DECLARATION OF COVENANTS AND RESTRICTIONS OF COPPER CREEK ADDITION

THE STATE OF TEXAS	1	1		D\/ T! !E05	
COUNTY OF SMITH	I	KNOV	V ALL MEN	BA THESE	PRESENTS:
THIS DECLARATION MADE THIS	7 th	_ day of _	Octobe.) Z , _	2019 .
By: GNL Properties, LLC, hereinaft	er called the D	eveloper,	as follows:		

WITNESSETH

WHEREAS, Developer is the owner of the real property known as Copper Creek Addition and described on Exhibit A attached hereto, and desires to create thereon a residential community with potential common areas and facilities for the benefit of said community; and

WHEREAS, Developer desires to (1) provide for the preservation of the values and amenities in said community; (2) provide for the maintenance of the common areas and facilities; and (3) subject the property herein to the covenants, restrictions, easements, charges and liens hereinafter set forth for the benefit of the property and the Owners thereof; and

WHEREAS, the covenants, restrictions, easements, charges and liens shall run with the land and bind all Owners, their heirs, successors and assigns; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Texas, as a non-profit corporation, COPPER CREEK HOMEOWNERS ASSOCIATION for the purposes hereinabove set forth;

NOW THEREFORE, the Developer declares that the real property described herein shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

SECTION 1. The following words shall have the following meanings when used herein unless the context clearly indicates otherwise:

- (a) Association. The COPPER CREEK HOMEOWNERS ASSOCIATION (CCHA), its successors and assigns.
- (b) Property. The real property subject to this Declaration or any supplemental Declaration under the provisions hereof.
- (c) Lot. Any plot of land shown upon any plat of the subdivision of the property, with the exception of the common area, if any.
- (d) Owner. The record owner or owners of the fee simple title of any lot which is a part of the property.
- (e) Member. The person, persons or entity who holds membership in the Association.
- (f) Architectural Control Committee. The committee whose membership consist of the Developer, (or Developer's designated representative) and two members appointed by the Developer or the Board of Directors of the Association.
- (g) Exhibit "A". The plat of the subject property.
- (h) Common Area. All Property owned by the Association for the common use and enjoyment of the Owners. Developer will convey the Common Area to the Association.

ARTICLE II

Property Subject to This Declaration; Additions Thereto

SECTION 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinabove defined as the "Property") is located within the City of Tyler, Smith County, State of Texas, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

SECTION 2. Voting Rights. The Association shall have two classes of voting membership;

Class A. Class A members shall be those Owners as defined in Section 1 hereof with the exception of the Developer. When more than one person holds such interest or interests in any lot, all such persons shall be members. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. In no event however, shall more than one vote be cast with respect to any one lot.

Class B. The Class B member shall be the Developer. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the ownership, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

General Duties and Responsibilities of the Association

SECTION 1. The Association shall have the following duties and responsibilities in connection with the property.

- A. Preservation and maintenance of the common areas.
- B. Preservation and maintenance of the yard exposed to view from the streets and common areas of each lot on which a residence has been constructed, limited however to mowing, edging, fertilizing, trimming and performing such possible repairs described in Article V, Section 2 (a) and (c) herein, excluding any expenses of maintenance repair or upkeep resulting from acts of God, the elements, insect infestation and other causes for which the lot owner shall normally be responsible. This service will be done by a lawn service of choice on a contract basis. Owner will be responsible for all designated flowerbed areas.
- C. Establishing and enforcing rules, procedures and regulations governing the use, maintenance and appearance of the property for the benefit of the Owners.

ARTICLE V

Assessments

SECTION 1. Creation of Lien; Personal Obligation of Assessments. The owner of each lot, by acceptance of a deed thereof, shall be deemed to covenant and agree to pay to the Association monthly assessments or charges and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with

interest thereon and costs of collection there from, shall also be the personal obligation of the person who was the owner of the property at the time such assessment or special assessment was made.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes set forth in Article IV hereof, for the payment of professional management fees, liability insurance premiums, legal and accounting fees incurred by the Association, real property taxes and utility costs assessed against the common areas and for such other purposes as the Association may deem proper and appropriate.

