

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOREST ESTATES**

This Declaration of Covenants, Conditions and Restrictions for FOREST ESTATES  
SUBDIVISION (the "Declaration") is made by LAUREN CALLAWAY ("Declarant"), and is as follows:

**RECITALS**

- A. The Declarant is the owner of certain real property located in Bowie County, Texas, as more particularly described below and incorporated herein by reference (the "Property"). The Property is platted pursuant to subdivision plat recorded November 21, 2023 as document 2023-00011395 of the Real Property Records of Bowie County, Texas (the "Plat").
- B. Declarant desires to create upon the Property a community and carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof.
- C. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, and each owner thereof.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof and (ii) that each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall reference this Declaration and shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

**ARTICLE 1**

**DEFINITIONS**

**Section 1.01 Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

"Architectural Control Committee" shall mean the committee created pursuant to this Declaration to establish Architectural Guidelines, to review and approve plans for the construction of Improvements upon the Property, and to carry out its duties as set forth in the Declaration.

"Architectural Guidelines" shall mean the architectural guidelines which may be adopted by the Architectural Control Committee pursuant to this Declaration as such architectural guidelines may be amended, modified, or retained from time to time. The Architectural Control Committee is not required to adopt Architectural Guidelines in addition to the General Restrictions and other restrictions set forth below but may do so pursuant to this Declaration.

"Common Areas" shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, or leased by, an Association or held for the benefit of one or all of the Owners including, without limitation, the access to the lake and community dock.

"Declarant" shall mean LAUREN CALLAWAY, her successors or assigns; provided that any assignment(s) of the rights of LAUREN CALLAWAY, as a Declarant, must be expressly set forth in writing and the mere conveyance of a portion or all of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

"Declaration" shall mean this instrument as it may be amended from time to time.

" Dwelling Unit " shall mean any Improvement situated on a Lot designed and intended for use with occupancy as a residence by a single family.

"Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, other utilities, or otherwise.

"Lot" or "Lots" shall mean any portion of the Property held by any party for the purpose of single-family residential use other than Common Areas.

"Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Property given to secure the payment of a debt.

"Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage(s).

"Occupant" shall mean any person occupying a Dwelling Unit.

"Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

"Resident" shall mean: a) An Owner actually residing on any Lot; b) Each buyer under a contract of sale covering any Lot, regardless of whether the contract is recorded, and who is the Occupant; c) Members of the immediate family of each Owner or Occupant actually living in the same household with such Owner or such Occupant.

## ARTICLE II.

### GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

#### Section 1.02 General Restrictions:

- A. The Lots shall be used solely for private, single-family residential purposes. No lot may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, short-term rental, or any similar purpose. Lots may be leased for single family residential purposes for a minimum of one (1) year provided that any lease agreement must be in writing and must be made specifically subject to these covenants, conditions and restrictions and any supplemental recording thereof.
- B. Any residence constructed on any Lot must have a floor plan area of not less than 2,800 square feet, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages unless a variance is approved by the Architectural Control Committee.
- C. Each lot must contain an enclosed, private garage for not fewer than two (2) automobiles. The location and design of the garage orientation and opening shall be approved by the Architectural Control Committee prior to construction.
- D. Unless otherwise expressly approved by the Architectural Control Committee, the exterior walls of any residence, other than windows, doors, trim, and soffits, shall consist of Seventy-Five percent (75%) brick, stone or stucco constructed in strict compliance with the requirements of the Architectural Guidelines. The Architectural Control

Committee shall have the authority to grant a variance to the restriction to permit the use of wood, vinyl or concrete board type siding in specific circumstances where the Architectural Control Committee determines the limited use of wood, vinyl or concrete board type siding to be appropriate and consistent with the design requirements set forth in the Architectural Guidelines.

