

THE RIDGE AT FM 16 W
DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS

This Declaration of Covenants, Restrictions, and Conditions (the "Declaration") is made on the 18th day of August, 2021, by FAIRWAY RANCHES, LTD., a Texas limited partnership whose mailing address is P.O. Box 1084, Tyler, Texas 75710 (the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of **THE RIDGE AT FM 16 W**, a planned unit residential subdivision west of Lindale, Smith County, Texas, according to the plat thereof recorded in Cabinet F, Slide 266-D, Official Public Plat Records of Smith County, Texas, and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of the Property (as herein defined) as a residential development of quality and standards in a consistent manner with continuity and to ensure the creation of an architecturally harmonious subdivision, Declarant desires to subject the Property to the covenants, conditions, servitudes, liens, reservations, and easements hereinafter set forth (the "Covenants").

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, which shall be deemed as covenants running with the land and imposed upon and intended to benefit and burden each Lot, hereinafter defined.

ARTICLE I – DEFINITIONS

1.1 **Definitions.** The following words, phrases, or terms used in this Declaration shall have the following meanings:

- (a) *Architectural Control Committee* (sometimes referred to herein as the "ACC") initially means the Declarant (and/or such persons who shall be named to serve by Declarant). Provided, the Declarant shall have the right at any time to change the number of members comprising the Architectural Control Committee and the persons forming the membership of the Architectural Control Committee at the sole discretion of the Declarant by the filing for record in the Official Public Records of Smith County, Texas, of a statement to such effect as provided in Section 4.2.
- (b) *Code* means the Texas Property Code, as amended from time to time.
- (c) *Covenants* mean the covenants, conditions, servitudes, reservations, and easements set forth herein.
- (d) *Declarant* means FAIRWAY RANCHES, LTD., a Texas limited partnership, and any successor or assignee of any or all of Declarant's rights and powers hereunder, but with respect to any such successor or assignee (i) such successor or assignee shall not be deemed to be a "Declarant" unless such successor or assignee has been expressly designated as such pursuant to a written instrument signed by Declarant, which written instrument shall be filed of record in the Official Public Records of Smith County, Texas, designating that part of the Property to which it relates, and (ii) such successor or assignee shall only have those

rights and powers of Declarant that are specifically assigned to such successor or assignee pursuant to such written instrument.

- (e) *Declaration* means this Declaration of Covenants, Restrictions, and Conditions, as amended or supplemented from time to time, as herein provided.
- (f) *Deed* means a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.
- (f-2) *Drainage Plan* means the topographic map attached as Exhibit "B" showing the drainage areas depicted by dash lines located within Lot numbers 1, 2, 3, & 4.
- (g) *Dwelling* means a residential unit or structure, and any portion thereof, situated on a Lot designed and intended for use and occupancy as a primary residence by a Single Family, as defined in Section 3.1 herein.
- (h) *Lot* means each of Lot #1 through Lot #4, as shown on the Plat.
- (i) *Lots* mean, collectively, all Lots described in Section 1.1(h) above.
- (j) *Owner* means the person or persons, entity or entities who, individually or jointly, own record title to a Lot. The term "Owner" shall exclude any person or persons, entity or entities, having an interest in a Lot merely as security for the performance of an obligation. The term "Owner" shall include Declarant if Declarant is a record title owner of a Lot.
- (k) *Permanent Improvements* mean, with respect to any Lot or any other part or parcel of the Property, any and all improvements, structures, and other materials and things located thereon, including without limitation, trees, berms, shrubs, hedges, and fences.
- (l) *Plat* means the plat of the Property titled "The Ridge at FM 16 W" presently on file in Cabinet F, Slide 266-D, in the Official Public Plat Records of Smith County, Texas, a copy of which is attached hereto as Exhibit A, as such plat may be amended from time to time.
- (m) *Front Fence* means the existing welded pipe fence common to all of the Lots running parallel and along the south Farm-to-Market Road 16 ("FM 16", "FM-16" or "the street") right of way together with the driveway entryways for the Lots.
- (n) *Property* means all of the real property described on the Plat.
- (o) *Rear Yard* means the area of each Lot located behind the rear building line of the residence.
- (p) *Subdivision* means the residential subdivision located in Smith County, Texas, and known as "THE RIDGE AT FM 16 W" according to the Plat.
- (q) *Private Fence* means any fence located within a Lot or on or near the boundary of the Lot other than the Front Fence. No Private Fence shall be placed along the front boundary of any Lot along FM-16 other than the Front Fence as defined hereinabove.

ARTICLE II – PROPERTY SUBJECT TO RESTRICTION

- 2.1 General Declaration. Declarant hereby declares that the Property is and shall be held, conveyed, developed, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as may be amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a common plan or scheme for the Subdivision and is established for the improvement and sale of the Property and is further established for the purposes of enhancing and perfecting the value, desirability, and attractiveness of the Property and every part thereof. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, and their respective successors in interest.
- 2.2 Owners Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon and inure to the benefit of Declarant, each Owner, the heirs, executors, administrators, personal representatives, successors and assigns of each Owner.
- 2.3 No Implied Restrictions. This Declaration applies only to the Property and shall not be deemed to apply, by implication or otherwise, to any other land now or hereafter owned by Declarant, its successors or assigns.
- 2.4 Protection of Name. No Owner, or any tenant or mortgagee of any Owner shall use the phrase “THE RIDGE AT FM 16 W” or any phrases similar thereto in connection with any Lot, without the prior written consent of Declarant except that an Owner may use such phrase to identify the location of such Lot and Owner’s contemplated improvement thereof. This restriction is for the benefit of and may be enforced only by Declarant. Nothing contained herein shall be construed to restrict Declarant’s use of the phrase described in this Section and further Declarant specifically reserves the right to use such phrase.

ARTICLE III – LAND USE

- 3.1 Single Family Residential Use. All Lots and Permanent Improvements shall be occupied, used, improved, and devoted exclusively to one (1) Dwelling for Single Family residential use. “Single Family,” as used herein, means one (1) family consisting of persons related by blood, adoption, or marriage, or by no more than four (4) unrelated persons residing in a single Dwelling. No other persons may occupy any Dwelling without the prior written consent of Declarant, which consent may be withheld for any reason. Each Owner, by accepting a Deed to any Lot, agrees to be bound by this Declaration, including the definition of Single Family as set forth in this Section 3.1.
- 3.2 No Commercial Activity or Use. No Lot or improvements on any Lot may be used for advertisement displayed for any business, professional, commercial, or industrial purposes of any kind whatsoever. No activity or use, whether or not for profit, shall be conducted on any Lot or in any Dwelling or improvements on any Lot which is not related to Single Family residential purposes. There may be no more than two (2) garage sales, estate sales or similar sales conducted on any Lot within any twelve (12) month period. No such sales shall be conducted anytime on the Property except within the hours of 8:00 a.m. Friday through 5:00 p.m. the immediately following Sunday. No such sale may be permitted before 8:00 a.m. nor after 5:00 p.m. on any day. There shall be no display of any products or goods for sale on any Lot except during an authorized garage sale or estate sale. Provided, nothing in the Declaration shall prohibit the Declarant from using a Dwelling as a temporary sales office or otherwise using, improving, developing, or marketing the Property for sale for profit.
- 3.3 Zoning. At the time of the recording of this instrument, there are no zoning ordinances applicable to the Property or to any other unincorporated areas of

Smith County, Texas. Should for any future reason, a zoning ordinance become applicable to the Property, either by annexation into an incorporated municipality or by Countywide Zoning Ordinance Authority, then the property shall be zoned or considered zoned as "Single Family Residential" or its equivalent. No Owner shall use, improve or occupy any Lot in violation of any such Single-Family Residential Zoning. Declarant shall reserve and maintain the right but not obligation to apply on behalf of each Owner for such Single-Family Residential zoning of the Property should in the future the Property become located within an incorporated municipality or fall under Countywide Zoning Ordinances.