Additional individual assessments may also be levied against specific lot owners. Instances where such additional assessments may be levied include but shall not be limited to:

- (a) Repairs to the Owner's sprinkler system: In the event repairs are needed to an individual lot owner's sprinklers, piping, drains, valves, controller or any part of the sprinkler system thereof, the Association shall make a reasonable effort to notify said individual lot owner and request immediate repairs. The Association may take action to complete said repairs without Owner's consent if in the event either of the following occurs:
 - (1) Lot owner cannot be contacted after the said reasonable attempt is made.
 - (2) Lot owner refuses or otherwise fails to complete said repairs within a Reasonable amount of time, the length of which time shall not be enough to result in permanent, irreversible or otherwise unsightly damage to the turf grass, trees or shrubbery.
- (b) The Owner's water utility bill, or a portion thereof: In the event an individual lot owner's water utility service is terminated, either by request or for non-payment, the Association may elect to re-establish said terminated service for the sole purpose of continuing adequate irrigation of that part of the Owner's yard exposed to view from the streets or common areas.
- (c) Landscape Repairs: Restoration of a lot's landscape following repair excavations or other damages, may be done by the Association in the event Owner fails to complete such needed repairs within a reasonable time.
- (d) Maintenance of Vacant Lot: Maintenance in the appearance of a vacant lot may be done by the Association in the event Owner fails to maintain such lot within a reasonable time of notification from HOA.

SECTION 3. Monthly Assessments.

(1) For each lot which has been conveyed, owner of said lot shall pay monthly assessments of \$ 90 (Ninety Dollars) for maintenance of all common areas including but not limited to street/common drive, gates, all landscaped and natural areas, as well as other items set forth in Section 2 above.

- (2) An additional assessment for each lot in which a residence has been completed and is available for occupancy, shall pay a monthly assessment of \$ TBD for lots 4, 5, 6, 7, 8A, 9A, 10A, 11A, 12, 13, 14, 15, 16, 17; and \$ TBD for lots 3, 21, and 22 and \$ TBD for 19 and 20A beginning on the first day of the month following completion of such residence. This assessment is for Association maintenance for individual front yards as described in Article IV Section B.
- (3) For each lot which has been sold or conveyed by the Developer to a third party with the intent of constructing a residence thereon, the monthly assessment shall be 50% of the above determined amount of the lot assessments [subsection (1)], beginning on the first day of the month following the date of conveyance to said third party and continuing at such monthly rate until the earliest of the following events does occur:
 - (a) The first day of the month following completion of a residence on said lot; or
 - (b) The first day of the month following the expiration of six months from the date of conveyance from Developer to the said third party; at which time the monthly assessment shall be the same as that hereinabove set forth for a lot on which a residence has been completed and is available for occupancy.

For the purposes of this Section, the determination of when a residence has been completed and is available for occupancy shall rest solely with the Developer. For the purposes of this Section; Owner shall be responsible for maintaining the appearance of vacant lot.

SECTION 4. Change in Basis of Assessments. The Board of Directors of Association may change the assessment fixed by Article V, Section 3.

SECTION 5. Special Assessments for Capital Improvement. In addition to the assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided, that, any such assessments shall have the assent of a majority of the votes of all members who are voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting.

SECTION 6. Quorum for an Action Authorized Under Article V, Section 4 and 5. At any membership meeting, the purpose of which is to levy a special assessment for capital improvement as authorized by Article V, Section 5 hereof or the purpose of which is to change the monthly assessment fixed by Article V, Section 3 hereof, the presence, whether in person or by proxy, of members entitled to vote not less than fifty (50%) percent of all the votes of each class of membership shall constitute a quorum for the transaction of business. If the required quorum is not present, another meeting may be called within forty-five (45) days of the preceding meeting, subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

SECTION 7. Effect of Non-Payment of Assessment: The personal Obligation of the Owner: The Lien: Remedies of the Association: If the Assessments are not paid on the date when due,

then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If any assessment or part thereof is not paid within five (5) days after the delinquent date, the non-paying Owner shall be assessed a late charge of two (\$2.00) Dollars per day commencing with the sixth (6th) day after the due date and the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

SECTION 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

SECTION 9. Certificate of Paid Assessments. The Board of Directors or the Secretary of the Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the board for the issuance of such certificate.

