

SIMMONS SHORES PROPERTY OWNERS ASSOCIATION

SUBDIVISION RESTRICTIONS

THE STATE OF TEXAS,

COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

That Simmons Shores Property Owners Association, the legal and equitable owner of Simmons Shores, as shown by the plat thereof duly recorded in the Plat Records of Grayson County, Texas, do hereby acknowledge, declare, and adopt the following restrictions:

1. No building shall be erected or maintained on any lot in said subdivision other than a private residence and a private garage for the sole use of the owner or occupant except those lots marked commercial on the plat map.
2. No old, used, existing building or structure of any kind and no part of an old used, existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new material.
3. Each residence shall be built on a minimum of 3 lots. Each lot must be at least 50x100 feet. Each lot must be 5000 square feet to be considered a lot. The residence must have a minimum floor area of 1200 square feet exclusive of porches, stoops, open or closed carports, patios or garages, except waterfront lots fronting on government property which shall have a minimum of 1500 square feet for any new construction. For purposes of construction, a Lot bordering a back property line is considered an adjoining lot and can be built on.
4. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
5. The Architectural Control Committee is composed of three (3) members appointed by Simmons Shores Property Owners Association for the betterment and improvement of the subdivision.
6. No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.
7. No residential structure shall be located nearer to the front lot line than 20 feet, or nearer to the side street line than 10 feet, or nearer to the lot line or rear lot line than 5 feet.
8. No animals or birds, other than household pets, shall be kept on any lot.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

10. No house trailer, recreational vehicle, camper, manufactured home, mobile home shall be placed on any lot as a residence.

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11. Easements are reserved along and within 5 feet of the rear line, 10 feet of front line, and 5 feet of side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from across said premises to employees of said utilities. Said easements to also extend along any owner's side and rear property lines in case of fractional lots.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots within the specified easements stated above as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

13. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform to the requirements of the Health Department of Grayson County and the State of Texas.

14. An assessment of \$30.00 per lot, per year shall run against each lot in said subdivision for the maintenance of the park areas designated on the plat of such subdivision. Such assessments shall be and is hereby secured by a lien on each lot respectively and shall be payable to Simmons Shores Property Owners Association yearly beginning December 1, 2023, covering each lot in the subdivision. The lien hereby retained to secure such assessments shall be subordinate to, and inferior to, any voluntary lien which may be hereinafter placed against any lot or lots in such subdivision by any present or future owner thereof.

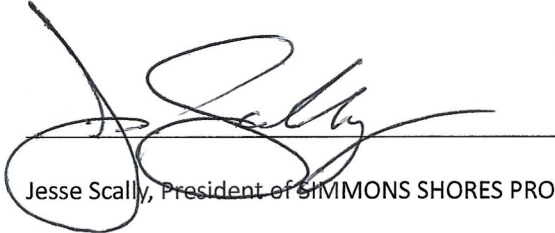
15. If the owner of any lot in said subdivision or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues for such violation.

16. Invalidity of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

18. No condominium, apartment complex, duplex, town home, or other structure that shares a common wall or roof shall be built or placed on any Lot.

19. No detached garage shall be built prior to construction of the primary residence on each Lot.

SIMMONS SHORES PROPERTY OWNERS ASSOCIATION (Date of this revision: 11/16/2023)



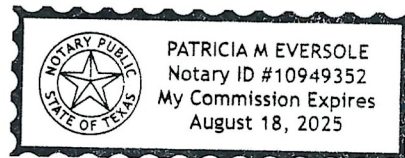
Jesse Scally, President of SIMMONS SHORES PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS

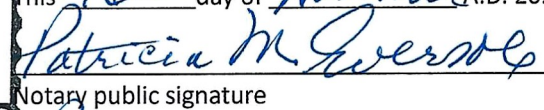
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority in and for said County, Texas, on this day personally appeared Jesse Scally, Known to me 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 16th day of November A.D. 2023



Notary public signature

Patricia M Eversole

Printed name

08-18-2025

My commission expires