

THE STATE OF TEXAS

§

RESTRICTIVE COVENANTS

COUNTY OF LAMAR

§

§

KNOW ALL MEN BY THESE PRESENTS; That **AMANDA LILES, JON BOEHLAR and JACOB ALLEN** (the "Developer"), being the owners of the property described on Exhibit A attached hereto (the "Property"), known as AUDS CREEK ESTATES, the plat of which subdivision is recorded in Envelope 184-A, Plat Records of Lamar County, Texas, and the Amended Plat of which is recorded in Envelope 171-D, Plat Records of Lamar County, Texas, hereby adopt the following restrictions governing the use of the Property. **The Amended Plat of record in Envelope 171-D, Plat Records of Lamar County, Texas, and the information contained thereon shall always be considered the correct plat of the subdivision.**

I.

The Property or any part thereof are to be held, sold and conveyed subject to these restrictions and covenants, which restrictions and covenants shall run with the land and shall be binding on all owners of the Property or any part thereof, their heirs, successors, personal representatives and assigns for **twenty-five years** from the date hereof; they shall automatically be extended unless by a written vote of the then owners of two-thirds of the lots in the Property the said owners vote to terminate these covenants; any such vote shall be recorded in the office of the Lamar County Clerk, in the official real estate records. **The owners of any part of the Property are bound by and shall abide by all the covenants contained herein and shall abide by all set backs and other matters shown on said Amended Plat of record in Envelope 171-D, Plat Records of Lamar County, Texas.**

II.

The Property shall be used for residential purposes only, and single family dwellings only shall be constructed, no duplexes or multifamily building are allowed on the Property. **Only one dwelling may be constructed on any one lot.** All dwellings and out buildings shall be of new construction. All dwellings and out buildings shall be constructed in a manner so that the bottom 3 feet of the structure is brick or rock. No previously used buildings or prefabricated buildings shall be moved onto any lot. Portable building for storage are allowed, but only if the exterior matches the dwelling. Dwellings placed on said premises must have a living area of not less than 1440 square feet, exclusive of open porches, garages, breezeways and carports. All dwellings must have an attached or detached garage for 2 cars and must be on the construction described above. No carports are allowed. No temporary structures may be used as living quarters.

Campers, motor homes or similar vehicles must be stored inside a shop building or garage designed for such storage, or under a detached covering which is located behind the dwelling on the lot, any such detached covering shall be constructed with a roof and 3 sides.

III.

All plumbing, sanitary sewage disposal systems shall conform with the minimum requirements of the Texas Department of Health and the Lamar County Department of Health. All outside toilets or privies or other types of pit toilets are expressly prohibited.

IV.

No livestock (cattle, horses, chickens, swine or the like) may be kept on any lot except one cow, one horse, one chicken, one goat or one pig may be kept on a lot if being raised by the owner or a family member as a FFA educational project. There is a limit of two of such animals on any one lot at any one time.

V.

All buildings, fences and other improvements shall be constructed in compliance with the following minimum setback requirement: All dwelling must face the residential street upon which it is located. No dwelling shall be constructed nearer its residential street than 50 feet. All out buildings, storage sheds or other such structures shall be constructed to the rear of the dwelling on the lot. No dwelling or other structure shall be constructed nearer than 50 feet from County Road 22900 or FM Highway 137. No dwelling or other structure shall be constructed nearer than 25 feet from any interior or back property line of a lot. All fencing and other enclosures shall be constructed in a manner as not distract from the overall appearance and attractiveness of the subdivision. No electrified fences are allowed. **Location of the dwelling and any other structures on Lot 18, must be approved in writing by the Developers prior to any construction.**

VI.

All trash, rubbish, and other types of garbage shall be kept in covered containers and each lot shall be maintained in a clean, well kept, and sanitary condition. No inoperable or junk vehicles, boats, motors or trailers may be kept on the Property.

VII.

No commercial venture of any kind or nature shall be erected or carried upon the Property. No Kennels shall be permitted on the Property.

VIII.

No lot, once conveyed by the Developer may be re-subdivided.

IX.

No noxious or offensive use shall be made of any of the Property.

X.

Each owner of any portion of the Property shall be responsible for the natural flow of water across said owner's lot and shall not be permitted to divert or inhibit the natural flow of water onto an adjoining lot.

XI.

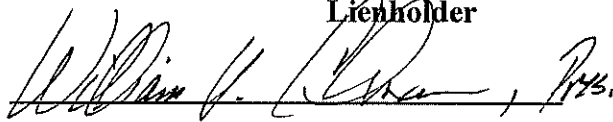
These restriction, covenants, and conditions are to be binding upon and are to be observed by all owners of the Property or any part thereof, their personal representatives, heirs and assigns and shall be enforceable by injunction, and any other remedy available by law, by any Developer or any owner of any part of the Property. Nothing herein shall be deemed a limitation on the right of an injured party to sue for damages caused by violation of these restrictions. Non-enforcement of any restrictions or covenant herein contained herein shall not constitute a waiver of the right to enforce later violations hereof.

XII.

The invalidity of one or more of the covenants and restriction herein contained by any court of competent jurisdiction shall in no way affect the enforceability of the other restrictions, it being the intention of this clause to save from repeal any restrictions not specifically invalidated.