SECTION 10. Insurance. The Association shall have the right to purchase, carry and maintain in force, insurance for the interest of the Association and of all Owners and their mortgagee's, as their interests may appear, in such amounts and with such endorsements and coverages as shall be considered good sound insurance coverage for organizations similar to the association. Such insurance may include, but need not be limited to:

- (a) Commercial General Liability
- (b) Non-owned and Hired Automobile
- (c) Fidelity Bond for all officers and employees of the Association having control over the receipt and disbursement of funds in such penal sums as shall be determined by the Association in accordance with its By-Laws.
- (d) Directors and Officers Liability
- (e) Workers Compensation in the event the Association chooses to hire employees.

(f) Equipment Floater Insurance in the event the Association chooses to purchase maintenance equipment.

ARTICLE VI

Architectural Control Committee

SECTION 1. Architectural Control Prior to Formation of the Committee. The Developer shall perform the duties and functions of the Committee until such time as:

(a) Seventy-five (75%) percent of the Copper Creek lots are sold, at which time the Board of Directors shall form a committee.

Or

(b) The Developer, at its discretion, calls for the formation of the Committee

SECTION 2. Review by Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae (on a structure or on a lot), flag poles, fences, walls, exterior lighting, or other improvements, shall be constructed or maintained upon any lot and no altercation or re-painting to the exterior of a structure, shall be made and no landscaping performed unless complete plans, specifications, and lot plans thereof, showing exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Architectural Control Committee.

SECTION 3. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the property conform to and harmonize with existing surroundings and structures.

SECTION 4. Procedures. The Architectural Control Committee shall approve or disapprove all plans and request within thirty (30) days after they are received. In the event the Architectural Control Committee fails to take any action within thirty (30) days after such plans and requests have been received, approval will not be required, and this article will be deemed to have been fully complied with.

SECTION 5. A majority of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

SECTION 6. The Architectural Control Committee, or Developer acting in its behalf, shall not be liable in damage to any person submitting requests for approval or to any Owner within the property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE VII

General Provisions

SECTION 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten years unless an instrument terminating these Covenants and Restrictions signed by the then owners of seventy-five (75) percent of the lots, has been recorded prior to the commencement of any ten year period.

SECTION 2. Amendments. These Covenants and Restrictions, may be amended during the first twenty (20) years from the date of the Declaration, by an instrument not signed by less than ninety percent (90%) of the lot owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must properly be recorded.

SECTION 3. Notices. Any Notice required to be sent to to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

SECTION 4. Prohibition Against Leasing. No residence may be leased or rented to any person(s) or entity, nor shall any residence be occupied by any person(s) other than the Owner(s).

SECTION 5. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equality against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these Covenants; and failure by the association or any Covenant or Restriction therein contained shall in no event be deemed a waver of the right to do so thereafter.

SECTION 6. Severability. Invalidation of any one of these Covenants or Restrictions by Judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 7. Sprinkler System. An automatic underground sprinkler system, the design and materials of which shall be approved by the Architectural Control Committee, shall be installed at the time construction of the residence. It shall be the responsibility of the Owner to maintain adequate irrigation of that portion of his yard exposed to view from the street or common areas, and to pay an associated charges along with the Owner's regular water utility billing. In the event the Owner fails to adequately irrigate the above described portion of his yard resulting in unsightly conditions or an environment inconsistent with the existing surroundings, the Association may use means as necessary to achieve a level of irrigation comparable to that of the other occupied

properties. The Owner shall remain responsible for an and all utility and labor charges as may be incurred under such operation. Special Assessments regarding the sprinkler system may be levied against the individual lot owner as outlined in Article V, Section 2.

SECTION 8. Owner's Maintenance Area. The Owner of any occupied lot shall privately maintain the area of any specifically bordered flowerbed areas on his lot, (exposed from the streets and common areas described in Article IV, Section 1, (b)). While the intent of this provision is to provide the Owner with control of the type landscape, plants and shrubbery immediately surrounding his residence, any unconventional, unusual, un kept or otherwise uncommon utilization of this area is subject to approval by the Architectural Control Committee.

SECTION 9. Common Drive/Street. The 30' common area street shall rightfully serve as ingress and egress for all lot owners. Said 30' street and cul-de-sac shall be maintained by the Homeowners Association as a private street.

SECTION 10. Underground Utilities. All utilities which are located within any lot boundaries shall be buried underground. All wiring on street and yard lights shall be encased in conduits having an outside dimension of no less than (3/4) inch. No yard light with an incandescence equal to or greater than that of the "TU Electric" guard light shall be allowed.

