve hundred (1200) square feet and no more than two thousand (2000) square feet with 12' maximum plate height. If a weld or bolt up metal style building is to be erected, maximum roof pitch is to be 6/12. All metal is to have factory paint finish with similar colors to existing home.

No building materials of any kind shall be placed and stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

- b. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling or parked on any public street on the property, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard within a fence and concealed from all neighbors' view (except a view over an 8' wall). Provisions must be made for concealment of oversized and overly tall equipment. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of the property.
- c. Trucks with tonnage in excess of one ton shall not be permitted or parked overnight on the property except within enclosed structure, or, those used by a builder during the construction of improvements.
- d. No vehicle of any size which transports flammable to explosive charge may be kept on the property at any time; except for delivery of allowed substances.
- e. No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any property at any time as a dwelling house.
- f. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the on the property.
- g. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property except for household pets which provide companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes, or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises hogs, goats, guinea, fowl, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than (1) cow, or (1) horse per acre will be permitted on each lot and same shall be kept in a fenced area. No more than a total

of four (4) additional pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris.

- h. No lot or other area on the property shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Developer, and, unless otherwise expressly permitted by the Developer, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. The storage of such material shall be kept clean, and may be stored on lots during construction so long as construction progresses without undue delay.
- i. No trailer houses or mobile homes allowed.
- j. No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air condition and heating units and similar items must (to the extent reasonable) be visually screened from the street and adjoining lots and must be located in areas not visible from the street and adjoining lots and must be located in areas acceptable to the Developer.
- k. No antennas shall be permitted on the property except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except for the small satellite dishes and including an Internet satellite dish or tower for Internet satellite dish. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.
- L. No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.
- m. Within easements on the property, no structures, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

- n. No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period, or the small signs that the school gives out for their students to put out in their yard. Developer, its successors and/or assigns, or its agents, shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Developer, and may be required by the Developer to be removed, in the sole judgment of the Developer if some are found to be inconsistent with the high standards at the property.
- o. The drying of clothes in full public view is prohibited.
- p. No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

Section 8. For room addition & guest house purposes only: Building Materials, Exterior Items and Surfaces. The total exterior wall area, except windows and doors, of each building constructed on a lot shall be not less than eighty percent (80%) brick, brick veneer, stone, stone veneer, or other material approved by the Developer. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials unless otherwise approved by the Developer. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation; gables or other areas above the height of the top of standard height first floor windows. No plywood shall be used on any exterior wall unless approved by the Developer. Roofing shall be composed of 300# or better composition shingles, metal seamed, man-made slate, concrete flat tile, or other materials shall be permitted when approved by the Developer. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint stain, shall be subject to the proper approval of the Developer, both as to design, material and locations.

Section 9. Fences and Walls. Any fence or wall must be constructed of masonry, steel, brick, stone, iron work, wood, or other material approved by the Developer. Retaining walls must be constructed entirely out of materials approved by the Developer. No portion of any fence shall extend more than ten (10) feet in height.

Section 10. Mailboxes. Mailboxes must meet County and City standards.

Section 11. Commencement of Construction. Each residence constructed on each lot and any other improvements there to shall be commenced and completed with due diligence promptly. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 ½) years.

Section 12. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or County, or which may be required by the franchise of any utility company, or which may be installed by the Developer pursuant to its development plan, no aerial facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the property whether upon individual lots, easements, streets or right-of-way of any type whether by the utility company or any other person or entity, including, but not limited to any person owning or acquiring any part of the property, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by public utility.

Article II General Provisions

Section 1. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Developer reserves the right to make changes in and additions to the installing of improvements. By acceptance of a deed to any lot, the owner then covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 2. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Developer.

Section 3. Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line.

Section 4. Maintenance of Improvements. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his, her, their lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 5. Yards. Grass, weeds and vegetation on the property must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Developer may, at its option, have the grass, weeds, and vegetation cut, when, and as often as necessary in its judgment, and the owners of the property shall be obligated to reimburse the Developer for the cost of such work.

Section 6. Developer has the sole right to grant variances.

Executed this _____ day of _____, 2022.

George Lonon

Judy Lonon

The State of _____
County of _____

Before me _____ (name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2022.