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THE STATE OF TEXAS Y
 Y
COUNTY OF HENDERSON X

KNOW ALL MEN BY THESE PRESENTS:

THAT EDDIE LAMBERT and wife, A. B. HOLLAND LAMBERT, owners of Royal Forest Bay Subdivision in Henderson County, Texas, as shown on plat thereof recorded in Volume 7, Page 71, Plat Records of Henderson County, Texas, do hereby make and adopt the following restrictive covenants and impress all of the property in said subdivision with such restrictions, to-wit:

I.

All lot owners shall comply with all local, county and state health rules and regulations governing sanitary conditions and shall comply with the city ordinances of Coffee City, Texas.

II.

No outside toilet or any toilet not connected to a sanitary septic tank shall be constructed upon, moved upon, or permitted on any property in the subdivision, except on a temporary basis during construction of residential dwelling, and then not to exceed one year. All septic tanks and lateral lines of septic tanks shall be no closer than 15 feet to the front property line of any lot and no closer than 10 feet to the rear or side property lines of any lot.

III.

All construction must be completed on the exterior within 365 days from the beginning of construction and must be painted or stained with two exterior coats of paint or stain within 60 days from outside completion, and all dwellings shall be constructed on the land or be factory built mobile homes. No bus bodies, campers or shacks shall be permitted on any lot.

IV.

No property in the subdivision shall be used for commercial or business purposes, except Lots 1, 2, 24, 25 and 26 which may be used for commercial or business purposes, but any commercial or business purpose to be conducted or carried on on any of said lots shall be light commercial only, such as grocery store, service station or related business, and any junk yards are expressly excluded, as well as any business activities that are noxious or offensive.

V.

No lot owner shall permit his property to become a fire hazard. Each lot owner shall be responsible for keeping his lot mowed and clean.

VI.

No lot owner shall permit his lot to become unsightly or permit anything to remain on any lot in the subdivision which constitutes a public nuisance.

VII.

A 10 foot easement shall exist along the front, side and/or rear property line of any and all lots, except on the waterfront side of waterfront lots, for the installation, maintenance and upkeep of public utilities.

VIII.

Any one or more property owners shall have the right to institute and prosecute proceedings, at law or in equity, against the person or persons violating or attempting to violate any restriction, either to prevent him or them from so doing or to correct such violation or to recover damages including reasonable attorney's fees for such violation. Invalidation of any one or any part of these restrictions, by judgment or court order, shall in no wise affect any other provisions or parts of provisions which shall remain in full force and effect.

IX.

No animals of any kind other than household pets such as cats or dogs, rabbits or fowl, shall be kept on any of the property, and said animals permitted to be kept shall be enclosed by pen or fence. However, a horse or a pony may be kept on a lot on a temporary basis, such as a weekend or during holidays or vacation period of a lot owner.

X.

No junk cars or trash piles shall be permitted and garbage or trash of any kind shall be placed only in suitable containers.

XI.

No fences taller than six (6) feet in height may be erected on the property, and no fence shall be erected on the front or roadside of any lot except that a fence may be constructed on the front or roadside of a lot if the setback thereof is two (2) feet or more from the extreme margin of said road.

XII.

Each residential dwelling shall have a minimum of 660 square feet of floor space, excluding porches, carports and attached garages, and only one residential dwelling shall be permitted on any lot. No lot shall be subdivided.

XIII.

No person, firm, corporation, or individual shall in any way alter, change, grade or affect the lots above

described in any way that would materially alter, affect, inundate, and/or change the drainage on any other lot or lots in Royal Forest Bay Subdivision.

XIV.

These restrictive covenants are made for the benefit and mutual protection of all persons who may hereafter own lots in the subdivision. These restrictions are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision, whether by devise, purchase or otherwise, and any person, by the acceptance of title to any lot of this subdivision, shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty years from date hereof and thereafter in perpetuity except that if 2/3 of the property owners, with one vote per lot, shall elect to change any one or more of these restrictions and shall execute an appropriate legal instrument duly recorded in the office of the County Clerk of Henderson County, Texas, then such change shall become effective after the expiration of twenty years from date hereof. Thereafter these restrictions may only be amended at ten year intervals in the same manner herein provided.

XV.

The owners of the subdivision shall not be responsible or liable for the enforcement of these restrictions. As stated above, these restrictions may be enforced by any one or more lot owner.

XVI.

If any owner of any lot wants to vary any covenant contained herein, he shall submit a request for variance to the owners of said subdivision for consideration. The owners may in their full discretion grant or refuse said variance.

WITNESS THE EXECUTION hereof this the 16th day of June, 1971.

Eddie Lambert
Eddie Lambert

A. B. Holland Lambert
A. B. Holland Lambert

THE STATE OF TEXAS X
COUNTY OF HENDERSON X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