- 3.4 Easements and Setbacks. The Property and the Lots are subject to the applicable easements, building setbacks, and declaration recorded in the Public Records of Smith County, Texas.

ARTICLE IV – ARCHITECTURAL CONTROL

- 4.1 Reservation and Assignment of Architectural Control. Declarant, desiring (i) to provide for the preservation of the values and amenities in and upon the Property and each Lot, and (ii) to subject each Lot to the reservation of architectural control hereinafter expressed for the purpose of implementing a general plan of development for the Property to insure the creation of a quality, architecturally harmonious subdivision, which general plan of development and reservation of architectural control is for the benefit of the Property, each Lot, and each Owner, as well as for the benefit of the Declarant as developer of the Property, hereby reserves the right and all rights to determine, approve or disapprove as to:

- (a) compliance with any specific restrictions imposed by the Declarant, the Architectural Control Committee, or anyone acting on behalf of either the Declarant, or the Architectural Control Committee, with respect to a Lot, the Lots, and the Property and/or any part thereof; and
- (b) without limitation, harmony of external design, adequacy of structural design, location of improvements, allowance and location of exterior lighting, building and landscaping setbacks from property lines, outbuildings, playground equipment, recreational equipment, athletic equipment, basketball goals, swimming pools, square footage of improvements, driveways, and landscaping in relation to surrounding structures and topography which are not or hereafter may be existing or proposed, including, but not by way of limitation, architectural designs, setbacks, landscaping, color schemes, types and quality of construction materials, quality of workmanship, any and all subdivisions, re-subdivisions (where permitted by Declarant), exterior additions to, changes in, construction, paving, alteration or excavation of any Lot or any part thereof (including, but not limited to the trees now located or to be located thereon) and any and all Dwelling, structures and other improvements located thereon, either permanent or temporary, including without limitation, additions to, changes in, or alterations to grade, landscaping, roadways, walk-ways, signs, exterior lights, walls, fences, buildings, or other structures on improvements of any type or nature located thereon which any person or entity, including without limitation, governmental and quasi-governmental agencies, seeks to commence, erect, construct, place or maintain upon the or upon any Lot, or any part thereof.

- 4.2 Appointment. Except as otherwise herein expressly provided, Declarant shall have the exclusive right to appoint the members of the Architectural Control Committee.

Initially, the Declarant shall serve as the ACC. Declarant may appoint members of the Architectural Control Committee by filing a designation of appointment in the Official Public Records of Smith County, Texas. The number of members constituting the Architectural Control Committee and the members of the Architectural Control Committee may be changed or modified by Declarant at any time by the filing of a supplemental designation of appointment in the Official Public Records of Smith County, Texas. The members of the ACC need not be Owners, and the ACC is not a property owners' association as defined in Chapter 202 of the Code. Members of the ACC may resign from the ACC by filing a notice of resignation in the Official Public Records of Smith County, Texas and sending a copy to Declarant.

- 4.3 Construction Requests. All requests for approval of any of the items set forth in Section 4.1 ("Construction Requests") shall be submitted in writing with delivery confirmation to:

**The Ridge at FM 16
Architectural Control Committee
P.O. Box 1084
Tyler, Texas 75710-1084**

or at such other address as may from time to time be designated by Declarant and shall be accompanied by complete and specific plans and specifications showing the nature, kind, shape, elevations, height, materials, color, location, landscaping, and other material attributes of the structure, improvement, addition, change, alteration, or excavation of the or any Lot or any part thereof. All such requests for approval shall also be accompanied by the payment, in tender acceptable to the Architectural Control Committee, of an application fee as shall be set by the Architectural Control Committee from time to time at its sole discretion.

- 4.4 Designation of Power of Approval. With respect to each Lot, or any part thereof, Declarant does herein and hereby delegate the power of approval and disapproval reserved in Section 4.1 to the Architectural Control Committee. This delegation of the power of approval, and disapproval may be rescinded at any time by the Declarant by the filing of an instrument so stating such act of rescission in the Official Public Records of Smith County, Texas. As long as this delegation of the power of approval and disapproval is in effect, any person or entity owing any interest in the, or any part thereof, or any Lot, or any part thereof (where permitted), shall be required to deal with the Architectural Control Committee and not the Declarant, and the Declarant shall have no responsibility or liability of any nature whatsoever for any act or omission of the Architectural Control Committee.

- 4.5 Prior Approval. No dwelling, building, garage, outbuilding, storage building, fence, wall, sign, exterior lighting, pole, antenna, television, satellite disc or dish, driveway, sidewalk, other walkway, mailbox, athletic equipment, recreational equipment, playground equipment, basketball goals, other structure or apparatus, either permanent or temporary, or landscaping shall be commenced, erected, constructed, placed, or maintained upon any Lot, nor shall any exterior addition thereto, change therein, or alteration, excavation, subdivision, or re-subdivision (where permitted by Declarant) thereof including, without limitation, changes in or alteration of grade, landscaping, roadways, and walkways, be made until the plans and specification showing the nature, kind, shape, height, materials, color, location, and other material attributes of the same shall have been submitted in writing to and approved in writing by the Architectural Control Committee as to (i) compliance with the Covenants herein contained, and (ii) harmony of external design and location in relation to surrounding structures and topography which are now or hereafter existing or proposed, including, but not limited to, as to architectural designs, setbacks, landscaping, color schemes, and construction materials. The Architectural Control Committee shall have the right to promulgate a form for submission of such items to the Architectural Control Committee, and upon such promulgation, all Owners shall be required to use the form for all such

submissions. In the event the Architectural Control Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been properly submitted to it, approval will not be required, and the requirements for approval set forth in this Section 4.5 shall be deemed to have been fully satisfied. Non-exercise of the powers hereby reserved by Declarant or the Architectural Control Committee in one or more instances shall not be deemed to constitute a waiver of the right to exercise such power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications. In the absence of willful misconduct attributable to the Architectural Control Committee, such Architectural Control Committee shall not be liable for the improper enforcement or failure to exercise any of the powers reserved and delegated unto said Architectural Control Committee pursuant to this Article. The fact that some type of structure or improvement may be mentioned in this Declaration is not in the manner to be construed as a statement that such type of structure or improvement will be allowed on any Lot, as the final approval or disapproval for any type of structure or improvement on any Lot is expressly vested solely in the Architectural Control Committee to be exercised at its sole discretion.

- 4.6 No Liability. In no event shall any approval obtained from Declarant or the Architectural Control Committee pursuant to the terms of this Article be deemed to be a representation of any nature regarding the structural integrity or safety or engineering soundness of the structure or other item for which such approval was obtained, nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations, nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval. No member of the Architectural Control Committee shall, at any time, have any liability to any Owner, Member, or other person or entity for any decision(s) that are made by the ACC, so long as such decision(s) are made in good faith and are not arbitrary or capricious. Any and all errors or omissions from the plans submitted to the ACC shall be the sole responsibility of the Owner of the Lot to which the plans and improvements relate, and the ACC, and each member thereof, shall have no obligation to check the plans for errors or omissions or to check such plans for compliance with this Declaration, zoning ordinances, laws, building lines, easements or rights-of-way, or any other issue.
- 4.7 Discretionary Authority. Any exercise of discretionary authority by the Declarant or the Architectural Control Committee shall be presumed reasonable, as provided in Section 202.004 of the Code.

