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# **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

## **FOR EVERLY ELEORA ADDITION**

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**DECLARANT:** NTX Land, LLC, a Texas limited liability company

**PROPERTY:** A0919 P PRICE, ACRES 12.008

**RECORDING:** This Declaration shall be recorded in the Official Public Records of Fannin County, Texas

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### **ARTICLE I - DEFINITIONS**

**1.1 Association.** No homeowners association is created or required by these restrictions.

**1.2 Commercial Use.** Any activity conducted for profit or gain, excluding home-based businesses as specifically permitted herein.

**1.3 Declarant.** NTX Land, LLC, and its successors and assigns.

**1.4 Lot.** Any individual parcel of real property created by subdivision of the Property described above.

**1.5 Owner.** Any person, entity, or organization holding fee simple title to any Lot.

**1.6 Primary Residence.** A site-built dwelling of at least 1,500 square feet of heated and cooled living space, constructed on a permanent foundation, intended and used as the principal dwelling on a Lot.

**1.7 Property.** The real property described above and all Lots created by subdivision thereof.

**1.8 Temporary.** For a period not exceeding thirty (30) consecutive days, with a minimum of thirty (30) days between such periods of occupancy or use.

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### **ARTICLE II - GENERAL PROVISIONS**

**2.1 Purpose.** These covenants, conditions, and restrictions are established to preserve the residential character of the Property, maintain property values, protect the rights of all Owners, and ensure the Property's development as a quality rural residential community.

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**2.2 Running with the Land.** These restrictions shall run with the land and shall be binding upon all present and future Owners of any portion of the Property, their heirs, successors, and assigns.

**2.3 Compliance with Law.** These restrictions are in addition to, and not in lieu of, all applicable federal, state, and local laws, ordinances, and regulations. All improvements and uses must comply with all applicable governmental requirements.

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## ARTICLE III - USE RESTRICTIONS

**3.1 Residential Use.** All Lots shall be used primarily for single-family residential purposes. Each Lot may contain only one Primary Residence.

**3.2 Dwelling Requirements.** (a) Only site-built homes are permitted as Primary Residences. (b) Each Primary Residence must contain a minimum of 1,500 square feet of heated and cooled living space. (c) All Primary Residences must be constructed on permanent foundations.

**3.3 Prohibited Structures.** The following structures are strictly prohibited on any Lot: (a) Mobile homes, manufactured homes, and modular homes (b) Tiny homes used as residences (c) Any structure on wheels, skids, or temporary foundations used as a dwelling

**3.4 Accessory Structures.** (a) Guest houses, accessory dwelling units, workshops, barns, and similar structures are permitted. (b) No accessory structure may be used as the sole dwelling unit on any Lot. (c) No accessory structure may be occupied as a residence unless a Primary Residence exists on the same Lot.

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## ARTICLE IV - RECREATIONAL VEHICLES

**4.1 Storage and Temporary Use.** Recreational vehicles may be stored on any Lot and may be used for temporary guest accommodations.

**4.2 Guest Occupancy.** (a) RVs may be used for temporary guest stays, not to exceed thirty (30) consecutive days. (b) A minimum of thirty (30) days must elapse between periods of RV occupancy by guests. (c) RV occupancy by guests is only permitted when a Primary Residence exists on the Lot.

**4.3 Owner Occupancy During Construction.** (a) The Owner of a Lot may use one (1) RV as a temporary dwelling while constructing a Primary Residence, provided an active building permit has been issued for construction of such Primary Residence. (b) Such occupancy is permitted only while the building permit remains valid and active. (c) If the building permit expires or is revoked, the RV may no longer be used as a

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dwelling until a new active permit is obtained. (d) RV dwelling occupancy under this provision shall not exceed twenty-four (24) months from the date of initial building permit issuance. (e) The RV must be removed from the property or converted to storage use only within sixty (60) days after issuance of a certificate of occupancy for the Primary Residence. (f) Where utilities are available, the RV must be properly connected to approved utility services.

**4.4 Prohibited Uses.** Except as specifically permitted in Sections 4.2 and 4.3, RVs shall not be used as residences or as substitutes for Primary Residences.

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## ARTICLE V - COMMERCIAL USE AND HOME BUSINESSES

**5.1 Prohibited Commercial Uses.** (a) No Lot may be used as a commercial storage yard, warehouse, or distribution facility. (b) Automotive salvage, dismantling, or junkyard operations are strictly prohibited. (c) No outside storage of commercial inventory or equipment visible from neighboring properties or public roads.

**5.2 Permitted Home-Based Businesses.** (a) Contractors, tradespeople, and other home-based businesses may operate from their Lot provided the primary use remains residential. (b) Any equipment or materials stored on-site must be kept in an orderly manner and stored within enclosed structures or screened from view. (c) Home-based businesses must comply with all applicable licensing and regulatory requirements.

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## ARTICLE VI - ANIMALS AND LIVESTOCK

**6.1 Permitted Animals.** Livestock and domestic animals are permitted, provided they are kept in safe and sanitary conditions and do not constitute a nuisance to neighboring properties.

**6.2 Prohibited Animals.** Hogs and swine of any type are strictly prohibited.

**6.3 Compliance.** All animal keeping must comply with applicable federal, state, and local laws and regulations.

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## ARTICLE VII - ACCESS AND EASEMENTS

**7.1 Driveway Access.** All driveway locations are subject to Texas Department of Transportation access approval where applicable.

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**7.2 Shared Easements.** Shared driveway easements exist on each Lot as shown on recorded plats and must remain open and unobstructed at all times for access by neighboring Lot owners, emergency vehicles, and utility providers.

