

VG-13-2025-3906

Nacogdoches County
Sandra "Sandy" Yates
Nacogdoches County Clerk

Instrument Number: 2025 - 3906

Real Property Recordings

Parties: ANDERSON COVE
SUBDIVISION

Parties: PUBLIC

Recorded On: June 09, 2025 10:13 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$41.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2025-3906
Receipt Number: 20250609000023
Recorded Date/Time: June 09, 2025 10:13 AM
User: Monick G
Station: cckx03

Record and Return To:

ANDERSON COVE
100 INDIAN IN DR
GARRISON TX 75946



**STATE OF TEXAS
Nacogdoches County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nacogdoches County, Texas

Sandra "Sandy" Yates
Nacogdoches County Clerk
Nacogdoches County, TX

Anderson Cove - Subdivision
Protective Covenants ver 3.0

1. Architectural Control Committee (i.e. ACC)

All Architectural Control issues shall be resolved by all current owners meeting and voting their shares. The ACC must provide in writing an approval prior to any building of any kind being erected, placed or altered on any lot. The architectural control voting parties will be provided the construction plans and specifications. The ACC shall also consider the quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation.

2. Land Use and Building Type - Each lot in the Subdivision shall be used exclusively for residential purposes. No trade, business or profession of any description, or kind shall be conducted upon any portion thereof. The following types of structures shall not be permitted for use as a dwelling for any lot: a mobile home or trailer, a pre-constructed or older structure moved onto a lot.

3. Dwelling Size - No dwelling containing less fifteen hundred than (1500) square feet of floor space shall be constructed or permitted on any lot in the Subdivision. The square footage of each residence shall be exclusive of porches, breeze ways, terraces, garages and other attached outbuildings.

4. Exterior Walls/ Height of Residence - Exposed exterior wall area of dwellings, shall be of high quality material, selected and designed to add to the architectural appearance of the dwelling as approved by the Architectural Control Committee. No residence may be constructed on any lot having a height greater than two stories.

5. Building Location/ Lot Subdivision - No dwelling shall be located nearer than twenty feet (20') from the interior or lateral lot line. Provided however; that the Architectural Control

Committee may permit a variance in the setback restrictions on any lot in the Subdivision. No lot may be subdivided into more than one lot.

6. **Fences** - No fence shall be constructed or allowed to remain on any lot in the Subdivision in front of the minimum set-back line as herein above set forth, except a fence for decorative purposes as may be approved by the Architectural Control Committee, and no fences shall be erected in excess of six feet (6') in height except;

(a) to form a screen around travel trailer, motor home, or boat, or:

(b) as may be approved by the Architectural Control Committee.

7. **Nuisances** - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **Signs** - No signs of any character shall be allowed on any lot except one sign of not more than ten (10) square feet advertising the property for sale.

9. **Garbage and Refuse Disposal** - No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary containers.

10. **Sewage Disposal** - individual sewage disposal systems shall be septic systems installed at the owner's or builder's expense and shall be installed in accordance with approved state requirements.

11. **Animal Livestock and Poultry Quarters** – Limited approved numbers of livestock and or Poultry may be allowed but will require the approval of the ACC prior to their being placed of the property. Under no conditions will amounts be allowed that generate a fly, pest, noise or odor condition.

12. **Temporary Structure** - No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a permanent (greater than 2 weeks dwelling).

13. **Oil, Gas and Mineral Development** - No drilling, development, refining,

quarrying or mining operations shall be permitted by any lot owner upon any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot other than private water wells, which must be located behind the minimum set-back line, or approved easement.

14. Transport Vehicles - Trucks and buses with tonnage in excess of one ton, shall not be permitted to park on the streets, driveways, or lots overnight and no vehicles of any size which normally transports inflammable, or explosive cargo may be kept in the Subdivision at any time. Boats, motor homes or travel trailer can be parked or stored on any lot provided they are not obtrusive visually; otherwise:

- (a) it is completely screened from sight of the residences on all nearby lots, and
- (b) such screening is approved by a **ACV**.

15. Television Antennas/Satellite Disks - Television antennas may not extend above the roof line of any residence. Satellite disks, or any other type of mechanical devise for television reception, shall not be permitted unless same are located behind the residence on the lot in the Subdivision.

16. Lawn Upkeep - A: Each lot owner shall have the responsibility of keeping his property clean and free of trash or rubbish of any kind. All lawns will be mowed and kept free of any unsightly debris at all times. In the event any owner shall fail to keep his property clean or maintain his lawn as aforesaid, then the Association CEO may contract to have the lot in question mowed and the amount charged to the lot owners **LAWN DEPOSIT ACCOUNT** (as described in the Organizational Document).

17. Property Rental - No short-term property rentals (less than 6 months) are allowed. All property rental contracts are made between the **RENTER** and the **HOA** on behalf of the property owner. The property owner will pay the **HOA** an agreed fee to manage the **RENTER**, and assure the **RENTER** complies to all rules and covenants in effect. The **HOA** will collect rents and deposit funds less management fee to Landowners bank account.

HOA may require a criminal report on the tenant and a credit report.

18. **Hunting and Guns** - No hunting is allowed in the subdivision except for vermin/pests as defined buy a standard HOA vote. No long guns may be discharged in the sub-division unless approved in advance by HOA. Pistols and shotguns may be discharged as desired but only on Wednesdays and Saturdays.

June 9, 2025


PHILIP RAY ANDERSON, Chief Executive Officer
and Co-Developer

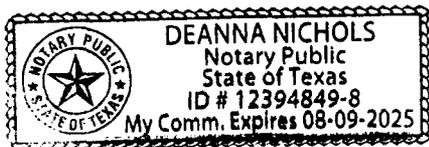

FRANKLIN LEE ANDERSON, Co-Developer

STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

BEFORE ME, the undersigned authority, on this day personally appeared Philip Ray Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Anderson Cove LLC, and as the Chief Executive Officer and Co-Developer, thereof, for the purposes and consideration therein expressed:

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of June, 2025.


NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS §
COUNTY OF NACOGDOCHES §

BEFORE ME, the undersigned authority, on this day personally appeared Franklin Lee Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Anderson Cove LLC, and as the Co-Developer, thereof, for the purposes and consideration therein expressed:

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of June, 2025.

Deanna Nichols
NOTARY PUBLIC - STATE OF TEXAS