ARTICLE V – RESIDENTIAL STRUCTURES AND LOTS

- 5.1 Minimum Floor Areas. Each Dwelling shall have a floor area, exclusive of porches (open or closed), patios, garages, carports, balconies, or decks, with a **minimum of Two Thousand Three Hundred (2,300) square feet** of heated and cooled space and must be located within the setbacks described in Section 5.4 and comply with the Drainage Plan shown in Exhibit B attached hereto and made a part hereof.
- 5.2 Types of Structures. Unless otherwise approved by the Architectural Control Committee, no Permanent Improvements shall be erected, constructed, altered, or permitted to remain on any Lot other than one (1) detached Single Family residential dwelling. Each Dwelling shall have a private garage as provided in Section 5.3. No used or previously constructed building or other structure shall be moved onto any Lot at any time. No structure of any kind of a temporary character and no trailer, mobile home, motor home, recreational vehicle, manufactured home, trailer home, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

- 5.3 Garage Construction. All dwellings shall be built with a minimum two-car garage. All Garages shall be side or rear entry. No front entry Garages will be approved. All garage doors shall have automatic remote operators. All garages shall remain closed at all times unless in use. All garages constructed on any Lot shall be approved in writing by the Architectural Control Committee prior to the beginning of construction on the Dwelling. Garages may not be closed in and occupied or used as part of a Dwelling. Garages may not be used for any purpose other than storage and parking vehicles without the express written approval of the Architectural Control Committee, which approval may be withheld for any reason.
- 5.4 Setbacks. All Permanent Improvements shall be located on each Lot in compliance with the setback lines as shown below. For purposes of this covenant, roof overhang, eaves and open porches shall be considered as a part of the Dwelling.
1. Front – Minimum of seventy-five feet (75') to the front of the main structure;
 2. Rear – Minimum of forty feet (40');
 3. Sides – Minimum of twenty-five feet (25') on each side; and
 4. No Permanent Improvements shall be located within the drainage areas shown on Exhibit "B".
- The ACC shall have the right to waive or modify these setback requirements at the sole discretion of the ACC as deemed necessary or appropriate.
- 5.5 Retaining Walls, Fences, Hedges and Other Screening Material. No retaining wall, fence, planter, hedge, or other screening material may be erected or maintained on any Lot without the prior written approval of the Architectural Control Committee.
- 5.6 Construction Materials and Exterior Color. All materials used in the construction of the exterior of any Dwelling or other structure must be approved in writing by the Architectural Control Committee before commencement of construction. Exterior material shall be either brick, natural stone, or Hardiboard type cementous siding, or a combination thereof unless otherwise approved by the Architectural Control Committee. Generally, brick, and/or a combination of brick and natural stone shall cover a minimum of 60% of the exterior walls, unless otherwise approved by the Architectural Control Committee. Only new construction materials shall be used (except as approved in writing by the Architectural Control Committee on a case-by-case basis). The Architectural Control Committee shall have the right to impose limitations on the exterior color of any Permanent Improvement, including roof and trim color.
- 5.7 Water Wells. At no time shall the drilling, usage, or operation of any water well be permitted on any Lot. Potable Water Utility Service shall be provided by Crystal Systems Texas, Inc. or its successors or assigns.
- 5.8 Air Conditioners and Heaters. No window or wall type air conditioner or heater shall be permitted to be used, erected, placed, or maintained on or in any Dwelling or elsewhere on any Lot. All air conditioning units shall be placed in the rear of the dwelling or on the side of the dwelling within fifteen feet (15') of the rear corner of the dwelling to minimize the view from the street.
- 5.9 Fences. All fences, of any kind, must be included in a Construction Request with respect to location, height, and type of material and must be approved in writing by the Architectural Control Committee. The Front Fence, as defined in Section 1.1(m) hereinabove, has been constructed and installed by Declarant. The Front Fence shall not be painted any color other than black, nor shall it be altered, changed, relocated or removed unless for repair or maintenance, and then reinstalled to match the original design and location. The four (4) Lot driveway approaches and locations existing within the Front Fence as of the date hereof shall not be altered, changed, relocated or added to. Should any section of Front Fence need to be repaired or replaced; the Front Fence shall be constructed of 2 3/8" steel pipe posts placed ten feet (10') apart; 2 3/8" steel pipe top rail and middle

rail saddled and welded to the posts and two (2) rows of ¾" metal rod runners, all consistent with the original design as of the date hereof. The fence shall be painted black, and the paint shall be maintained as needed to preserve the integrity of the fence. Any damage to the Front Fence shall be promptly repaired by the Owner of the Lot on which the damaged section exists at said Lot Owner's sole expense. In the event that a Lot Owner fails to repair any material damage to the Front Fence located on his/her property within 60 days following the date of such damage, then any of the other Lot Owners may at their sole discretion enter onto the property without permission and repair the fence and collect the cost of such repair from the Lot Owner where the damage exists and may also file a lien on the Lot if not repaid. Such provision shall apply to fence painting as well as structural damage to the Fence. Private Fences constructed along the rear and/or side property lines behind the rear building line of the dwelling may be wood, brick, stone, decorative iron, metal, wire, or chain link, or various combinations thereof when approved by the ACC. Private Fences constructed along the side property lines in front of the rear building line of the dwelling may be welded pipe similar to the Front Fence or brick, stone, decorative iron, metal, or stretched wire, but in no event chain link or wood. No fence along the side or rear property higher than six feet (6') will be constructed behind the rear building line of the dwelling and not higher than five feet (5') in front of the rear building line of the dwelling unless approved by the ACC. Other materials may only be used with the prior written approval of the Architectural Control Committee.

- 5.10 Utilities. Each Dwelling shall be required to be connected to the public water distribution system (currently Crystal Systems, Texas Inc.) in the Subdivision within the easements adjacent to or within the respective Lot upon which the Dwelling is located. Individual underground electrical service drops must be installed to each Dwelling. Each Owner shall comply with the requirements of the applicable utility company regarding such underground service installations including, without limitation, the payment of any lawful charges which might be incurred for the installation of the underground service as set forth in applicable utility company rules, regulations, and terms and conditions of service, as the same may be amended from time to time without notice. All utilities except for electric, power, telephone, and cable television (if available) must be placed and maintained underground including, water, sewer (if available in the future) or other utility or service lines of any nature or kind on any Lot; except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required. Water pressure booster pumps may be desirable for some Lots, and any installation and maintenance of such facilities shall be at the sole cost and expense of the Owner of the Lot.
- 5.11 Outbuildings. Any proposed outbuildings or other Permanent Improvements must be approved in writing by the Architectural Control Committee. All outbuildings that are visible or partially visible from FM 16 or a neighboring dwelling shall meet the following specifications:
- a. Shall be of conventional design and be masonry, painted siding, stone, wood or new metal and not be constructed of any used material.
 - b. Roof shall be composition shingle, metal R-Channel, or standing seam metal to match the dwelling;
 - c. No wall plate shall exceed 10' in height, with exception to a RV Storage which may have a maximum wall plate of 18';
 - d. The total square footage under roof shall not exceed 2,000';
 - e. No more than two (2) outbuildings shall be constructed on any Lot, unless approved in advance of construction by the ACC;

- f. All outbuildings shall be placed behind the rear building line of the dwelling;
 - g. Under no circumstance shall any outbuilding be used for commercial purposes, or a dwelling or single-family residence; and
 - h. Under no circumstance shall any pathway or driveway to an outbuilding adjoin FM 16, other than one (1) existing driveway as established pursuant to the Plat and approved by TXDoT.
- 5.12 **Signs.** No signs or billboards (including, but not limited to, commercial and similar signs shall be erected or maintained on any Lot, except the following types of signs, each of which must be approved in writing by the Architectural Control Committee:
- (a) Signs which may be required by legal proceedings, or which cannot be lawfully prohibited or regulated under applicable provisions of the Code;
 - (b) Not more than a one (1) residential identification sign (street number and/or name of Owner) for a maximum combined total face area of one hundred forty-four square inches (144 sq inches);
 - (c) Such other signs, the nature, number, and location of which have been approved in writing by the Architectural Control Committee; and
 - (d) A "For Sale" sign advertising that the Lot and Permanent Improvements are being offered for sale, provided such sign shall not exceed a total of five (5) square feet.

