

**HUBBARD HILLS
PHASE I**

DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS
(with and Power of Sale)

This Declaration of Covenants, Restrictions, and Conditions (the "Declaration") is made on the 1st day of March, 2020, by HIDE-A-WAY LAKE, INC., a Texas corporation whose mailing address is P.O. Box 1084, Tyler, Texas 75710 (the "Declarant"), and their Successors and Assigns.

WITNESSETH

WHEREAS, Declarant is the owner of HUBBARD HILLS, Phase I, a planned unit residential subdivision in Lindale, Smith County, Texas, according to the plat thereof recorded in Cabinet F, Slide 152-D, and in the 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 insure 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) *(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 Hide-A-Way Lake, Inc., a Texas corporation, 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 related, 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 "A" showing the drainage areas depicted by dash lines located within Lot numbers 6, 7, 11, 12, 13, 14, and 15.
- (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.

- (h) *Lot* means each of Lot #6 through Lot #15, as shown on the Plat, together with (i) any Lots which may, from time to time, result from the resubdivision, combination or division of any of the Lots as may be shown on a plat or plats of the Property, or any part thereof, hereafter filed for record in the Plat Records of Smith County, Texas and (ii) such additional property or Lots as may be added to the Subdivision as provided in the Declaration.
- (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 presently on file in Cabinet F, Slide 152-D, in the Plat Records of Smith County, Texas, as such plat may be further amended from time to time.
- (m) *Property* means all of the real property described on the Plat, and any additional real property as may be subsequently added to the Subdivision by Declarant in accordance with the terms of this Declaration.
- (n) *Subdivision* means the residential subdivision located in Smith County, Texas, and known as "HUBBARD HILLS, PHASE I." according to the Plat, and such additional real property as may be added thereto by Declarant as provided in this Declaration.
- (o) *Private Front Fence* means any fence or fence type structure placed along the front of the Lot along the county road section or along the Lot sides in front of the rear building line of the dwelling, more particularly described in Section 5.9.

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 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, improvement and sale of the property, 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, 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 Additional Property. Additional real property may become subject to this Declaration in the following manner:
 - (a) Declarant shall have the unilateral right to add or annex additional real property to the development scheme of the Declaration by filing of record a supplementary Declaration of Covenants, Restrictions, and Conditions with respect to such additional real property, hereinafter referred to as the "Supplementary Declaration," provided, however, that such Supplementary Declaration may contain such complementary additions and modification of the Covenants as may, in the sole determination of Declarant, its successors or assigns, be necessary or desirable to reflect the different character, if any, of the additional real property.
 - (b) Any additions made pursuant to Subsection 2.3(a), when made, shall automatically extend the jurisdiction, functions, duties, and to the additional real property added to the Subdivision.
 - (c) Declarant shall have the exclusive and unilateral right, without the joinder, approval or consent of any person(s) or entity(ies), including, but not limited to, any Owner(s).
 - (d) Notwithstanding the fact that Declarant may cease to be an Owner by virtue of its sale or conveyance of all of its interest in the Property, the Declarant, its successors and assigns, shall continue to be entitled to implement and exercise all of its rights under

and pursuant to this Section 2.3. With respect to any additional real property made subject to the Covenants by virtue of a Supplemental Declaration, Declarant shall be an Owner with respect to such additional real property, and as it may be divided or subdivided according to applicable law, and as the Property may be expanded or increased by annexation, merger of consolidation.

- 2.4 Protection of Name. No Owner, or any tenant or mortgagee of any Owner shall use the phrase "HUBBARD HILLS" or any phrases similar thereto in connection with any Lot, without the prior written consent of Developer except that Owner may use such phrase to identify the location of such Lot and Owner's contemplated development thereof. This restriction is for the benefit of and may be enforced only by Developer. Nothing contained herein shall be construed to restrict Developer's use of the phrase described in this Section and further Developer 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 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. 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 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 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 improvements on any Lot which is not related to Single Family residential purposes. There may be no more than two (2) Garage Sales conducted on any lot within any twelve (12) month period. No Garage Sale 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. Provided, nothing in the Declaration shall prohibit the Declarant from using a Dwelling as a temporary sales office of 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". No Owner shall use, improve or occupy any Lot in violation of any such Single-Family Residential Zoning.
- 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.
- 3.5 Public Streets. All streets within the subdivision are public streets on public right-of-ways, along with public utility easements. Smith County Government Officials and public utility entities shall, at all times, have the full right of ingress and egress to and from their respective easements.