**EXECUTED EFFECTIVE THE 13TH DAY OF FEBRUARY, 2023.**

**CONSENTED TO:**  
**LIBERTY NATIONAL BANK IN PARIS,**  
**Lienholder**

**BY:**  **, Pres.**

  
AMANDA LILES

  
JON BOEHLAR

  
JACOB ALLEN

STATE OF TEXAS §

COUNTY OF LAMAR §

This instrument was acknowledged before me on the 21<sup>st</sup> day of February, 2023, by **AMANDA LILES.**

Linda Belcher

NOTARY PUBLIC - STATE OF TEXAS

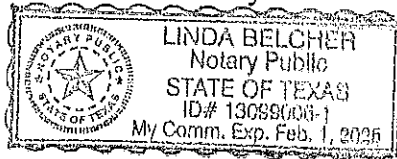
Linda Belcher

Notary's Printed Name

February 01, 2025  
My Commission Expires

STATE OF TEXAS §

COUNTY OF LAMAR §



This instrument was acknowledged before me on the 22 day of February, 2023, by **JON BOEHLAR.**

Stella Lynn Flanery

NOTARY PUBLIC - STATE OF TEXAS

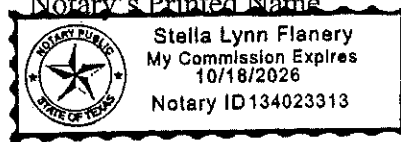
Stella Lynn Flanery

Notary's Printed Name

10/18/2026  
My Commission Expires

STATE OF TEXAS §

COUNTY OF LAMAR §



This instrument was acknowledged before me on the 22 day of February, 2023, by **JACOB LILES.**

Stella Lynn Flanery

NOTARY PUBLIC - STATE OF TEXAS

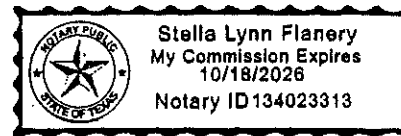
Stella Lynn Flanery

Notary's Printed Name

10/18/2026  
My Commission Expires

STATE OF TEXAS §

COUNTY OF LAMAR §



This instrument was acknowledged before me on the 23 day of February, 2023, by William Coleman **President of Liberty National Bank in Paris, on behalf of said entity.**

Brittany Suttle

NOTARY PUBLIC - STATE OF TEXAS

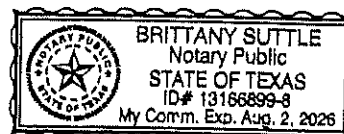
Brittany Suttle

Notary's Printed Name

8/2/2026  
My Commission Expires

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All that certain tract or parcel of land situated about 4.7 miles South 38.5° West from the City of Paris, in Lamar County, Texas; part of the William O. Matthews Survey, Abstract No. 558, and being part of a called 85.20 acre tract of land described in a Deed to Amanda Liles, et al., and recorded in Document 189592-2021, of the Official Public Records of Lamar County, and being more particularly described as follows, to wit:

Beginning at a 1/2" iron pin (set) for a corner in a West Line of F.M. Highway 137, same being S 41° 08' 10" W, 929.565'; from the Northeast corner of said 85.20 acre tract, same also being a Southeast corner of a called 185.719 acre tract of land described in a Deed to Amanda M. Holmes, as recorded in Document 108778-2013, of the Official Public Records of Lamar Co.;

Thence S 40° 31' 04" W with an East Line of said 85.20 acre tract and with a West Line of said Highway, a distance of 1077.357, to a 1/2" iron pin (set) in an angle point;

Thence S 34° 50' 16" W with an East Line of said 85.20 acre tract and with a West Line of said Highway, a distance of 100.500', to a 1/2" iron pin (set) in an angle point;

Thence S 40° 31' 12" W with an East Line of said 85.20 acre tract and with a West Line of said Highway, a distance of 460.000', to a 1/2" iron pin (found) for a corner, same being the Southeast corner of said 85.20 acre tract, same being the intersection and in a South Line of County Road 22900 and in a West Line of said F.M. Highway;

Thence N 89° 00' 00" W with the South Line of said 85.20 acre tract and with a North Line of said County Road, a distance of 1073.000', to a 6" bois d'arc post (found) for a corner, same being the Southwest corner of said 85.20 acre tract, and same also being in an East Line of a called 109.368 acre tract of land described in a Deed to Andrew Kyle Ramsey, et ux., as recorded in Document 147709-2017 of the Official Public Records of Lamar County;

Thence N 01° 03' 48" W with the West Line of said 85.20 acre tract and with an East Line of said 109.368 acre tract, a distance of 1917.943', to a 1/2" iron pin (found) for a corner in a South Line of said 185.719 acre tract, same being the Northwest corner of said 85.20 acre tract, and same also being the Northeast corner of said 109.368 acre tract;

Thence N 89° 41' 30" E with the North Line of said 85.20 acre tract and with a South Line of said 185.719 acre tract, a distance of 1971.205', to a 1/2" iron pin (set) for a corner in the North Line of said 85.20 acre tract, same being in a South Line of said 185.719 acre tract;

Thence S 15° 32' 23" E across said 85.20 acre tract, a distance of 722.166', to the Place of Beginning, and containing 78.697 acres of land.

The bearings recited herein are based upon the West Line of said 85.20 acre tract, being N 01° 03' 48" W. I Wendell Moore, RPLS #5723, hereby certify that this survey was made on the ground by me or under my direct supervision, and shown accurately and correctly on the attached plat, and the locations of all easements, row's, setback lines, and other matters affecting the subject property (whether of record or not), which are visible or which I have been advised, are shown or noted. Except as noted, there are no visible encroachments, protrusions, or conflicts. This survey was completed on October 17, 2022.

October 17, 2022

*Wendell J. Moore*  
Wendell J. Moore  
Registered Professional  
Land Surveyor No. 5723

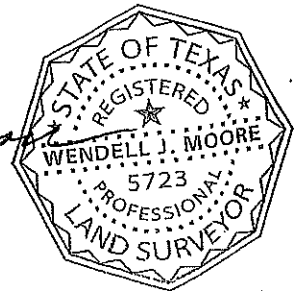


EXHIBIT A