Provided, notwithstanding anything herein to the contrary, Declarant may display such signage as Declarant may deem necessary or appropriate in connection with advertising and marketing of the Subdivision.

- 5.13 **Re-subdivision.** Except as provided in Article XII, no Lot shall be further subdivided, and no portion less than all of any Lot, or any easement or other interest therein, shall be conveyed by any Owner without the prior written authorization and approval of Declarant.
- 5.14 **Septic Tanks and Sewage Disposal.** No private wastewater treatment or disposal facility or other means of sewage disposal may be installed on any Lot unless previously approved in writing by all governmental authorities having jurisdiction (specifically the Smith County designated Representative), by the Architectural Control Committee, and conforms to the drainage plan on Exhibit "B" attached hereto, whereby no such sewage disposal facilities may be located within the drainage areas. A properly designed and permitted Aerobic Treatment System shall be installed on each Lot on the property at the time of construction of the dwelling. The licensed designer of each such system shall utilize his/her best efforts to provide for proper disposal of effluent in the Rear Yard before including disposal within the front yards. No outside toilets of any kind are permitted, except during the period of construction of a Dwelling during which time chemically treated outside toilets shall be maintained in a manner subject to approval of the Architectural Control Committee. No installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any body of water or water source or onto any Lot.
- 5.15 **Storm Water Pollution Prevention.** A Notice of Intent shall be filed by the owner or owner's builder with the EPA (and/or TCEQ as deemed appropriate by State law), prior to the commencement of construction on any Lot. With respect to each Lot, the Owner shall be solely liable for any failure to comply with the Storm Water

discharge general permit and/or Storm Water Pollution Prevention Plan and hereby agrees to hold Declarant and the Architectural Control Committee harmless from any losses or damages suffered as a result of Owner's failure to comply.

- 5.16 Chimneys. All fireplace chimneys, which are visible from the street, shall be of masonry construction, or framed with siding material approved by the ACC.
- 5.17 Driveways. Each Lot shall have only one (1) driveway connecting to FM 16 and shall be in the location shown on the Plat and permitted by TXDoT. The driveway shall be constructed entirely of concrete, asphalt, gravel, crushed limestone or other material approved by the Architectural Control Committee. Culverts existing as of the date hereof shall not be replaced until damaged beyond repair. Any replacement culverts shall be of the same size and construction and in the same location. Under no circumstance shall any Lot have more than one driveway connecting to FM 16.
- 5.18 Prosecution of Construction. Construction of a Dwelling, once commenced, shall be completed with reasonable diligence and, in any event, within twelve (12) months from the commencement of construction, unless completion is prevented by war, labor strike, national material shortages, or by an act of God.
- 5.19 Landscape. Each Lot, immediately following completion of the dwelling, shall be landscaped to include beds and planting areas at such locations and arrangements desired by the Owner and approved by the ACC; along with turf grass coverage, either seeded or sodded, of 100% of the remainder of the Lot that may be visible from FM 16 or another Lot. Such landscapes shall be maintained by the Owner with respect to adequate and regular watering, fertilizing, weeding, mowing and trimming and such other maintenance as may be necessary or appropriate for the perpetuation of the lawn, landscaping, and other vegetation associated with the Lot.
- 5.20 Mailboxes. Each dwelling shall have one (1) mailbox, located adjacent to FM 16 which shall be constructed according to the specifications approved by the US Postal Service and the ACC.
- 5.21 Drainage. Under no circumstance shall: (1) construction of any dwelling or outbuilding of any kind; (2) installation of any portion of an onsite sewage system; nor (3) obstruction of drainage of any kind, occur within any drainage areas shown on the Drainage Plan attached hereto as Exhibit B. A permanent drainage easement shall exist and is hereby reserved within all drainage areas on any Lot as shown on Exhibit B and shall inure to the benefit of Declarant and any Lot Owner or Owner of any adjacent property located upstream of any Lot. To the extent practical, runoff from any Lot following the construction of any dwelling or outbuilding shall be directed either to the drainage along and within the FM 16 Right of Way or toward the drainage areas shown on Exhibit B. It is intended that the Property be developed in an orderly manner such that the Owner of each Lot shall absorb its share of drainage responsibility with respect to the surface water running across, from, or to the Property as a whole. Without limiting the remedies otherwise described herein, to the extent any Lot should be developed in a manner which disproportionately diverts surface water onto another Lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Property's surface water drainage, then, the Declarant shall be entitled to require the Owner of any such Lot to rectify such situation, and, if not timely rectified, to itself effectuate such maintenance or repairs as may be desirable to more equitably resolve any drainage problems and the Declarant shall assess said Owner all expenses pursuant to any such maintenance or repairs. Under no circumstance shall the drainage easements be filled in with any material of any kind and shall remain free flowing at all times.

ARTICLE VI – GENERAL RESTRICTIONS

- 6.1 Parking on the FM-16 Right of Way. Parking on the FM-16 Right of Way is prohibited at all times. At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling, or any guest or invitee of any Owner, resident or occupant of any Lot, permanently or regularly park or allow to be permanently or regularly parked within reasonable view of FM-16: (i) any motor home, recreational vehicle, bus, tractor, trailer, or bob-tail truck, (ii) any van in excess of three-quarters (3/4) of a ton, or truck of any type in excess of three-quarters (3/4) of a ton, nor (iii) any vehicle with painted advertising or magnetic sign(s).
- 6.2 On-Lot Parking. There shall be no parking or driving on any Lot except within the driveway or garage. At no time shall any Owner, or any relative of any Owner, or anyone residing in a Dwelling, either permanently or temporarily, or any guest or invitee of any Owner, resident or occupant of any Lot, park or allow to be parked for any reason on any Lot any: (i) bus or bob-tail truck (not to exceed 1-ton), nor (ii) van in excess of three-quarters (3/4) of a ton. Any boat, motor home, recreational vehicle, or trailer, shall be parked in the Rear Yard and be reasonably concealed from being visible from FM-16 or another Lot. No truck in excess of 1-ton shall be parked on any Lot at any time other than for moving, delivery or short-term construction purposes. No inoperable, antique, seldom used or racing vehicle may be kept within view of FM-16 or another Lot. Motor vehicles may not be repaired or constructed within view of FM-16 or another Lot.
- 6.3 Overnight Parking. No vehicle shall be parked on the Lot except on the driveway portion of the Lot. The Declarant shall have the right to adopt parking rules or regulations that are more restrictive than the restrictions set forth in this Section 6.3 at the sole discretion of the Declarant and, in such event, the more restrictive measure shall control in the event of any conflict between this Section 6.3 and any rule or regulation adopted by the Declarant.
- 6.4 Emergency or Temporary Maintenance Vehicles. The provisions of this Declaration shall not prevent any emergency vehicle repairs or the operation of any emergency vehicle (such as an ambulance or fire engine) within the Subdivision. The provisions of this Declaration shall not prevent the operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters, or facilities maintained during and used exclusively in connection with the construction of any Permanent Improvement approved in writing by the Architectural Control Committee.
- 6.5 Garbage. No rubbish, garbage, or trash shall be placed or be allowed to remain at the exterior of any Dwelling or other structure on any Lot, except in containers meeting the specifications of the Architectural Control Committee. The placement, maintenance, and appearance of all such containers shall be subject to reasonable rules and regulations of the Architectural Control Committee. The placement of all such containers shall be in areas attractively screened or concealed from view from neighboring Dwellings, pathways, FM-16, except on garbage pickup days, when containers may be placed out for pickup and returned on the same day as pickup. Each Owner is responsible for regular removal of all rubbish, garbage, and trash from the Owner's Lot. Rubbish, garbage, and trash shall not be allowed to accumulate. There shall be no burning of trash on the property.
- 6.6 Animals. A Limited number of horses, cattle, dogs or cats, and chickens may be kept on the Lots so long as, in the sole discretion of the ACC, such animals do not become, a nuisance, threat, or otherwise objectionable to other Owners. For the purposes of this Section, loud, excessive dog barking shall be classified as a nuisance. Dogs kept outside must be within a fence or on a leash at all times. There shall be no commercial kennels kept on any Lot. Unless authorized by the ACC, no more than 3 horses, cattle, dogs or adult cats, may be kept on any one Lot at any time. Under no circumstances shall any swine or roosters be kept on any Lot.