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 and 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, allowing 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,

resubdivisions (where permitted), exterior additions to, changes in, construction, paving, alteration or excavation of the Common Areas or 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 or 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. Declarant shall appoint the 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.
- 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 to the Architectural Control Committee at P.O. Box 1084, Tyler, Texas 75710, or at such other address as may from time to time be designated by Declarant or, 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 resubdivision 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 in the Subdivision, 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 1,800 square feet of heated and cooled space and must be located within the setbacks described in 5.4 and comply with the drainage plan shown in Exhibit A 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. Any front-entry garage shall be no wider than two car widths. 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 consent of the Architectural Control Committee, which consent 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 30' to the front of the main structure, with the exception of Lot 11, which shall be a minimum of 20';
 2. Rear – Minimum of 40'; and
 3. Sides – Minimum of 25' on each side.

The street "side" setback on corner Lots shall be a minimum of 20'.

No structure shall be built within the drainage areas shown on Exhibit "A".

Each Lot shall preserve a natural Buffer of at least 20' from the rear of Lot and 20' each side of each Lot. The ACC shall maintain the right to waive these setback requirements at the sole discretion of the ACC as deemed necessary.

- 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 consent 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.
- 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 15' of the rear corner of the dwelling to minimize the view from the streets.
- 5.9 Fences and Private Front 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. Private Front Fences, as defined in Section 1.1 (o) hereinabove, may be constructed of wood, brick, stone, decorative iron or various combinations thereof when approved by the ACC. Fences constructed along the rear and/or side property lines behind the rear building line of the dwelling,

may be metal, wire, or chain link. No fence higher than six feet (6') will be constructed unless approved by the ACC. Other materials may be used with the 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 must be placed and maintained underground including gas, water, sewer 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 any street, County Road or dwelling shall meet the following specifications:

- (a) Shall be either masonry to match the dwelling's masonry, painted siding to match the dwelling trim, or muted natural color of R-Channel roofing or standing seam metal;
- (b) Roof shall be composition shingle, metal R-Channel, or standing seam metal to match the dwelling;
- (d) No wall plate shall exceed 10' in height, with exception to a RV Storage which may have a maximum wall plate of 18';
- (e) The total square footage under roof shall not exceed 2,000';
- (f) No more than two (2) outbuildings shall be constructed on any one lot, unless approved by the ACC;
- (g) All outbuildings shall be placed behind the rear building line of the dwelling.

5.12 Signs. No signs or billboards (including, but not limited to, commercial and similar signs shall be erected or maintained on any Lot or parcel or property within the Subdivision, 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;
- (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;
- (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 XIV, 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 "A" attached hereto. 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, the Architectural Control Committee, and the Association 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 any street, shall be of masonry construction, or framed with siding material approved by the ACC.
- 5.17 Driveways. As to any Lot, all driveways shall be Constructed entirely of concrete, asphalt, or other material approved by the Architectural Control Committee and shall be paved before any Dwelling may be occupied. All culverts shall be constructed of high-density polyethylene (HDPE); double wall, smooth bore; 20' in length with HDPE or concrete sloped end caps; and shall be properly placed within the flow-line of the drainage ditch and properly backfilled and graded.
- 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, 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 the street 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 for the perpetuation of the lawn, landscaping, and other vegetation associated with the Lot.
- 5.20 Drainage. No (i) 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, shall occur within any drainage areas shown on the Drainage Plan attached hereto as Exhibit A. A permanent drainage easement shall exist and is hereby reserved within all drainage areas on any Lot as shown on Exhibit A and shall inure 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 County Road 436 Right of Way or toward the drainage areas shown on Exhibit A. 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.

ARTICLE VI – GENERAL RESTRICTIONS

- 6.1 On-Street Parking. On-street parking on the Subdivision Streets shall comply with all city and county rules and regulations, and shall be and is hereby restricted to only reasonable and normal deliveries, pick-ups, or short-time guests and invitees, and only then if there is no other available space on driveway and all parking on the Streets shall be subject to such reasonable rules and regulations as shall be adopted from time to time by the Architectural Control Committee or the Declarant. 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 the Streets (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 Off Street 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 in the Subdivision 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 the street or another lot. No truck in excess of 1-ton shall be parked on any lot at anytime other than for moving, delivery or short-term construction purposes. No inoperable, antique, seldom used or racing vehicle may be kept within view of the street or another lot. Motor vehicles may not be repaired or constructed within view of the street or another lot.
- 6.3 Overnight Parking. No vehicle shall be parked on the Lot except on the paved 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. Notwithstanding anything to the contrary contained in this

Declaration, in no event shall any Owner be allowed to park any vehicle on any street in the Subdivision overnight.