SECTION 11. Exceptions to Residential Use. Notwithstanding anything to the contrary herein. Developer reserves unto itself, its heirs, successors and assigns, and its or their designed agent or agents, the right to use any house as a model home or sales office and to use any unsold lot or lots for storage and use of construction equipment and material.

SECTION 12. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board of Directors. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

SECTION 13. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each lot for the maintenance and repair of each lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder.

SECTION 14. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association By-Laws shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

ARTICLE VIII

Additional Covenants and Restrictions

SECTION 1. Other Covenants and Restrictions on Lots:

(a) Residential Use: No lot shall be used for other than residential purposes, and no soil or trees shall be removed for commercial use.

No Business usage is allowed if such use entitles multiple business-connected vehicle parking. Also, no merchandise, commercial stock, or materials may be visibly stored on any lot.

- (b) Building Size. No residence shall be erected on any lot or lots other than one single-family dwelling or home, with a two car garage minimum. The floor area, (that enclosed for heating and/or air conditioning), of any dwelling or patio home shall not be less than 1,850 square feet. Note: Any second story windows need to be approved as to the direction they face from the house.
- (c) Building Setback Requirements: No dwelling may be constructed on any lot within:
 - (1) Fifteen (15) feet front property line.

 Any front entry garage shall be a minimum of Twenty Two (22) feet from front property line.
 - (2) Fifteen (15) feet rear property line.
 - (3) Five (5) feet both side property lines.
- (d) Exterior Walls and Roof: Exposed exterior wall area, exclusive of doors, windows and gable area, shall not be less than sixty (75%) percent of brick, brick veneer, stone, stone veneer, or a masonry based construction product. Exterior wall material, exclusive of the required brick or other masonry construction area, shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling and be approved by the Architectural Control Committee. Roofs shall have a minimum 10"/12" roof pitch. Lower Pitched areas such as Shed Roofs, Dormer Roofs, etc, shall be approved by Architectural Control Committee in writing. Roofs shall be constructed of twenty-five year minimum bonded composition shingles or their equivalent or other roofing products as approved by the Architectural Control Committee in writing.
- (e) Post Lights: Each lot, at the time of the house construction, shall install and maintain a post light (furnished by Developer) at an approved location on the lot. The materials and labor of installation will be the responsibility of the owner/contractor. A photocell for each light is required.
- (f) Fences and Mailboxes: No fence shall be constructed or allowed to remain in front of the house structure, and/or no fences shall be erected of a height to exceed eight (8) feet

unless written approval is obtained from the Architectural Control Committee. All perimeter fences shall be of masonry, combination masonry and wood, wood privacy or steel construction, or such other material as approved in writing by the Architectural Control Committee. The mail box column that supports the mailbox in front of each residence shall be of masonry construction or such other material and design as approved in writing by the Architectural Control Committee.

- (g) Lot Size and Subdivision: No subdivision or re-subdivision of any lot of combination of lots shall be permitted except by written consent of Developer. There shall be no more than one dwelling built per lot and no house shall occupy more than one lot except by written consent of Developer.
- (h) Temporary Residences, Facilities: No structure of a temporary character, trailer, basement, tent, shack, garage, or any other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently. Garages shall be constructed at the same time or subsequent to the construction of the dwelling it is intended to serve. All improvements shall be completed within six (6) months from the beginning of construction.
- (i) Animals: No residential lot shall be used for the purpose of keeping, breeding, mules, cattle or other animals of poultry; provided however, that the occupants of each residence may keep the usual and customary domestic or household pets. No commercial cat or dog kennel shall be permitted. Pets must be kept fenced or on a leash. No pets shall be permitted to run at large.
- (j) Sanitation and Unsightly Objects: All lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind decorative fencing or otherwise hidden from view from the street.
- (k) Garages: All garages constructed on any lot in the subdivision shall be a part of the residence or attached thereto with a breezeway. All driveways shall be concrete. Garages may not be closed in and occupied or used as part of the residence without the express written consent of the Architectural Control Committee. All garages shall be kept closed at all times except when in immediate use.
- (I) Storage Buildings: Storage buildings of complimentary type construction to houses are allowed, with a maximum 8' wall height. All such buildings shall be within the fenced in backyard areas and must be approved by the Architectural Control Committee.
- (m) Driveways: All driveways are to be constructed of concrete. Any flat work, driveways or sidewalks extending onto any common areas must be approved by the Architectural Control Committee. Any disturbance of existing curbs for driveways, sidewalks, drain pipes etc. shall be saw cut first and then reconstructed in a manner consistent with the original quality and workmanship. Any substantial failure of the structural integrity of the driveway shall be promptly and tastefully repaired.

