

## **SAND HILL**

### ***Restrictive Covenants***

- (1) Said tract of land shall be used for single family residences only. No building shall be erected, altered, placed or permitted to remain on any tract other than **ONE** detached single family dwelling except outbuildings constructed for barn or storage purposes only. No unpainted sheet metal or fiberglass structures shall be placed on the property and any metal outbuildings shall be constructed with a baked-on metal finish, this being a minimum standard. Any outbuildings, barn, etc., must be placed behind or adjacent to single family dwellings unless written permission is given by Grantor herein.
- (2) All buildings and structures shall be completed within one (1) year from the commencement of the construction thereof.
- (3) Tracts may not be subdivided more than one time and may not be divided into tracts of less than one acre of land unless approved by Grantor.
- (4) The minimum square footage for houses built on the herein described property shall be 1,200 square feet or more of heated and cooled area. No preconstructed homes shall be moved onto the property unless written permission is granted by Grantor herein.
- (5) All dwellings shall be constructed of brick, stone or masonry. Log, cedar, and any other materials to be used in the outer construction of dwellings must have the written approval of Grantor.
- (6) No dwelling or outbuilding shall be constructed within one hundred feet of a public road or within twenty-five feet of the side boundaries of the herein described property unless written approval is given by Grantor.
- (7) Any mobile homes placed on the property shall contain a minimum of 700 square feet of heated and cooled area and shall be underpinned. No mobile homes over ten years of age shall be moved onto the herein described property unless written approval is given by Grantor herein. All door entrances must have a deck being no smaller than 4 feet by 6 feet with stairs attached to deck.
- (8) No tents, shacks, buses, railroad cars, or temporary structures may be constructed or placed upon said property.
- (9) No swine shall be raised upon the herein described property. No poultry shall be raised for commercial purposes. No pit bull dogs shall be raised or allowed on the property.
- (10) All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers and shall be removed from the property at least once a month. Nonhousehold refuse, rubbish, trash, garbage or junk other than dead leaves and fallen limbs, shall not be permitted to remain on any tract.
- (11) No owner shall permit the use of his lot to constitute a nuisance. Noxious, obnoxious, noisy, unsightly or otherwise offensive objects or activities specifically including but not limited to vehicle repairs and littering shall not be permitted, nor shall anything be permitted that may be an unreasonable annoyance or nuisance to other OWNERS.
- (12) No cars, trucks or other motor vehicles shall be parked in the same location for more than two weeks on any of the herein described property and there shall be no junk cars placed on the property. All motor vehicles parked on said property must have current registration and license plates.
- (13) No wrecking yards, automobile garages or auto sales lots shall be permitted on the herein described property, and no industrial or commercial use of the property will be permitted. However, any business in which professional services of a purely personal nature are rendered is allowed as long as the services do not attribute to the property or any improvements thereon any appearance of commercial use. No signs of a commercial nature shall be permitted on the property.
- (14) No outdoor toilets shall be permitted and all dwellings for human habitation shall be connected to a septic tank and adequate field lines in accordance with the requirements of the County of Upshur and State of Texas.
- (15) Trucks of two (2) ton or more may not be parked upon said property for more than eight (8) hours at a time.

**Sand Hill  
Restrictive Covenants  
Page 2**

(16) Cattle or horses shall be permitted upon the herein described property not to exceed more than one (1) animal per one (1) acre of land. All animals including dogs, cats or other pets must be confined within the property lines of each owner's respective lot. owner.

(17) Removal of soil or surface minerals from any tract of land is strictly prohibited unless written permission is given by Grantor herein. If permission is granted by Grantor herein, the areas excavated shall be reclaimed within one (1) year.

The restrictive covenants herein provided are hereby declared to be covenants running with and binding the land and shall enure to the benefit of and same may be enforced by any person or persons who own any portion of a 56.063 acre tract in the C. Stanley Survey, Abstract No. 471, Upshur County, Texas, as described in Warranty Deed recorded in Volume 274, Page 482, Official Public Records, Upshur County, Texas. Enforcement may be by proceedings of law or in equity, for injunctive relief, or damages. Said covenant shall be valid and binding for a period of twenty-five (25) years from the date hereof.

This conveyance is made subject to all restrictions, easements, covenants, conditions and prior conveyances, reservations of mineral and/or royalties of record in the Office of the County Clerk of Upshur County, Texas, affecting said property; and subject to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to said property.