- 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, and streets, 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. No animals, reptiles, fish or birds of any kind shall be raised, bred or kept on any Lot except pursuant to prior written approval of and in accordance with rules and regulations promulgated by the ACC, provided, however, that dogs, cats, birds, or fish may be kept thereon as household pets so long as, in the sole discretion of the ACC, such pet is not, or does 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 adult dogs or 3 adult cats (for the purposes of this Section, adult shall mean an age in excess of 6 months), may be kept on any one Lot at any time.
- 6.7 Burning and Incinerators. No open fires shall be permitted on any Lot at any time, and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.
- 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 or noxious insects.
- 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 at the street 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 and no part of the Common Areas 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. Architectural Control Committee shall have the right to place rules, regulations, and restrictions on renting dwellings. The Architectural Control Committee shall, in its sole discretion, determine which rules, regulations, and restrictions may vary from situation to situation. 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 Declarant.

- 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 of the street. 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 5.12 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 Window Treatments. All window treatment visible from the street or another lot must be standard blinds, shades, curtains or draperies. The use of any product material, or color scheme, not consistent with the commonly used treatment and color within the neighborhood must be approved by the ACC prior to installation. Tin foil, highly reflective window tinting, nor film shall not be permitted.
- 6.21 No Solar or Wind Equipment. No solar heating or energy generation systems or equipment (i.e. wind generators) may be affixed or placed on any roof of any building or improvement, or within view of the street or 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 including, but not limited to, enforcement of the provisions contained herein. 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 VIX – RESERVATIONS OF DECLARANT

- 9.1 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 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 9.1(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 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 9.1(c) 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 X – TERMS, AMENDMENTS, TERMINATIONS

- 10.1 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 twenty-five (25) years. From and after the 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 (90%) 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 effective period hereof or any ten (10) year extension.
- 10.2 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 10.3.
- 10.3 Election Procedures. The affirmative votes required under Sections 10.1 and 10.2 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.
- 10.4 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 10.1 or 10.2 (as the case may be) and 10.3 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.
- 10.5 Effect. Upon the filing of an amendment or change in accordance with Section 13.4, this Declaration and the Covenants, as amended, shall remain in full force and effect.

- 10.6 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 any federal, state, or local agency which requires such an amendment as a condition precedent to such agency's approval of this Declaration, or any federally-chartered lending institution as a condition precedent to lending funds upon the security of the Property or any portion thereon. Any such amendment shall be effected 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 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 10.2 and 10.6, and as otherwise expressly provided in this Declaration.

ARTICLE XI – RESERVATION OF RIGHT TO RESUBDIVIDE

- 11.1 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 Association, or any other party.

ARTICLE XII – MISCELLANEOUS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to each such person or entity at the

address given by such person or entity to the party sending the notice or to the address of the Dwelling or the office by such or entity if no address has been given. Such address may be changed from time to time by notice in writing.

- 12.10 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.
- 12.11 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 in the Subdivision, to grant reasonable and specifically limited exemptions from the Covenants 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.
- 12.12 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.
- 12.13 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.
- 12.14 Chapter 202 of the Code. This Declaration is a "dedicatory instrument," as defined in the Act and in Chapter 202 of the Code.

In witness whereof, the undersigned has signed this Declaration on date first set forth above.