- 6.7 Burning No burning of household trash or brush or debris brought in from another location may be burned on any Lot. Any outside burning shall be done in observance of all applicable laws and regulations.
- 6.8 Firearms and Weapons. No Lot or any other portion of the Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm.
- 6.9 Diseases and Insects. No Owner shall permit anything or any condition to exist upon any Lot which shall, in the sole opinion of the Declarant, induce, breed, or harbor plant disease, insects or noxious conditions.
- 6.10 Machinery, Fixtures and Equipment. No exterior machinery, fixtures or equipment of any type including, without limitation, playground equipment, permanent basketball goals or other sports equipment and clotheslines, shall be placed, allowed or maintained upon any Lot except within the Rear Yard, when screened from view from FM-16 or another Lot and with prior written approval of the Architectural Control Committee.
- 6.11 Motor Vehicles. The operation of any and all motorized vehicles within or upon the Property or any part thereof shall be subject to such rules and regulations as shall from time to time be established by the Declarant, and by the Smith County Government.
- 6.12 Misuse and Mismanagement. No Lot shall be maintained or utilized in such manner as to; (i) present an unsightly appearance, (ii) unreasonably offend the sensitivity of a reasonable person, or (iii) constitute a nuisance or unreasonable annoyance to, or as to endanger the health of, any Owners or residents of the Subdivision, as determined in the sole opinion of the Architectural Control Committee, or the Declarant.
- 6.13 Violation of Statutes, Ordinances, and Regulations. No Lot shall be maintained or utilized in such manner as to violate any applicable statute, ordinance, or regulation of the United States of America, the State of Texas, the County of Smith or any other governmental, or quasi-governmental agency, or authority having jurisdiction over the Property.
- 6.14 Violation of Rules or of Covenants. No Lot shall be maintained or utilized in violation of (i) this Declaration, or (ii) the rules and regulations of the Declarant and Architectural Control Committee, or (iii) any of the Covenants.
- 6.15 Renting Restricted. Nightly rentals (e.g. Airbnb) of Dwellings and other short term rentals for less than 180 days are prohibited. The Architectural Control Committee shall have the right to place rules, regulations, and restrictions on renting Dwellings. No "For Rent" sign or "For Lease" sign or any other similar sign or signs may be placed, allowed, or permitted at any time on any Lot.
- 6.16 Garage and Estate Sales. The conduct of garage, yard, and estate sales within the Subdivision shall be subject to the provisions of these Declarations such other prohibitions, limitations, and restrictions as may be adopted from time to time by the ACC.
- 6.17 Antennas. No exterior television, radio, or other antennae of any type shall be placed, allowed or maintained upon any Lot; except one (1) TV satellite dish with a diameter less than 24" may be placed out of view from FM-16. The ACC shall, in its sole discretion, determine which rules, regulations, and restrictions may vary from situation to situation.
- 6.18 Storage. No storage building of any kind shall be permitted, except as may be allowed pursuant to Section 5.11 hereinabove. Any outdoor storage, as may be approved and authorized, shall be in areas attractively screened or concealed (subject to all required approvals by the Architectural Control Committee) from view

from neighboring properties, dwellings and streets. This provision shall apply, without limitation, to woodpiles, greenhouses, camping trailers, boat trailers, travel trailers, boats, mobile homes, and unmounted pickup camper units.

- 6.19 Outside Lighting. No outside lighting that may create glare or undue illumination of another Lot shall be placed, allowed, or maintained on any Lot. This provision shall not prohibit the use of reasonable security LED lighting, architectural, or accent lighting. No elevated sodium or halogen lighting will be allowed.
- 6.20 Intentionally Deleted.
- 6.21 No Wind Equipment. No wind energy generation systems or equipment (i.e. wind generators) may be affixed or placed on any Lot.

ARTICLE VII – MAINTENANCE

- 7.1 Improper Maintenance by Owner. In the event any portion of any Lot, any Dwelling, or any Permanent Improvement is, in the reasonable judgment of the Declarant, so maintained by the Owner thereof (i) as to present a public or private nuisance, (ii) as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property or any adjacent land now or hereafter owned by Declarant, or its successors or assigns, not presently included as a part of the Property, but which may be affected thereby or related thereto, or (iii) as to not in any manner comply with any of these Covenants, the Declarant may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver written notice thereof to the offending Owner that unless corrective action is taken within ten (10) days from the date of such written notice to remedy the situation, the Declarant may cause such action to be taken at such Owner's cost to remedy the situation, including entry upon the Owner's Lot, if necessary. Any entry upon a Lot by the Declarant, or anyone at the direction of the Declarant, shall not be deemed a trespass or other violation of any law, ordinance, or statute, and neither the Declarant nor anyone else entering upon any Lot shall be subject to any liability therefor. If after the expiration of said ten (10) day period, the requisite corrective action has not been taken, the Declarant shall be and is hereby authorized and empowered by the violating Owner to cause such remedial action to be taken, and all costs thereof and associated therewith including, but not limited to, the costs of collection, court costs, and reasonable attorneys' fees, from such date until paid, shall be assessed against the offending Owner and the offending Owner's Lot. Written notice of such costs shall be delivered to the offending Owner by the Declarant, which notice shall specify the amount of such and shall demand payment thereof within thirty (30) days after the date of said notice.

ARTICLE VIII – ENFORCEMENT OF DECLARATION

- 8.1 Enforcement by Declarant or Architectural Control Committee. The Declarant or the Architectural Control Committee, acting either jointly or independently, shall each have the right, jointly or severally, to enforce the provisions of this Declaration. However, if the Declarant or the Architectural Control Committee shall fail or refuse to enforce this Declaration or any part hereof for an unreasonable period of time after written request from an Owner to do so, then any Owner shall also have the right to enforce this Declaration at the said Owner's sole cost and expense by any appropriate action, whether at law or in equity, and neither the Declarant, nor the Architectural Control Committee, shall have any liability for failing or refusing to enforce this Declaration to any Owner or any other person or entity.