- (n) Chimneys: All chimneys or fireplace vent pipes over 6" in diameter shall be enclosed with masonry or with Hardi-board siding. Such enclosures shall be capped with a chimney cap on the spark arrestor termination cap.
- (o) Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance, nuisance or hazard to the general health of the neighborhood.
- (p) Vehicles: No lot may be used for storing or parking heavy construction equipment, trucks, trailers, and other business-related equipment, EXCEPT during construction periods. Any and all recreational vehicles including but not limited to boats, motor homes, boat trailers, travel trailers or any type of trailer must be housed in an enclosed garage or behind a fence not visible from any other view. Any commercial or company vehicles with extensive exterior decals/advertising must be housed in an enclosed garage. No Stripped down, partially wrecked, or junked motor vehicle or sizeable part thereof shall be permitted to be parked on any street, parkway, lot or common area of the development. No unused automobiles or vehicles of any kind, except as herein provided, shall be parked on any street in the development or on any lot, except in an enclosed garage. "Unused vehicle" shall be defined as any vehicle which has not been operated for a period of one week or longer. Streets shall not be used for private paring except by visitors and then only after the Common Drive area parking facilities and the Owner's driveway are filled.
- (q) Other Easements: Easements for the installation and maintenance of subdivision boundary fence/walls, utilities, and drainage facilities, are reserved on, over and under a strip of ground five (5) feet wide, along each side lot line and rear lot line, and the right of entry for such purposes is expressly reserved; provide, however, that any such easement shall be deemed canceled or discontinued when its continued use would interfere with the location of any approved residential construction site.
- (r) Guttering and Drainage: Each Owner shall not cause natural flow of water to be directed so as to drain excess water on or to an adjacent lot.
- (s) Billboards and Signs: No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one sign containing not more than five (5) square feet of surface area may be displayed in the connection with the construction and/or sale of a house.
- (t) Outside Lines, Antennas, and Smaller Structures: Outside clothes lines, aerials, antennas, carports, patio covers, freestanding basketball boards and other similar structures shall not be allowed unless approved by the Architectural Control Committee.
- (u) Complete or Partial Destruction: Any structure which may be destroyed in whole or in part by fire, windstorm, vandalism, or other means must be rebuilt or all debris removed and the lot restored to a reasonable condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than ninety (90) days.
- (v) Who May Enforce: These restrictions, covenants, and conditions may be enforced by the Developer herein, its successors and assigns, or by the owner of subject property or any

part thereof, either by proceedings for injunction or to recover damages for breach thereof, or both.

- (w) Validity: If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or court order, it shall not affect the validity of any other provision or portion thereof.
- (x) Subordination of Mortgage: Breach of any of the conditions and restrictions hereof, or any reversion by reason of such breach, shall not defeat, impair, or render invalid the lien of any mortgage, deed of trust, or other valid encumbrance made in good faith for value as to such affected property.

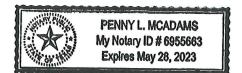
aber, 2019.
GNL Properties, LLC LORRI LOGGINS SMITH-Managing Member 8211 Robert E Lee Drive Tyler, TX 75703
me on this the day of GLENN A SMITH.
^
Notary Public, State of Texas Notary's name printed: Penny L MC Adams My commission expires: 05/28/2023

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COUNTY OF SMITH

This instrument was acknowledged before me on this the ______ day of

lctaber_____, 2019 by LORRI LOGGINS SMITH.



Notary Public, State of Texas

Notary's name printed: enny & Mc Adams

My commission expires: 05/38/2023

Filed for Record in Smith County, Texas 10/7/2019 12:41:12 PM Fee: \$78.00 20190100033905 RESTRICTION Deputy - Tammy Platzer

I hereby certify that this instrument was filed and duly recorded in the Official Public Records of Smith County, Texas

Karen Phillips County Clerk