- E. All windows on each residence shall have a consistent design throughout the residence and shall strictly comply with the requirements of the Architectural Guidelines.
- F. All roofs shall be constructed of clay or concrete tile, architectural style composition shingles, non-reflective metal, slate, or other non-reflective material expressly approved by the Architectural Control Committee. The color and any alternative composition of all roof materials is subject to the approval of the Architectural Control Committee.
- G. Detached garages and shops shall be allowed with prior approval of the Architectural Control Committee. In no event shall any mobile home, house trailer, or other pre-constructed residential structure be placed on the property. All detached garages and shops shall be constructed in a manner that will harmoniously blend with the scheme of development of such tract of land, using plans approved in writing by the Architectural Control Committee prior to the commencement of such work.
- H. Except as described below, no dwelling and/or improvements (except for a driveway and fencing) shall be placed nearer than fifty feet (50') to any street line which adjoins the lot, nor nearer than twenty-five feet (25') to any adjoining lot or nearer than twenty-five feet (25') of the rear property line. However, should the building set back lines set out herein differ from the recorded plat, the lines as set out in the recorded plat shall prevail and be binding upon the owner. In the event two or more adjacent lots owned by the same party are combined for the construction of a single dwelling, the Architectural Control Committee may waive the thirty feet setback requirement with respect to any co-owned adjoining lots so that the dwelling and other buildings and structures can be reasonably positioned within the interior of the combined lots. In such case, the combined lots must be subsequently conveyed together to any subsequent purchaser and cannot be separated while such dwellings and other buildings and structures exist within the original setback requirements.
- I. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot; provided that, in connection with its development of the Property and sale of Lots, Declarant, or Declarant licensees, shall have the right to maintain model homes, temporary sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than three (3) square feet advertising the property for sale or rent.
- J. The design, construction materials, and location of (i) all driveways and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Architectural Control Committee and shall strictly comply with the requirements of the Architectural Guidelines. The Architectural Committee shall have the authority to

establish design and materials requirements for all driveways and driveway culverts within the Property in the Architectural Guidelines. No driveway improvements may change the direction of flow of storm water drainage along the street.

- K. The materials, height, or location of any fences must be approved by the Architectural Control Committee and shall strictly comply with the requirements of the Architectural Guidelines. No fencing will be allowed in the front yard. No chain link privacy fencing shall be permitted. Only black vinyl chain link, wrought iron, or wood privacy fences will be permitted and shall be approved by the Architectural Control Committee.
- L. The design and installation of all landscaping shall be approved by the Architectural Control Committee. There shall be any vegetable gardens allowed in the front yard.
- M. There is an access easement for all of the lots to the lake. There is a community dock accessible for all of the lots. There are no motorized boats allowed on the lake. You may use a paddle boat, a paddle board or any non-motorized board and/or boat in the lake.

Section 2.02 Subdividing and Easements: No lot shall be further divided or subdivided nor may any easements or other interests therein covering less than the whole Lot be conveyed by the Owner thereof. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No shrubbery, fence or other obstruction shall be placed in any easement.

Section 2.03 Rubbish and Debris: No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Property, other than the Lot on which such containers are properly located.

Section 2.04 Noise and Nuisance: No exterior horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes and reasonable outdoor residential speakers) shall be located, used, or placed on any of the Property. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 2.05 Wells: Well houses shall be constructed of the same material as the residence.

Section 2.06 Sewage Disposal: All septic tanks shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Texas Public Health Authority. In no event shall any septic tank system be constructed or maintained in such a manner that there shall be any seepage over the tank or lines. Approval of such systems as

installed shall be obtained from any such health authority and the Architectural Control Committee.

Section 2.07 Equines, Livestock and Pets: Equines shall only be kept, raised, or bred on the Property if two or more lots are combined such that the land ownership containing a single residence totals in excess of five (5) adjacent acres within the Property. Should ownership of the combined lots subsequently be changed so as to reduce the ownership below five (5) adjacent acres, then the Property is no longer eligible to keep equines. Capacity is limited to one equine per acre. Other livestock is not permitted unless approved in advance by the Architectural Control Committee, and subject to periodic re-evaluation and termination in case of complaints by other owners.

Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. If any such animal/s should become a nuisance to other owners, such shall be promptly removed from the Property. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any lot. At no time shall any hogs or swine be permitted upon any lot or building site.

Section 2.08 On Street Parking: There shall be no permanent on-street parking in any area of the subdivision.

Section 2.09 Conveyance and Subdivision of Property: The lots being conveyed by Grantor to Grantees shall not be subdivided by future conveyances so as to create more than one building site. Except as approved by the Architectural Control Committee, no easements or right-of-way may be granted nor may any portion of lots be dedicated or otherwise conveyed to provide streets or access to adjoining properties not subject to these covenants.

Section 2.10 Swimming Pools: No above ground swimming pools of any kind will be allowed. All pools must be in ground type constructed of either concrete, fiber glass or similar materials. Any swimming pool constructed must be enclosed with a fence or other enclosure device completely surrounding the pool which, at a minimum, satisfies the criteria set by the applicable governmental requirements. Nothing in this provision is intended or shall be construed to limit or affect an owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements.

Section 2.11 Maintenance and Beautification: Each owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other improvements of any kind or nature that are located upon such owner's lot, owner's maintenance requirements

include the maintenance of the yard and all landscaping on the lot in a neat and manicured manner.

Section 2.12 Hazardous Activities: No activities may be conducted on the property and no improvements constructed on the property that are or might be unsafe or hazardous to any person or property.

Section 2.13 Severability: Invalidation of any one (1) of the covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 2.14 Lake Usage and Optional Community Fee: There is an optional community fee of \$250 per year. Access and usage of the community dock and the lake is dependent upon participating in the optional community fee. The funds from the community fee/s will be held in a bank account controlled by the Architectural Control Committee and will not be commingled with any other funds.

### **ARTICLE III**

#### **ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee shall initially be composed of:

Lauren Callaway

Greg Francis

3517 Cooper Ln

3517 Cooper Ln

Texarkana, TX 75503

Texarkana, TX 75503

- A. The Architectural Control Committee may designate a representative to act for it, and may select additional members to serve. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither of the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall exist and remain with full power to act for a period of ten (10) years, starting on the effective date. The Committee shall automatically continue to exist for an unlimited number of additional ten (10) year periods, unless, before expiration of any such ten (10) year period, the Committee files of record with the County Clerk of Bowie County, Texas, its intention to terminate the Committee. The Committee may at any time decide to terminate the Committee by recording an intention to do so with the County Clerk of Bowie County.

- B. Two (2) copies of the construction plans and specifications (including but not limited to exterior views, exterior materials, colors and elevation, a drainage plan, a site plan showing the location of any proposed structure improvement, and a driveway construction plan) or, when an owner desires solely to consolidate lots, a proposal in the form required by the Architectural Control Committee, shall be delivered to the Committee not less than sixty (60) days prior to the date on which the owner proposes to commence construction or consolidation. No re-subdivision or consolidation shall be made, nor any improvement placed or allowed on any lot, until the plans and specifications therefor and the builder which the owner intends to use to construct the proposed structure or improvement have been approved in writing by the Committee. The Committee may, in reviewing such plans and specifications, consider any information that it deems proper, including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Committee or any other entity, information relating to the question of whether any proposed improvement would unreasonably obstruct the view from any portion of the property or neighboring lots, and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. Notwithstanding the foregoing sentence no provision herein shall be construed or interpreted to insure or represent that the Architectural Control Committee represents, warrants, or covenants to any owner that the preservation of views from any improvement shall be a precondition to the approval of plans and specifications which pertain to any proposed improvement. The Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material that the Committee, in its sole discretion, may require. The Architectural Control Committee may refuse to approve plans and specifications for proposed improvements or for the re-subdivision or consolidation of any lot on any grounds that, in the sole and absolute discretion of the Architectural Control Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds or inconsistency with any provisions herein.
- C. The Architectural Control Committee shall exercise its best judgement to see that all improvements, out-buildings, construction, landscaping, and alterations on the herein described property conform to and harmonize with the natural surroundings and with existing structures as to external design, materials, color, height, topography, grade, and finished ground elevation. The Committee shall disapprove any architectural plans submitted which are not sufficient for it to exercise the judgement required of it by these covenants.
- D. The Architectural Control Committee shall not be liable for damages to any person submitting any architectural plans for approval, or to any owner or owners of any part of the herein described property by reason of any action, failure to act, approval,



disapproval, or failure to approve or disapprove with regard to such architectural plans. Should all the members of the Committee resign or fail to act or prevent it from performing its duties regarding the covenants herein, then the record owners of majority of the lots above described shall have the power at any time, through duly recorded written instrument, to re-establish an Architectural Control Committee by election to the Committee of three (3) members.

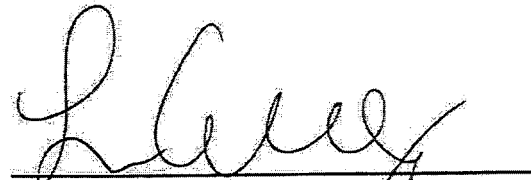
- E. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, no approval by the Architectural Control Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however that such sixty (60) day period shall not begin to run until all information required to be submitted to the Architectural Control Committee to assist in its review of any plans or specifications has been received by the Architectural Control Committee. Any failure of the Architectural Control Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Architectural Control Committee's written approval of all requests for variances shall be expressly required.
- F. The Architectural Control Committee may grant variances from compliance with any of the provisions herein, including, but not limited to, restrictions upon size, shape, floor areas, land area, placement of structures, set-backs, colors, materials, or land use, when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the property, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and signed by the Architectural Control Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained herein or any supplemental recording shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions herein or any supplemental recording for any purpose except as to the particular property and in the particular instance covered by the variance, and in no event shall such variance be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.
- G. Enforcement of any provision herein shall be by proceeding at law or in equity by any member of the Architectural Control Committee, or by any person or persons having a legal or equitable interest in any of the real property upon which these covenants attach.

These restrictions are for the mutual benefit of each owner on each property in FOREST ESTATES. If any owner of any property or building site shall hereafter violate or attempt to violate any of the restrictions and covenants set forth above, it shall be lawful for any person owning any interest in any of the other lots or building sites to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions, the person or persons attempting to violate such covenants or restrictions shall pay the attorney's fees of the complaining party and court costs in connection with such proceeding.

These restrictions shall be for a term of thirty (30) years from the date hereof and shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots or building sites within said tract of land shall execute a document agreeing to cancel these restrictions or any part thereof and have such document duly recorded in the Office of the County Clerk of Bowie County, Texas.

EXECUTED to be effective the 11<sup>th</sup> day of December 2023.

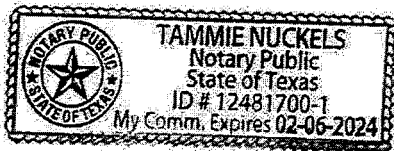
**DECLARANT:**

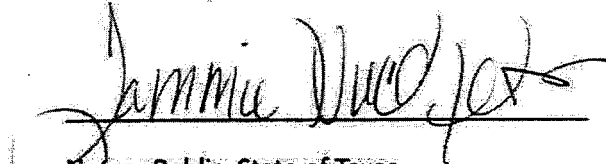
  
LAUREN CALLAWAY, Declarant

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 11<sup>th</sup> day of December 2023, by Lauren Callaway, as Declarant, in her individual capacity.



  
Notary Public, State of Texas

**REVISIONS FOR**  
**DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR FOREST ESTATES**

Pg. 2

“Common Areas” shall mean and refer to those areas within the Property which have been or may in the future be conveyed to, or leased by, an Association or held for the benefit of one or all of the Owners including, without limitation, the access to the lake.

Pg. 5

L. The design and installation of all landscaping shall be approved by the Architectural Control Committee. There shall not be any vegetable gardens allowed in the front yard.

M. There is an access easement for all of the lots to the lake. There are no motorized boats allowed on the lake. You may use a paddle boat, a paddle board or any non-motorized board and/or boat on the lake.

Pg. 6

Add Section 2.06 (a) Propane Tanks: All propane tanks shall be constructed and equipped in accordance with the requirements, standards and recommendations of the State of Texas Public Health Authority. Propane tanks shall be in a back yard or can be underground. Under no circumstances are they allowed in front of any residence. Approval of the location by the Architectural Committee is required.

Pg. 7

Section 2.14 is removed.

Declarant:

By: \_\_\_\_\_

Lauren Callaway

2/26/2024

STATE OF Texas }

COUNTY OF Bowie }

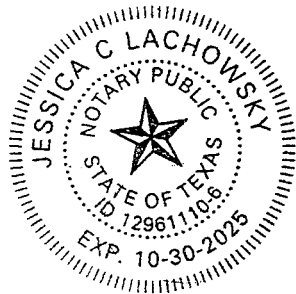
Before me, a Notary Public, on this day personally appeared Lauren Callaway, known to me, or proved to me through Drivers license (description of identity card or other document) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of September, 2024.

[Signature]

Notary Public, State of Texas

My commission expires: 10-30-25





false affidavit, pursuant to #18 U.S.C. § 1621, as amended, wherein it is that perjury in the execution of a false affidavit is also a criminal act pursuant to section 37.02 of the Texas Penal Code. Finally, I am aware that pursuant to section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he or she, by deception, causes another to execute any document affecting property or service, or procure any interest of any person, and that offense under such section is a felony of the third degree."

Further, Affiant sayeth not.

EXECUTED this 26 day of September 2024.

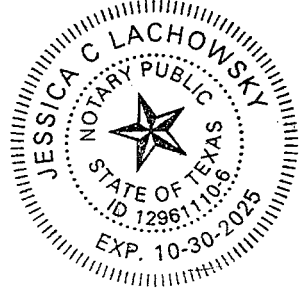
Lauren Callaway  
LAUREN CALLAWAY

STATE OF TEXAS }

COUNTY OF BOWIE }

Before me, a Notary Public, on this day personally appeared LAUREN CALLAWAY, known to me, or proved to me through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of September, 2024.



Jessica C. Lachowsky  
Notary Public, State of Texas  
My commission expires: 10-30-25

PREPARED IN THE OFFICE OF:  
LANGDON★DAVIS  
Attorneys at Law  
625 Sam Houston  
New Boston, TX 75570

AFTER RECORDING, RETURN TO:  
TWIN CITY TITLE  
3310 Arista Blvd.  
Texarkana, TX 75503

EXHIBIT "A"

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and being a part of that certain 20 acre tract of land conveyed to S. D. Crumpton and wife, Annie Crumpton, by that certain Deed dated August 26, 1942, of record in Volume 319, Page 92 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

COMMENCING at a point in a road or street known as Cooper Lane, being the Northeast corner of the above mentioned 20 acre tract;

THENCE: South, 21.21 feet with the East line of said 20 acre tract to a point;

THENCE: West, 726.70 feet parallel to the North line of said 20 acre tract point for corner and being the POINT OF BEGINNING for the herein described tract of land;

THENCE: South, 315.00 feet with the West line of Crumpton Drive to an iron pin for corner;

THENCE: West, 200.00 feet to an iron pin for corner;

THENCE: North, 315.00 feet to an iron pin for corner;

THENCE: East, 200.00 feet to the POINT OF BEGINNING and containing 1.45 acres of land, more or less.