ARTICLE IX – RIGHTS AND POWERS

- 9.1 Right to Inspect. The Declarant and the Architectural Control Committee, jointly or severally, shall have the right to enter upon all Lots for the purpose of inspecting whether or not the Owner thereof is in compliance with this Declaration and the Covenants. If, during the course of construction of a Dwelling upon a Lot, the Declarant or the Architectural Control Committee, jointly or severally, determines in its/their sole discretion that there is a violation of the Covenants, the Declarant or the Architectural Control Committee, as appropriate, may order a discontinuance of the construction of the Dwelling until such time as corrective measures have been taken to assure full compliance with the covenants, and an Owner's failure to immediately discontinue or cause the discontinuance of construction of the Dwelling, upon demand by Declarant or the Architectural Control Committee, shall constitute a further violation of this Declaration by that Owner.

ARTICLE X – RESERVATIONS OF DECLARANT

- 10.1 Reservations. Notwithstanding anything herein to the contrary, the following rights are hereby reserved by Declarant:
- (a) The easements shown on the Plat are dedicated as stated on the Plat. The said easements are for the use and benefit of any public utility operating in Smith County, Texas, as well as for the private benefit of Declarant, to allow for the construction, repair, maintenance, and operation of a system or systems (if available) of electric light and power, telephone lines, television cable lines, security, gas, water, and any other utility or service which Declarant may find necessary or proper.
 - (b) Declarant reserves the right from time to time to make changes in the location, shape, and size of, and additions to, the easements described in Section 10.1(a) above, for the purpose of more efficiently or desirably installing utilities therein and thereon.
 - (c) The title conveyed to a Lot or any part of the Property shall not be held or construed to include the title (if available) to the water, gas, electricity, telephone, lines, poles, pipes, conduits, cable television lines, or other appurtenances or facilities constructed by Declarant or public utility companies upon, under, along, across, or through such utility easements.
 - (d) The right to dedicate, sell, or lease the lines, utilities, appurtenances, and other facilities described in Section 10.1(c) above to any municipality, governmental agency (including any water control or utility district created under Article XVI Section 59 of the Texas Constitution covering the Property, as well as other lands), public service corporation or other party is hereby expressly reserved to Declarant.
 - (e) Neither Declarant, nor its successors or assigns, shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers, or other property of any Owner situated on the Lots covered by the above-described utility easements.
 - (f) The right to enter upon the Property during installation of utilities for the purpose of performing excavation, construction, and paving is hereby reserved to Declarant, its successors and assigns. Neither Declarant nor its respective successors or assigns, shall be liable for any damage done by said parties or any of their agents or

employees to shrubbery, trees, flowers, or other property of the Owner which may be necessitated by such construction.

ARTICLE XI – TERM, AMENDMENTS, TERMINATION

- 11.1 Term, Method of Termination. This Declaration, and any amendments, shall be effective upon the date of recordation hereof and shall continue for a period of 25 years. From and after an initial 25 year period, this Declaration, as it may have been amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners of at least ninety percent (75%) of the Lots (there being only one vote per Lot which shall be exercised collectively by any multiple owners of interests in any one Lot as they may among themselves determine) casting their votes for termination at a meeting held for such purpose within six (6) months prior to the expiration of the initial period hereof or any ten (10) year extension.
- 11.2 Amendments. Until the Declarant initially sells all of the Lots, such sales being evidenced by the recording of a Deed from the Declarant to the initial buyer of a Lot, the Declarant shall have the right to unilaterally change or amend this Declaration at any time for any reason or purpose as determined at the sole discretion of the Declarant in order to develop, protect, and enhance the Property. After all of the Lots have been initially sold by Declarant, this Declaration may be amended or changed in whole or in part at any time only by the affirmative vote of the then owners of at least seventy-five percent (75%) of the Lots, including the additional or annexed Lots (each Owner having one vote per Lot owned which shall be exercised collectively by any multiple owners of interests in any one Lot as they may among themselves determine), casting their votes to amend or change this Declaration at a special meeting called pursuant to Section 11.3.
- 11.3 Election Procedures. The affirmative votes required under Sections 11.1 and 11.2 hereof shall be obtained and evidenced by the requisite vote of the Owners (including Declarant, if applicable) present at a meeting of Owners duly called by at least fifty percent (50%) of the Owners or by the Declarant pursuant to notice to all of the Owners on or prior to ten (10) days before the date of the meeting, at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration. The notice of the meeting must set forth the proposal as to amendment of this Declaration (and/or the Covenants contained herein), and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting or the Declarant. In any event, a copy of the minutes shall be delivered to the Declarant prior to any amendment or change becoming effective.
- 11.4 Recording Amendments. Upon the amendment or change of this Declaration (and/or the Covenants contained herein) as herein provided, and upon the other conditions set forth in Section 11.1 or 11.2 (as the case may be) and 11.3 of this Article being satisfied, then each amendment shall be executed by the (i) Declarant, or (ii) Owners who voted in favor of the amendment or change, placed in recordable form, and filed of record in the Real Property Records of Smith County, Texas.
- 11.5 Effect. Upon the filing of an amendment or change in accordance with Section 11.4, this Declaration and the Covenants, as amended, shall remain in full force and effect.
- 11.6 Other Rights of Amendment. Notwithstanding anything in this Article to the contrary, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be required by to conform to applicable law or by any federal, state, or local agency which requires such an amendment as a condition precedent to any required approval of this Declaration, or any federally-chartered lending institution or the Federal National Mortgage

Association or the Federal Home Loan Mortgage Corp as a condition precedent to lending funds upon the security of the Property or any portion thereon. Any such amendment shall be affected by the recordation by Declarant of a Certificate of Amendment signed by Declarant with proper signature acknowledged, specifying the federal, state, or local governmental agency or the federally chartered lending institution or other authority requiring the amendment and setting forth the amendatory language required by such agency or institution. Recordation of such a Certificate shall be deemed conclusive proof of the agency's or institution's requirement for such an amendment, and such Certificate, when recorded, shall be binding upon the Property, or the affected portion thereof, and all persons or Owners having an interest in the same. Declarant shall not have any right to amend this Declaration except in accordance with and pursuant to the provisions of Sections 11.2 and 11.6, and as otherwise expressly provided in this Declaration.

ARTICLE XII – RESERVATION OF RIGHT TO RE-SUBDIVIDE

- 12.1 Subject to the approval of any and all appropriate governmental agencies having jurisdiction over the Subdivision, Declarant hereby reserves the right, at any time, to subdivide or re-subdivide, as the case may be, and/or plat or replat, as the case may be, all or any portion of the Subdivision or of any Lot or Lots then owned by Declarant without the consent of any Owner, the ACC, or any other party. No Lot Owner other than the Declarant shall have the right to re-subdivide any Lot.

ARTICLE XIII – MISCELLANEOUS

- 13.1 Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right and power to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by the court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by this Declaration and the provisions hereof.
- 13.2 Severability. Any determination, by any court of competent jurisdiction, that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other, remaining provisions hereof, which remaining provisions shall be and remain in full force and effect.
- 13.3 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change or condition or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.
- 13.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant or the Architectural Control Committee, as applicable, shall have the right to adopt rules and regulations with respect to all other aspects of the rights, activities, and duties of the Declarant or the Architectural Control Committee, as applicable, provided said rules and regulations are not inconsistent with the provisions of this Declaration.
- 13.5 Disclaimer of Representations. Anything to the contrary in this Declaration, notwithstanding and except as otherwise may be expressly set forth in a written document signed by Declarant, neither the Declarant nor the Architectural Control Committee makes any warranties or representations whatsoever that the plans presently envisioned for the Complete development of the Property can or will be fully carried out. Declarant shall have no obligation to construct, maintain, repair or operate any improvements on the Property or any offsite improvements serving the Property, nor shall Declarant be obligated to provide any on-site or off-site services.