**7.3 Easement Maintenance.** Owners are responsible for maintaining any easements on their property in good condition and ensuring they remain passable.

**7.4 Utility Easements.** Easements are hereby reserved for installation, maintenance, and repair of utilities including but not limited to water, sewer, gas, electric, telephone, cable, and internet services.

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## ARTICLE VIII - CONSTRUCTION AND DEVELOPMENT

**8.1 Construction Timeline.** No mandatory timeline is established for beginning construction of a Primary Residence. Owners may hold their Lots indefinitely before building, provided they comply with all other restrictions.

**8.2 Building Standards.** All construction must comply with applicable building codes and obtain required permits.

**8.3 Setbacks.** All structures must comply with applicable setback requirements established by county regulations and recorded plats.

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## ARTICLE IX - ENVIRONMENTAL PROTECTION

**9.1 Prohibited Activities.** No activities that may contaminate soil, groundwater, or surface water are permitted, including but not limited to: (a) Dumping of hazardous materials (b) Underground storage of petroleum products (except properly installed residential fuel tanks) (c) Any activity requiring environmental permits without proper compliance

**9.2 Waste Management.** All waste disposal must comply with applicable environmental regulations.

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## ARTICLE X - SUBDIVISION

**10.1 Permitted Subdivision.** Lots may be subdivided provided such subdivision complies with all applicable local and county regulations, including subdivision ordinances, platting requirements, and access requirements.

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**10.2 Continued Application.** These restrictions shall apply to all subdivided lots created from any original Lot.

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## **ARTICLE XI - ENFORCEMENT**

**11.1 Enforcement Authority.** These restrictions may be enforced by: (a) Declarant, and/or (b) Any Owner within the Property

**11.2 Notice and Cure Period.** (a) Before commencing any enforcement action, the enforcing party shall provide written notice of the violation to the violating Owner. (b) The violating Owner shall have fourteen (14) days from receipt of notice to cure the violation. (c) If the violation is not cured within the cure period, the enforcing party may pursue any available remedies.

**11.3 Remedies.** Available remedies for violations include, but are not limited to: (a) Injunctive relief to compel compliance or prevent violations (b) Monetary damages (c) Monetary penalties as provided herein (d) Any other remedy available at law or equity

**11.4 Monetary Penalties.** For continuing violations not cured within the specified cure period: (a) A penalty of fifty dollars (\$50.00) per day may be assessed for the first thirty (30) days of continued violation (b) A penalty of one hundred dollars (\$100.00) per day may be assessed for each day of continued violation thereafter (c) Such penalties shall be paid to the enforcing party (d) Unpaid penalties shall constitute a contractual assessment lien against the violating Lot, which lien may be foreclosed through judicial proceedings (e) Such penalties are in addition to, not in lieu of, other available remedies

**11.5 Injunctive Relief.** Violations of these restrictions shall constitute irreparable harm for which monetary damages are inadequate. Any party entitled to enforce these restrictions may seek injunctive relief without posting bond.

**11.6 Attorney Fees and Costs.** In any legal proceeding to enforce these restrictions, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and other expenses from the non-prevailing party.

**11.7 Liens and Collection.** (a) All unpaid monetary penalties shall constitute contractual assessment liens against the violating Lot when unpaid. (b) Such liens may be foreclosed through judicial proceedings in accordance with applicable Texas law. (c) Notice of lien shall be filed in the Official Public Records of Fannin County, Texas. (d) Such liens shall be subordinate only to liens for unpaid taxes and purchase money mortgages recorded prior to the date of the lien notice.

**11.8 Cumulative Remedies.** All remedies provided herein are cumulative and may be pursued separately or simultaneously.

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## ARTICLE XII - GENERAL PROVISIONS

**12.1 Term.** These restrictions shall remain in effect for twenty-five (25) years from the date of recording and shall automatically extend for successive ten (10) year periods unless terminated or modified by a majority vote of all Owners.

**12.2 Amendment.** These restrictions may be amended by written agreement of a majority of all Owners, provided such amendment is recorded in the Official Public Records of Fannin County, Texas.

**12.3 Severability.** If any provision of these restrictions is held invalid or unenforceable, such invalidity shall not affect other provisions, and the restrictions shall be construed as if such invalid provision had not been included.

**12.4 Waiver.** No waiver of any provision herein shall be deemed to constitute a waiver of any other provision or of the same provision at any other time.

**12.5 Governing Law.** These restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

**12.6 Jurisdiction.** Any legal proceedings relating to these restrictions shall be brought in a court of competent jurisdiction in Fannin County, Texas.

**12.7 Notice.** Any notice required hereunder shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the Owner's address as shown in the county tax records.

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## ARTICLE XIII - DECLARANT RIGHTS

**13.1 Reserved Rights.** Declarant reserves the right to: (a) Modify these restrictions to correct errors or clarify ambiguities (b) Grant variances for hardship cases that do not materially affect neighboring properties (c) Enforce these restrictions in Declarant's sole discretion

**13.2 Duration of Rights.** Declarant's rights under this Article shall continue until the earlier of: (a) Twenty-five (25) years from the date of recording, or (b) Written transfer of such rights to the Owners

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**IN WITNESS WHEREOF**, Declarant has executed this Declaration on \_\_\_\_\_, 2025.

**NTX LAND, LLC**

By: \_\_\_\_\_ Geoffrey Perkins, Managing Member

**STATE OF TEXAS COUNTY OF FANNIN**

Before me, the undersigned notary public, on this day personally appeared \_\_\_\_\_, Managing Member of NTX Land, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Notary Public, State of Texas