HIDE-A-WAY LAKE, INC., a Texas corporation

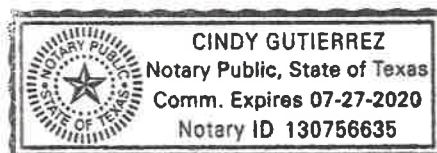
By: 
John R. Garrett, President

Attest:
By: 
Cassie Hollenshead, Secretary

ACKNOWLEDGEMENT

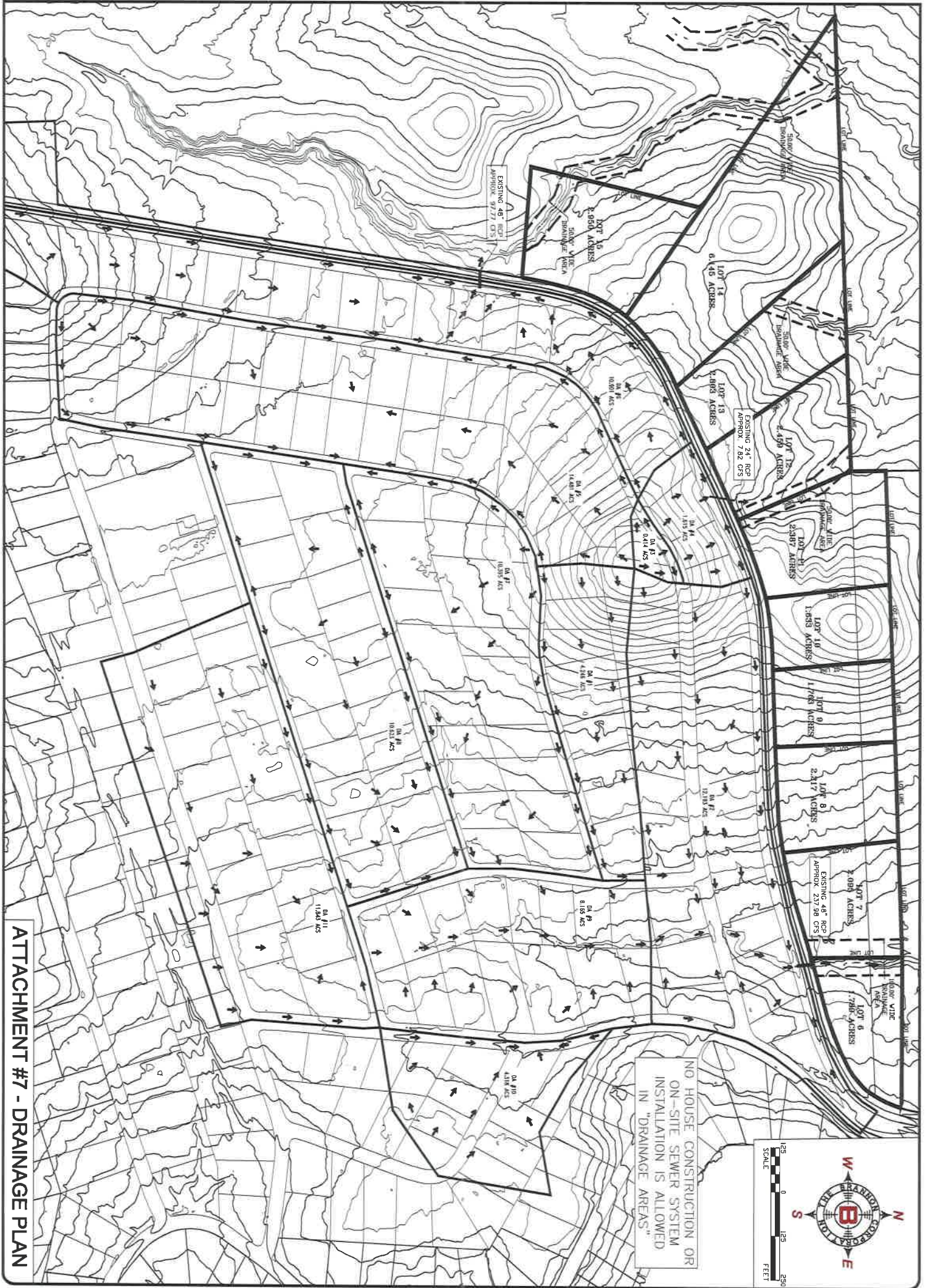
This instrument was acknowledged before me on MARCH 6, 2020, by John R. Garrett, President of Hide-A-Way Lake, Inc., a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas



AFTER RECORDING, RETURN TO:
HIDE-A-WAY LAKE, INC.
PO BOX 1084
TYLER, TX 75710

EXHIBIT "A" DRAINAGE PLAN



ATTACHMENT #7 - DRAINAGE PLAN

2011-Drainage Plan

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PROJECT NO. 20011
SHEET NO. 7.1

DESIGNED FOR:
REVIEW

REVISIONS	
NO.	DATE

ATTACHMENT #7 - DRAINAGE PLAN
FOR
HUBBARD HILLS UNIT 1
FAIR MANAGEMENT
SMITH COUNTY, TEXAS

1831 SOUTH BROADWAY
TYLER, TX 75701
(936) 885-2121

THE S.T. BRANNON CORPORATION
TX FIRM REGISTRATION #0648
WWW.BRANNONCORP.COM

DESIGNED BY: 1088
DATE: FEBRUARY 2010

Smith County



DO NOT REMOVE
THIS PAGE IS PART OF THE INSTRUMENT

Filed for Record in
Smith County, Texas
3/17/2020 1:19:50 PM
Fee: \$74.00
20200100005444

RESTRICTION
Deputy -Adrius Key

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


Karen Phillips
County Clerk