- 13.6 Limitation of Liability. In the absence of willful misconduct attributable to the (i) Declarant, or (ii) the Architectural Control Committee (and any and all members thereof), or (iii) Declarant, nor the Architectural Control Committee (nor any member thereof) shall have any liability of any nature whatsoever arising out of or in any matter related to the performance or nonperformance of any of the rights and powers reserved unto Declarant, or the Architectural Control Committee, or their respective heirs, personal representatives, successors or assigns, pursuant to this Declaration. Notwithstanding anything in this Declaration to the contrary, each Owner agrees that in no event shall Declarant, its owners, agents, or representatives, be liable for any obligation, representation, warrant, or other undertaking of any kind respecting the Subdivision or any matter pertaining to or any Lot, unless such obligation, representation, warranty, or undertaking is expressed in writing, signed by Declarant and supported by independent consideration described or recited therein.
- 13.7 Gender and Number. Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; words in the plural shall include the singular.
- 13.8 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.
- 13.9 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally, by United State Postal Service Priority Mail with delivery confirmation, or Ground Delivery Service with delivery confirmation. If delivery is made by mail, delivery shall be deemed to have been made upon receipt of delivery confirmation. Such address may be changed from time to time by notice in writing.
- 13.10 Enforcement by Injunction. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.
- 13.11 Suspension of the Covenants. The Declarant and the Architectural Control Committee shall and do have the right during the period of construction, development, and sale of the Lots, to grant reasonable and specifically limited exemptions from this Declaration to Declarant and any other developer or contractor. Any such exemptions shall be granted only upon specific written request, itemizing the exemption requested, the location thereof, the need therefor, and the anticipated duration thereof, and any authorization and approval thereof shall be similarly itemized. No such exemption shall be broader in terms of activity, location, or time than is reasonably required.
- 13.12 Non-Waiver. Any failure or delay on the part of either the Declarant, and/or the Architectural Control Committee (i) to exercise any right, remedy or duty under this Declaration, or (ii) to take any action to enforce the Covenants or the Declaration, with regard to any one matter or situation or group of matters or situations in any manner covered by or arising out of the Covenants or Declaration shall not in any manner be deemed or construed to be a waiver of any subsequent matter or situation or group of matters or situation arising hereunder. No forbearance of any type for any period of time, either the Declarant, and/or the Architectural Control

Committee shall be in any manner deemed or construed to be a waiver of any right remedy or duty hereunder, but all such rights, remedies, and duties shall continue in full force and effect as if no forbearance had occurred.

13.13 Liberal Interpretation. This Declaration, and all of the covenants, conditions, servitudes, liens, reservations, and easements, shall be liberally construed to effectuate the purposes of this Declaration, and to give effect to its purpose and intent as provided in Section 202.003 of the Code.

13.14 Chapter 202 of the Code. This Declaration is a "dedicatory instrument," as defined in Chapter 202 of the Code.

IN WITNESS WHEREOF, the undersigned has signed this Declaration on date first set forth above.

FAIRWAY RANCHES, LTD., a Texas limited partnership
By: Fair Management, LC, its sole General Partner

By: 

John R. Garrett, President

ACKNOWLEDGEMENT

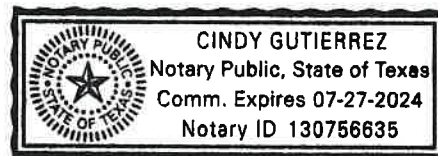
STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledged before me on August 18, _____, 2021, by John R. Garrett, President of Fair Management, LC, sole General Partner of FAIRWAY RANCHES, LTD., a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas



AFTER RECORDING, RETURN TO:
FAIRWAY RANCHES, LTD.
PO BOX 1084
TYLER, TX 75710

EXHIBIT 'A'

I, Kevin L. Kilgore, Registered Professional Land Surveyor No. 4687, Do Herby Certify That The Plat Shown Hereon Was Prepared From An Actual Survey Made Under My Direction And Supervision On The Ground During The Month Of April, 2021.

Given Under My Hand And Seal The 11th Day Of May, 2021.

[Signature]
KEVIN L. KILGORE, R.P.L.S. NO. 4687



NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

That We, Parkway Ranches, Ltd., do hereby adopt this plat designating the heretofore described property as THE RIDGE TRACTS ON FM 16 WEST, an addition to the Smith County, Texas, and do accept this plat as its plan for the subdividing into the one blocks.

This plat approved subject to all current planning ordinances, rules, regulations and resolutions of the City of Tyler, Texas.

WITNESS my hand this 9th day of July, 2021.

BY: Fair Management, L.C., Its Sole General Partner:

[Signature]
BY: Jovan H. Gannon, President

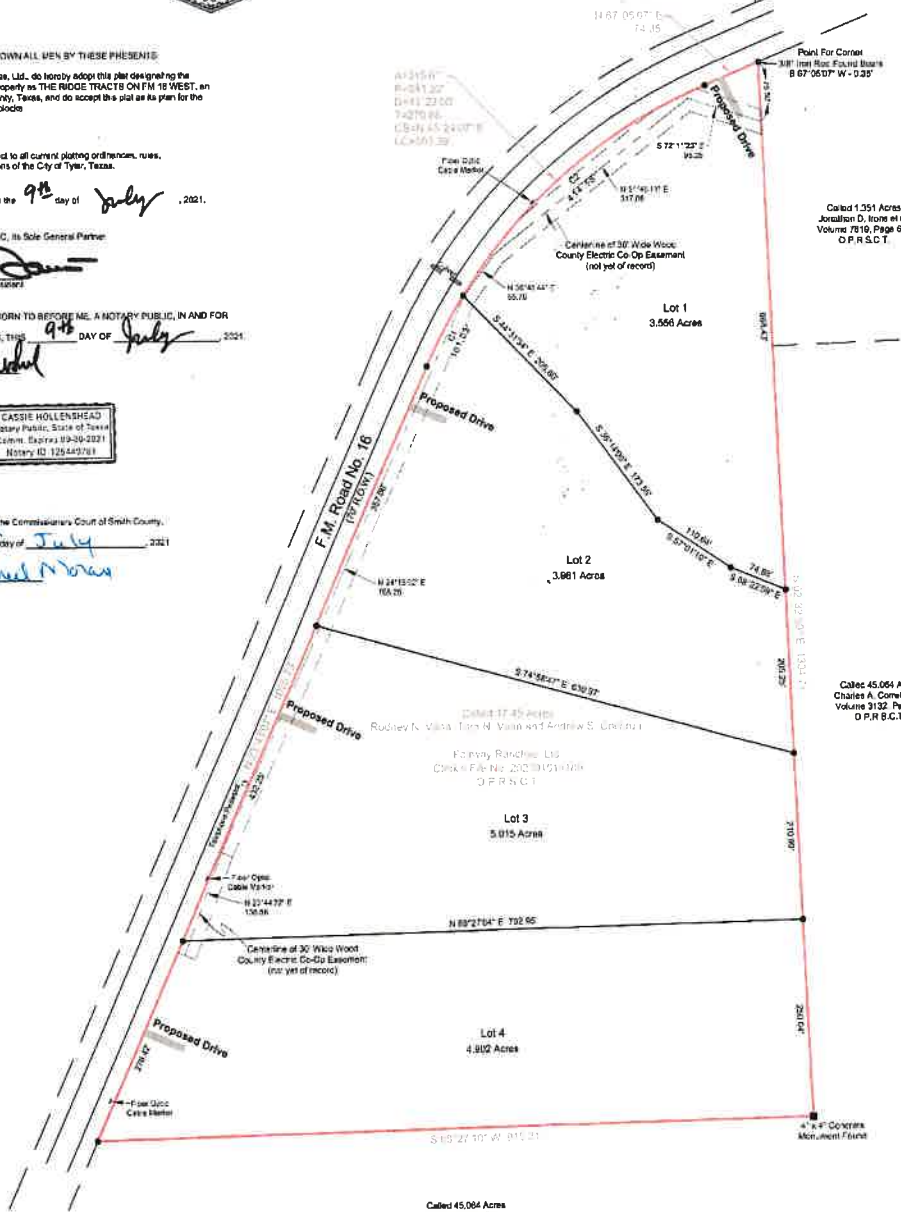
SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS 9th DAY OF July, 2021.

[Signature]

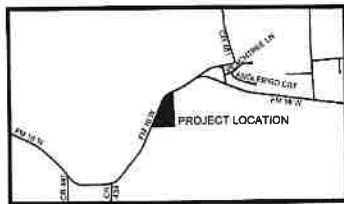


APPROVAL:
This Plat approved by the Commissioners' Court of Smith County, on this 20th day of July, 2021.
[Signature]
Notary Public

James H. Sanders Survey, A-880



CURVE	RADIUS	ARC	CHORD	CHORD BEG.	CHORD END	DELTA	TANGENT
C1	681.22	101.07	100.93	S 27° 58' 02" W	87° 10' 00"	50.81'	
C2	683.72	114.55	498.21	S 49° 39' 02" W	34° 10' 00"	213.93'	



VICINITY MAP
NOT TO SCALE

Filed for Record
in the Official Records Of:
Smith County
On: 7/23/2021 10:11:12 AM
in the PLAT Records
Doc Number: 202101030078
Number of Pages: 1
Amount: 101.00
By: Whitaker, Suni

[Signature]
Smith County Clerk



RECORDED IN CABINET **F** SLIDE **266D** OF THE PLAT RECORDS
OF SMITH COUNTY, TEXAS DATE **7-23-21**



• Denotes 1/2" Iron Rod Set With Cap Stamped "KLK 4687" Unless Noted Otherwise.

DESIGNED BY:	R.L.W.
DRAWN BY:	K.L.K.
CHECKED BY:	K.L.K.
DATE:	May 11, 2021
SCALE:	1" = 100'



**SURVEYING
PLANNING
MAPPING**

6712 Parkway Drive
Tyler, Texas 75703
(937) 581-7800
Fax (937) 581-3756

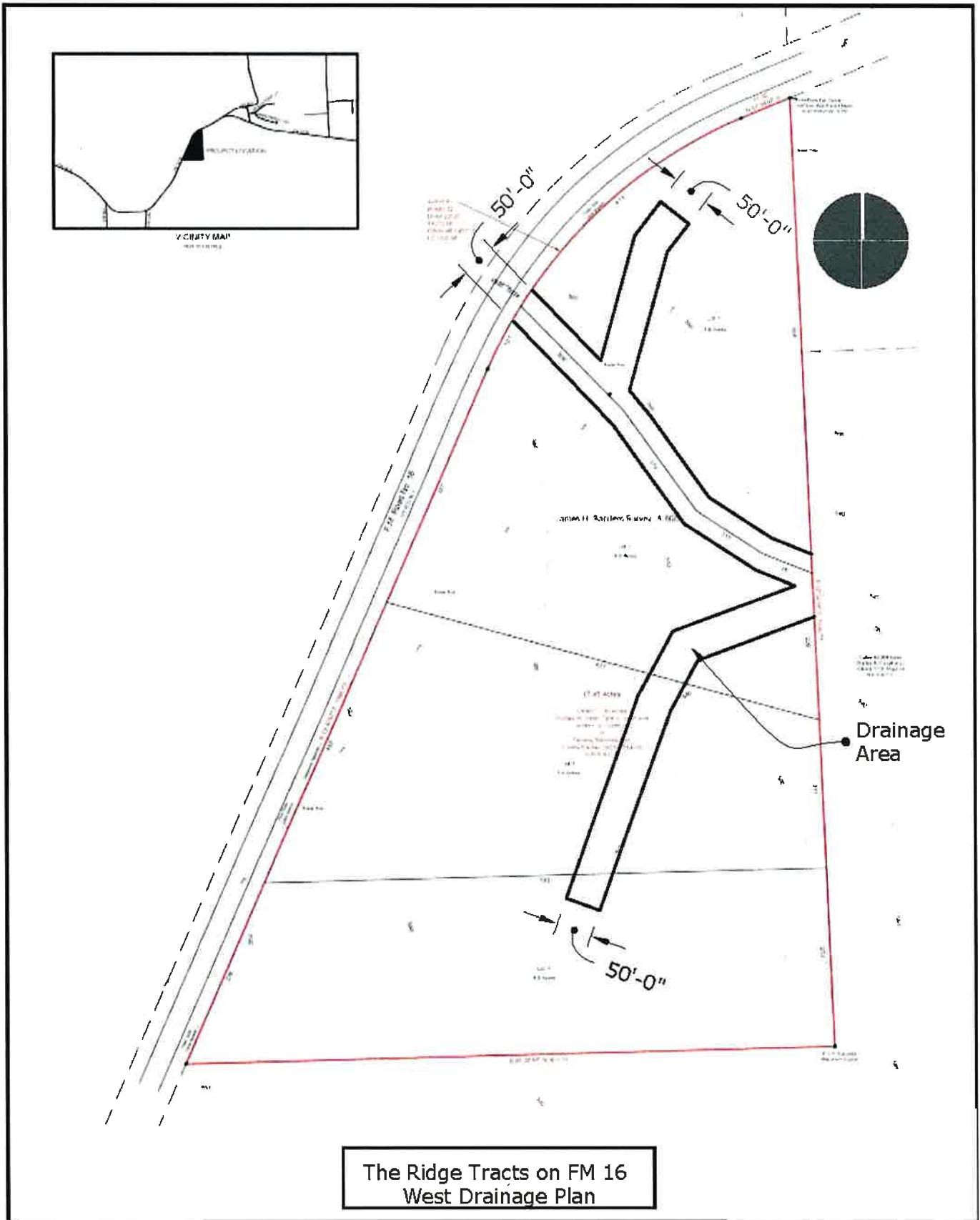


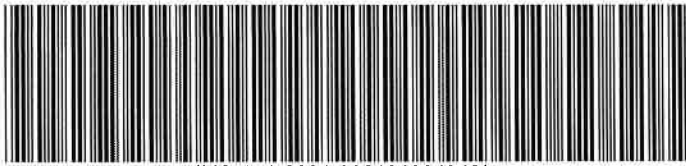
Final Plat
Showing
The Ridge Tracts on FM 16 West
4 Lots - 17.45 Acres
Smith County, Texas

REVISIONS		
NO.	DATE	REMARKS

CONTRACT NO. 202129
SHEET NO. 1 OF 1

Exhibit B





VG-151-2021-202101034349

**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202101034349

Real Property Recordings
RESTRICTION

Recorded On: August 19, 2021 03:47 PM

Number of Pages: 21

Billable Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$102.00

***** 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: 202101034349
Receipt Number: 20210819000187
Recorded Date/Time: August 19, 2021 03:47 PM
User: Tammy P



**STATE OF TEXAS
Smith 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 Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX