

FIRST AMENDED RESTATEMENT OF THE DECLARATION OF COVENANTS,  
CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND  
EASEMENTS  
FOR

COPELAND WOODS UNITS 1, 3, 4, AND 6

A PART OF THE MARSHALL UNIVERSITY  
SURVEY, A-636, SMITH COUNTY, TEXAS

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EASEMENTS  
FOR

COPELAND WOODS UNITS 1, 3, 4, AND 6

This First Restatement of the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (hereinafter called the "Declaration") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Copeland Woods Unit 1 Homeowners Association, Inc., a Texas Non-Profit Corporation, as successors of Saleh Development, Ltd., a Texas Limited Partnership, (hereinafter "Declarant").

WITNESSETH

WHEREAS, Declarant has designated certain tracts or parcels of land as Copeland Woods Units 1, 3, 4, and 6 as such plats may be platted, replatted or amended from time to time, and;

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of such lands as residential development of high quality which interfaces with the natural beauty of the East Texas Landscape, Declarant desires to subject the property described as Copeland Woods Units 1, 3, 4, and 6 to the Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, hereinafter set forth (herein collectively called the "Covenants").

NOW, THEREFORE, Declarant hereby declares that the property shall be held, sold, and conveyed subject to the following:

ARTICLE I  
DEFINITIONS

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

1.1. "Assessment" shall mean the charge levied and assessed from time to time by the Declarant against each lot.

1.2. "Architectural Review Committee" shall mean the Declarant, or, if and when applicable, a committee, corporation or association appointed or established by Declarant for the purpose of exercising architectural control, all as set forth in the reservation of architectural control.

1.3. "Assessable Property" shall mean each of the lots, except such lots as may from time to time constitute exempt property.

1.4. "Assessment Lien" shall mean the lien created and imposed by Article VI hereof.

1.5. "Covenant" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

1.6. "Declarant" shall mean Copeland Woods Unit 1 Homeowners Association, Inc., a Texas Non-Profit Corporation, as successor of Saleh Development, Ltd., a Texas Limited Partnership, and any successors and/or assigns of Declarant's obligations, rights and powers hereunder, but with respect to any such successors or assigns (i) such successors or assigns shall not be deemed to be a "Declarant" unless such successors or assigns are designated as such pursuant to a written instrument signed by Declarant (which written instrument shall be filed of record in the Real Property Records of Smith County, Texas, designating that part of the property to which it relates) and (ii) such successors or assigns shall only have those rights and powers of Declarant which are specifically assigned to such successors or assigns pursuant to such written instrument.

1.7. "Declarant Land" shall mean such part or parts of the property, including but not limited to the easements, reserved areas, and lots owned by Declarant, together with the buildings, structures and improvements thereon, if any, as may be owned now or at any time hereafter by the Declarant, for so long as the Declarant is the owner thereof.

1.8. "Declaration" shall mean this First Restatement of the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements as may be amended or supplemented from time to time.

1.9. "Deed" shall mean a deed or other instrument conveying a freehold estate or a fee estate to all or any portion of the property.

1.10. "Dwelling Unit" shall mean any portion of a building situated on a lot designed and intended for use and occupancy as a residence by a single family.

1.11. "Exempt Property" shall mean the following parts of the property: (i) all land and permanent improvements owned by or dedicated to and accepted by the United States, the State of Texas, the County of Smith, the City of Tyler, or any other political subdivision thereof, (ii) easements shown on subdivision plats, (iii) pipeline easements, and (iv) all of Declarant's land as described in Article I, Section 1.7 above.

1.12. "Lot" or "Lots" shall mean any lots designated on Plats of Copeland Woods Units 1, 3, 4, and 6 together with any lots, which may, from time to time, result from a re-subdivision, addition, combination or division of lots, as may be shown upon other plats designated as Copeland Woods Units 1, 3, 4, and 6 now or hereafter filed for record in



the Plat Records of Smith County, Texas.

1.13. "Maintenance Charge" shall mean any and all costs assessed pursuant to Article IV, Section 4.1 hereof.

1.14. "Owner" shall mean the person or persons, entity or entities who either own a recorded freehold estate or a fee estate to a lot, or a successor or assignee thereof, or has entered into a Contract for Deed with Declarant, conveying a lot or any other portion or parcel of the property; the term "Owner" shall exclude any person or persons, entity or entities, having an interest in a lot or any such parcel merely as a security for the performance of an obligation. For the purposes hereof, the term "Contract for Deed" shall be a contract executed by Declarant with another person, containing as its title or as part of its title the term "Contract for Deed" pursuant to which such person is acquiring a lot or any such parcel on an installment basis whereby Declarant does not transfer the freehold estate or fee estate to the lot until such person has satisfied all of the terms and conditions of such contract.

1.15. "Permanent Improvements" shall mean with respect to any lot or portion or parcel of the property, any and all improvements, structures, and other materials and things, including, but without limitation, trees, shrubs, flowers, hedges and fences.

1.16. "Plat" shall mean the subdivision plat of any portion of the property presently filed in the Plat Records of Smith County, Texas, designated as a Plat of Copeland Woods Units 1, 3, 4, and 6 and any other plat or plats, now or hereafter filed for record in the Plat Records of Smith County, Texas designated as Plats of Copeland Woods Units 1, 3, 4, and 6. The streets shown on plats, unless otherwise stated on the plats, have been dedicated to the public.

1.17. "Property" shall mean the property described in any plat designated as Plats of Copeland Woods Units 1, 3, 4, and 6 and filed for record in the Plat Records of Smith County, Texas.

1.18. "Reserved Areas" shall mean those areas, if any, of the property (including without limitation, all easements, including, but not limited to landscaping easements) which are designated on the plats or reserved herein, the ownership of which are reserved to Declarant and its successors and assigns.

1.19. "Subdivision Plat" shall mean the plats describing the residential subdivisions located in Smith County, Texas, and designated as plats of Copeland Woods Units 1, 3, 4, and 6 recorded in the Plat Records of Smith County, Texas.

1.20. "Association" shall refer to a homeowners association which may, at Declarant's election, be established for the purpose of assigning any or all of Declarant's obligations, rights and powers under this Declaration.

1.21. "Design Guideline" shall refer to a certain document prepared by the Architectural Review Committee establishing the method of submission of matters for approval to the Architectural Review Committee and guidelines for design, location, materials and other relevant matters. The Architectural Review Committee shall have the authority to add, delete or change such Design Guideline from time to time at its discretion.

## ARTICLE II COVENANTS BINDING ON PROPERTY AND OWNERS

2.1. Property Bound. From and after the date of recordation of this Declaration, the property shall be subject to the Covenants, and the Covenants shall run with and be for the benefit of, and bind and burden the property.

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 each Owner and his heirs, executors, administrators, personal representatives, successors and assigns, whether or not so provided or mentioned in the deed, except with respect to the exempt property, and each owner, for himself, his heirs, executors, administrators, personal representatives, successors and assigns expressly agrees to pay and become personally liable for the assessments provided for hereunder and to be bound by all of the covenants herein set forth. Except with respect to exempt property, each owner shall be and remain personally liable (regardless of whether he has transferred title to his lots) for the amount of assessments, together with interest, costs and attorneys' fees as provided herein which shall fall due while he was an owner. No owner shall escape personal liability for the assessments herein provided by nonuse of the reserved areas, or by transfer or abandonment of a lot.

## ARTICLE III GENERAL RESTRICTIONS

3.1. Single Family Residential Purposes. All lots in the property shall be used only for single family residential purposes. No obnoxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot, which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used for any commercial, business or professional purposes. The renting or leasing of any improvements thereon or a portion thereof without the prior written consent of the Declarant is prohibited.

3.2. Renting or Leasing of Improvements. No rule shall completely prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit, provided the Association or the Board may require a minimum lease term of up to at least (12) months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the costs to the Association to



administer that lease or transfer. The Declarant shall also have the right and authority to charge a monthly fee in addition to the prorated assessment as referenced in Section 5.1 below.

3.3. Conditions of Lease. Whether or not it is so stated in a lease, every lease is subject to the governing documents. An owner is responsible for providing the tenant(s) with copies of the Documents and notify such tenant(s) of changes thereto. Failure by the tenant(s) or their invitees to comply with the Documents, federal and/or state law, or local ordinances is deemed to be a default under the lease. When the Association notifies an Owner of said tenant(s)' violation, the Owner shall promptly obtain his tenant(s)' compliance or exercise the Owner's rights as a landlord for the breach of lease. If the tenant(s)' violations continue or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain the tenant(s)' compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant. The Owner of a leased Dwelling is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the tenant(s). The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the documents against the tenant(s). An Owner that enters into a lease agreement with a tenant shall provide the Association a copy of said lease, in the manner specified by the Rules and Regulations.

3.4. Type of Structures. No building shall be erected, altered or permitted to remain on any lot other than one (1) detached single family residential dwelling not to exceed two and one-half (2 ½) stories in height. Each such dwelling unit shall have a private garage which shall not be detached from the main residential structure and shall be fully enclosed and covered. There shall be no entrances to the garage from the front of the dwelling, but all garage entrances shall be side entrances or rear entrances, except where front entrances are approved by the Architectural Review Committee.

3.5. Minimum Square Footage. The living area of residences in Units 1, 3, and 4 (exclusive of porches, patios, garage, terraces or driveways) shall be not less than 2,000 square feet. The living area of residences in Unit 6 shall be not less than 3,000 square feet.

3.6. Setbacks. As to any lot, except with respect to walls, fences, planters, hedges or other screening material, no permanent improvement, or any part thereof, including roof overhang, shall be nearer than twelve (12) feet to any side street, nor may any permanent improvement or any part thereof, including roof overhang, be nearer than seven and one-half (7 ½) feet to any adjacent lot line. No dwelling unit shall be located nearer than twenty-five (25) feet to the rear property line and no permanent improvement may be located on any lot nearer to the front line than twenty-five (25) feet. In the event setback lines established on the plat are more restrictive than the foregoing, such setback lines established on the plat shall control.

3.7. Walls, Fences, Hedges and Other Screening Material. No wall, fence, planter, hedge or other screening material shall be placed on the property without the approval of the Architectural Review Committee.

3.8. Driveways. As to any lot, all driveways shall be entirely of concrete (except however, some other material may be used with the prior written consent of the Architectural Review Committee) and shall be paved before any dwelling unit may be occupied. No driveway or other roadway may be constructed on any lot in such a manner as to furnish access to any adjoining lots or other property without the prior written consent of the Architectural Review Committee. Driveways shall not have entrances or exits off of or on to Copeland Road.

3.9. Walks. Walks shall be constructed that are parallel to the curb lines at such locations, and under such specifications as set forth in the Design Guideline prescribed by the Architectural Review Committee. Walks from the street curb to the dwelling unit shall be constructed at such locations and under such specifications as set forth in the Design Guideline prescribed by the Architectural Review Committee. All walks on lots or on easements contiguous to lots shall be maintained by Owner.

3.10. Construction Materials. All materials used in the construction of the exterior of any dwelling unit or other structure shall be as prescribed in the Design Guideline and must be approved by the Architectural Review Committee. All solar collectors and panels to be incorporated into the design of any dwelling unit must receive specific approval from the Architectural Review Committee prior to the commencement of construction. Only new construction materials shall be used (except for used brick, if and as approved by the Architectural Review Committee on a case by case basis). No concrete blocks shall be used in construction unless the blocks are covered up by the final exterior finish material. All dwelling units shall be built on a slab, solid concrete beam foundation or a pier and beam foundation approved by the Architectural Review Committee. In no event shall any used building be moved onto any lot.

3.11. Prosecution of Construction. With reasonable diligence, and in all events within nine (9) months from the commencement of construction, unless completion is prevented by war, labor strike, or by any act of God, any dwelling unit or other structure commenced upon any lot shall be completed as to its exterior and all temporary structures shall be removed.

3.12. 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 unit.

3.13. Utilities. Each and every dwelling unit shall be required to be connected to the water distribution system and sanitary sewer collection system furnished to the subdivision as soon as such utilities are available to the lot upon which the dwelling unit is located.

Individual underground electrical service drops must be installed in each dwelling unit. 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 the applicable utility company rules, regulations and terms and conditions of service, as same may be amended from time to time without notice.

3.14. Drying. The drying of clothes or other material shall not be permitted outside the dwelling unit.

3.15. Wiring of Dwelling Unit. The electrical wiring of each dwelling unit, at the time of the construction thereof, shall include full compliance with certain wiring instructions to be furnished by the Architectural Review Committee to the Owner, which instructions shall include the wiring of the dwelling unit in such a manner so as to condition it for the installation of an electrical security system. Declarant makes no representation regarding the installation of any electrical security system within a subdivision, it being the Declarant's intent that each dwelling be pre-wired for such a system in the event such an electrical security system is installed within the subdivision.

3.16. Cutting of Trees. Trees shall not be cut down or trimmed higher than six (6) feet from the surface on the west fifty (50) feet of any lot, the west boundary line of which is contiguous with the east boundary line of Copeland Road without the written permission of the Architectural Review Committee. Trees shall not be cut down or trimmed higher than six (6) feet from the surface on the south fifty (50) feet of any lot, the south boundary line of which is contiguous with the north boundary line of Rieck Road without the written permission of the Architectural Review Committee. Trees shall not be cut down or trimmed higher than six (6) feet from the surface on the east fifty (50) feet of any lot, the east boundary line of which is contiguous with the west boundary line of Gardenwood Drive without the written permission of the Architectural Review Committee.

#### ARTICLE IV MAINTENANCE

4.1. Owner's Failure to Maintain. In the event any portion of the property (other than Declarant land) or any dwelling unit thereon, is in the 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 owned by Declarant, or its successors or assigns, not presently included in the property, but which is substantially affected thereby or related thereto, or (iii) in such a manner as to constitute a breach of the covenants, the Declarant, in any of such circumstances, may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner, that unless corrective action is taken within ten (10) days, the Declarant will cause such action to be taken at such Owner's cost. If after the expiration of said ten

(10) day period of time the requisite corrective action has not been taken, the Declarant shall be authorized and empowered to cause such action to be taken and the cost thereof, including but not limited to the cost of collection, court costs and attorneys' fees (which costs being herein collectively called the "Maintenance Charge"), together with the interest accruing thereon from the expiration of such ten (10) day period, at the rate of ten percent (10%) per annum shall be assessed against the lot and the dwelling unit of the offending owner. The maintenance charge, together with all interest accruing thereon, shall be enforced as provided in Article VII herein and other provisions hereof. Written notice of such assessment shall be delivered to the offending Owner which notice shall specify the amount of such maintenance charge and shall demand payment thereof within thirty (30) days after the date of said notice.

4.2. Actions of Declarant. Declarant, at Declarant's discretion, may beautify, improve, construct, maintain and install permanent improvements in, upon and under the reserved areas, and in addition thereto, the Declarant may perform such other construction, alteration, maintenance, provisions and operations as provided in Article VIII hereof.

## ARTICLE V ASSESSMENTS

5.1. Assessments. In order to provide funds for the purposes and uses specified in Article IV, Section 4.2 hereof, the Declarant shall have the right to levy assessments against the assessable property to be prorated among said assessable property on a per lot basis. The Declarant shall also have the right and authority to increase or decrease said assessment as the Declarant may deem necessary from time to time and payable at such times and places as the Declarant may in its sole discretion determine. The Declarant shall also have the right and authority to charge a monthly fee of the greater of twenty-five dollars (\$25.00) or one-twelfth (1/12) of the prorated rate for any Unit that has a rental agreement in addition to the prorated assessment.

## ARTICLE VI IMPOSITION OF LIEN; EXEMPTIONS; OWNER'S AGREEMENT

6.1. Imposition of Assessment Lien and Priority of the Lien. Except with respect to exempt property, each lot shall be charged with and subject to a continuing servitude and lien from the date of recordation of this Declaration for the amount of the assessments levied and assessed against each such lot for the purposes set forth in Article V hereof, for any interest accrued on any assessments and for any and all costs, including court costs and attorney's fees incurred by Declarant in collecting same. Except as otherwise provided herein, the lien (herein called the "Assessment Lien") against each lot will be superior to any and all other charges, liens, or encumbrances, which hereafter in any manner may arise or be imposed on each such lot, except that such assessment lien shall be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior.



6.2. Owner's Promises. Each Owner owning a portion of the assessable property, for himself, his heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees: (i) that he will pay to the Declarant when due the assessments levied and assessed by the Declaration against his lot; (ii) that he acquires his lot subject to the assessment and the assessment lien, as same may exist from time to time; and (iii) that by accepting a deed to his lot, he shall be and shall remain, personally liable for any and all assessments assessed against his lot while he is (or was) the owner thereof, regardless of whether such covenants or agreements are expressed in such deed and regardless of whether he signed the deed.

## ARTICLE VII ENFORCEMENT OF PAYMENT OF ASSESSMENT CHARGES AND ASSESSMENT LIEN

7.1. Declarant as Enforcing Body. The Declarant shall have the exclusive right to enforce the provisions of this Declaration.

7.2. Declarant's Enforcement Remedies. If the Owner of any lot constituting a portion of the assessable property fails to pay any of the assessments or maintenance charge when due, or pay any interest accrued, and any and all costs (including Court costs and attorneys' fees) incurred by the Declarant in collecting same, the Declarant may enforce the payment of the assessments or maintenance charge, and all interest accrued thereon and costs incurred by the Declarant in collecting same, and/or enforcing the assessment lien by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies hereinafter set forth, the Declarant does not prejudice his exercise of any other remedy) (i) bring an action at law and recover judgment against the Owner personally obligated to pay the assessments; and/or (ii) enforce the assessment lien against the lot by any means available at law or in equity including, without limitation, an expedited foreclosure proceeding as formulated by the Texas Supreme Court. If a judgment is obtained by the Declarant, enforcement shall include proceeding with foreclosure and sale of the property, with, such sale to be conducted in the manner set forth in Section 51.001 et seq. of V.T.C.A. Property Code of the State of Texas as the same may be amended or supplemented from time to time. The Declarant or any other owner may be the Purchaser at any such foreclosure sale.

7.3. Subordination to the First Mortgage or Deed of Trust. The assessment lien provided for herein shall be subordinate to any first mortgage lien held by, or deed of trust of which the beneficiary is an institutional lender which is chartered or licensed by the United States or any State within the United States. The sale or transfer of any lot shall not affect the assessment lien, provided, however, that if the sale or transfer is pursuant to foreclosure of such mortgage or deed of trust, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any Grantee taking by deed in lieu of foreclosure, shall take the lot free of the assessment liens that have



accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; but upon the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure, the assessment lien shall become and remain superior to any and all other charges, liens and encumbrances (except liens for taxes or other public charges, which by applicable law are expressly made superior and except to the extent stated herein with respect to any subsequent first lien financing) and at such mortgage and deed of trust foreclosure sale, purchaser or Grantee shall (i) take subject to all assessments and other assessment liens therefore accruing subsequent to the date of the issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure; and (ii) be and remain personally liable for all assessments, together with interest, costs and attorney's fees as provided herein which may fall due while he is an Owner.

7.4. Costs to be Borne by Owner in Connection With Enforcement. In an action taken pursuant to this Article, the Owner shall be personally liable for, and the assessment lien shall be deemed to secure the amount of the assessment together with interest and the Declarant's costs and attorney's fees.

## ARTICLE VIII USE OF FUNDS

8.1. Purposes for Which Funds May be Used. The Declarant shall apply all funds collected and received by him through his imposition of assessments for the benefit of the property (including the reserved areas), the Owners and residents of the subdivision by devoting said funds among other things to the purposes set forth in Article IV, Section 4.2 hereof, and for the formation and maintenance of the construction, alteration, maintenance, provision and operation by any manner or method whatsoever, of any and all land, amenities, properties, improvements, facilities, services, projects, programs, studies, landscaping, recreation, utilities and safety. The Declarant may also establish such reserves as the Declarant may deem necessary to provide for future expenditures which may be needed to be made pursuant to this section. The Declarant may also expend his funds for any purposes for which any municipality may expend its funds under the law of the State of Texas or such municipality's charter, including by way of illustration, all purposes (enumerated or implied) for which the City of Tyler, Texas, may expend its funds pursuant to the charter of the City of Tyler.

## ARTICLE IX RIGHTS AND POWERS

9.1. Enforcement. The Declarant shall have the right to enforce the Covenants set forth in this Declaration and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument affecting all or any part or parts of the property. Any instrument recorded subsequent to the recordation of this Declaration shall at all times be subordinate and inferior to this Declaration whether or not provided in such instrument.

9.2. Right to Inspect. The Declarant shall have the right to enter all lots for the purposes of inspecting whether or not the Owner thereof is in compliance with the covenant. If during the course of construction of a dwelling unit upon a lot, Declarant determines that there is a violation of the Covenant, the Declarant may order a discontinuance of construction of the dwelling unit until such time as corrective measures have been taken to assure full compliance with the covenant. If an Owner fails to immediately discontinue such construction of the dwelling unit, such failure shall constitute a violation of this Declaration by the Owner.

**ARTICLE X  
EASEMENTS AND RIGHTS OF ENJOINMENT IN  
RESERVED AREAS, RESERVATIONS OF DECLARANT**

10.1. Reservations of Declarant. The following reservations are hereby made by Declarant:

10.1.1 Utility Easements. The utility easements shown on the plats are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Smith County, Texas, as well as for the 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, sanitary sewers, storm sewers and any other utility or service which Declarant may find necessary or proper.

10.1.2. Utility Easement Dimensions. 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 the foregoing section for the purposes of more efficiently installing utilities therein and thereon.

10.1.3. Other Appurtenances. The title conveyed to any part of the property shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, pipes, conduits, cable television lines or other appurtenance or utilities constructed by Declarant or public utilities companies upon, under, along, across or through such utility easements; and the right (but no obligation) to construct, maintain, repair and locate such systems, utilities, appurtenances and facilities is reserved to Declarant, his successors and assigns.

10.1.4. Sell or Lease of Appurtenance. The right to sell or lease the lines, utilities, appurtenances and other facilities described in this Article to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to Declarant.

10.1.5. Liability. Neither Declarant nor his successors or assigns shall be liable for any damage done by any of the parties or any of their agents or employees to shrubbery, trees, flowers or other property of an Owner situated on the lots covered by the above described utility easements.

10.1.6. Right to Enter. The right to enter upon any lot or lots during the installation of streets for the purpose of performing street excavation, construction and paving is hereby reserved to Declarant, his successors and assigns, and neither Declarant, nor his successors or assigns shall be liable for any damage done by any such party or parties or any of their agents or employees to shrubbery, trees, flowers or other property of the Owners which is necessitated by such street construction.

10.1.7. Additional Lots. Declarant reserves the right to combine, subdivide, and add additional lots to Copeland Woods Units 1, 3, 4, and 6 by filing additional plats designated as Plats of Copeland Woods Units 1, 3, 4, and 6.

## ARTICLE XI FURTHER CONVEYANCES OF AND MODIFICATIONS TO DECLARANT LAND

11.1. Declarant's Land Rights. The Declarant shall have the, exclusive and unrestricted right, exercisable in its sole discretion, without the consent from any other, to (i) sale, transfer, convey, lease, dedicate, encumber or in any manner alienate to any public or private entity the Declarant land or any part thereof and any rights of Declarant under this Declaration, or otherwise deal with the Declarant land or any part thereof, including the reserved areas, upon such terms and in such manner as Declarant in its sole discretion may determine, or (ii) modify the nature, scope, location, configuration, construction, design or other characteristics of the Declarant land or easements reserved herein.

## ARTICLE XII ARCHITECTURAL CONTROL

12.1. Prior Approval. No building, fence, wall, sign, exterior light or other structural apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon any lot, nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision or re-subdivision thereof, including, without limitation, changes in the alteration of grade, landscaping, roadways and walkways be made until the plans and specifications showing the nature, kind, shape, height, materials, color, location and other material attributes of the same shall have been submitted to and approved by Declarant or by an Architectural Review Committee composed of three (3) or more representatives appointed by Declarant. Such plans and specifications shall satisfy the format prescribed by the Declarant or the Architectural Review Committee and a fee shall be charged for such review. In the event Declarant or his designated committee fails to approve or disapprove the plans and specifications within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be

deemed to have been fully satisfied. Non-exercise of the powers herein reserved by Declarant 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 different plans and specifications. In the absence of gross negligence or willful misconduct attributable to the Declarant, or an Architectural Review Committee appointed by Declarant, neither Declarant nor the Architectural Review Committee shall be liable for the improper enforcement or failure to exercise any of the powers reserved unto Declarant pursuant to this Article. In no event shall any approval obtained from Declarant or the Architectural Review Committee pursuant to the terms of this Article be deemed to be a representation of any nature regarding the structural safety or engineering soundness of the structure or other items 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.

### ARTICLE XIII USE RESTRICTIONS

13.1. Use Restrictions Applicability. Except with respect to exempt property, including the Declarant land, all lots are hereby restricted as follows:

13.1.1. Antennas. No exterior television, radio or other antennae of any type shall be placed, allowed or maintained upon any lot without the prior written approval and authorization of the Declarant.

13.1.2. On Street Parking. On street parking is restricted to approved delivery, pick up or short time guests and invitees and shall be subject to such reasonable rules and regulations as may be adopted by the Declarant.

13.1.3. Storage. No exterior storage of any items of any kind shall be permitted, except with prior written approval and authorization of the Declarant. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals by the Architectural Review Committee) from view from neighboring properties, dwelling units and streets. This provision shall apply without limitation to wood piles, camping trailers, boat trailers, travel trailers, boats, mobile homes and unmounted pickup camper units. Also, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any lot which could be construed as being stored, neglected, abandoned or otherwise not in frequent use except pursuant to written approval and authorization of the Declarant.

13.1.4. Garbage. No garbage or trash shall be placed at the exterior of any building, except in containers meeting the specifications of the Declarant and the



placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Declarant. All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon.

13.1.5. Outside Lighting. No outside lighting other than direct lighting shall be placed, allowed or maintained on any lot without the prior written approval and authorization of the Declarant.

13.1.6. 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 Declarant, provided, however, that dogs, cats, birds or fish, may be kept thereon as household pets so long as (in the discretion of the Declarant) such pet is not or does not become a nuisance, threat or otherwise objectionable to other owners.

13.1.7. Re-subdivision. No lot shall be further subdivided, and no portion less than all of such lot or any easement or other interest therein shall be conveyed by any owner without the prior written authorization of the Declarant.

13.1.8. Diseases and Insects. No Owner shall permit anything or condition to exist upon any lot which shall induce, breed or harbor plant disease or noxious insects.

13.1.9. Machinery, Fixtures and Equipment. No machinery, fixtures or equipment of any type, including without limitation, air conditioning or refrigeration equipment and clothes lines, shall be placed, allowed or maintained upon the ground on any lot except with prior written approval and authorization of the Declarant in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, dwelling units and streets.

13.1.10. Utility and Service Lines. No gas, electric, power, telephone, water, sewer, cable television or other utility or surface lines of any nature or kind, shall be placed, allowed or maintained upon or above the ground 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 surface pedestals and other ground switch cabinets and transformers where required.

13.1.11. Burning and Incinerators. No open fire 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.



13.1.12. Signs and Mailboxes. No exterior signs or advertisements of any kind shall be placed, allowed or maintained on any lot without prior approval and authorization of the Declarant, except that residential name plates, "For Sale" signs, and signs designating the contractor of the dwelling unit upon such lot may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size as may be adopted by the Declarant. All mailboxes shall satisfy such specifications and location as may be prescribed by the design guideline as established by the Architectural Review Committee. Notwithstanding the forgoing, signs advertising political candidates or ballot items for an election are permitted subject to the following restriction:

1. Signs may not be displayed earlier than the 90<sup>th</sup> day before the date of the election on which the political candidate or item will appear on the ballot.
2. Signs must be removed from display no later than the 10<sup>th</sup> day after the date of the election on which the political candidate or item appeared on the ballot.
3. Residents are limited to displaying one sign for each candidate or election item.
4. Signs may only be displayed on the unit owner's property or on the limited common elements that have been allocated and assigned for the exclusive use of that Unit.
5. All signs must be ground-mounted.
6. Signs may not:
  - i. Contain roofing materials, siding, paving materials, flora, balloons, or lights, any similar building, landscaping or nonstandard decorative component;
  - ii. Be attached to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
  - iii. Be painted on architectural surfaces;
  - iv. Contain language, graphics, or display that would be offensive to the ordinary person, with the Board of Directors having the authority to determine what is deemed offensive;
  - v. Be accompanied by music, other sounds, or streamers, or be otherwise distracting to motorists, with the Board of Directors having the authority to determine what is deemed distracting;
  - vi. Threaten the public health and safety; or
  - vii. Violate any federal, state, county, municipal, or other governing law.

The Board may remove a sign advertising a political candidate or ballot item that is displayed in violation of these provisions.

13.1.13. Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles shall be made upon any portion of any lot within the view of neighboring property, dwelling units and streets,

without the prior written approval and authorization of the Declarant.

13.1.14. Oil, Gas and Mineral Activity. No oil or gas exploration, drilling, development or refining operations, and no quarrying or mining operation of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted or pursued by any Owner upon or under any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

13.1.15. Septic Tanks and Sewage Disposal. No septic tank or other means of sewage disposal may be installed unless previously approved in writing by all governmental authorities having jurisdiction with respect thereto and by the Declarant. No outside toilets of any kind are permitted except during the period of construction of a dwelling unit during which time chemically treated outside toilets may be maintained in a manner subject to Declarant's approval; and no installation of any type of device for disposal of sewage will be allowed which would result in raw or unsanitary sewage being carried into any body of water or water sources.

13.1.16. Water Wells. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

13.1.17. Fire Arms 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, or any bow and arrow, or any other device capable of killing or injuring.

13.1.18. Motor Vehicles. The operation of any and all motorized vehicles within the property shall be subject to such rules and regulations as shall from time to time be established by the Declarant.

13.1.19. Change in Intended Use. No portion of the property shall be developed or redeveloped otherwise than in accordance with its original intended use, without the prior written authorization of the Declarant.

13.1.20. Misuse and Mismanagement. No lot shall be maintained or utilized in such manner as to present an unsightly appearance (including but not limited to clothes drying within public view) or constitute a nuisance or unreasonable annoyance or to endanger the health of other owners or residents of the property; and no obnoxious or otherwise offensive condition or activity shall be allowed to exist or be conducted thereon.

13.1.21. 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, the City of Tyler or any other governmental agency or subdivision having jurisdiction over the property.

13.1.22. Violation of Covenants, Conditions or Restrictions. No lot shall be maintained or utilized in violation of this Declaration or of the rules and regulations of the Declarant, or of any Covenants, Conditions or Restrictions applicable to and binding upon said lots.

#### ARTICLE XIV TERM; AMENDMENTS; TERMINATIONS

14.1. Term Method of Termination. This Declaration shall be effective upon the date of the recordation hereof and as amended from time to time and shall continue in full force and effect to and including December 31, 2024. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods often (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting seventy-five (75%) percent of the total votes (each Owner having one vote per lot owned), present at a meeting held for such purpose within six (6) months prior to the expiration of the initial effective period thereof or any ten (10) year extension.

14.2. Amendments. This Declaration may be amended or changed in whole or in part at any time by (i) the affirmative vote of fifty-one (51%) of the total votes (each Owner then having one vote per lot), present at a special meeting called, and (ii) the written approval of the Declarant.

14.3. Right of Amendment. If requested by a governmental agency or federal chartered lending institutions anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by any Federal, State or local agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or by any federally chartered lending institution as a condition precedent to lending funds upon the security of the property or any portion thereof Any such amendment shall be affected by the recordation, by Declarant, of a Certificate of Amendment signed by a duly authorized agent of Declarant with signatures acknowledged, specifying the Federal, State or local governmental agency, or the federally chartered lending institution requesting the amendment and setting forth the mandatory language requested by such agency or institution. Recordation of such a certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such certificate, when recorded, shall be binding upon the property and all persons having an interest in the property. Except as provided in this Declaration, Declarant shall not have any right to amend this Declaration otherwise than in accordance with and pursuant to the provisions hereof.

ARTICLE XV  
MISCELLANEOUS

15.1. Interpretation of Covenants. Except for judicial instruction, the Declarant shall have exclusive right to construe and interpret the provisions of this Declaration. In the absence of any judicial decision to the contrary by a 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 benefitted and bound by the covenants and provisions hereof.

15.2. 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 other provision hereof.

15.3. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

15.4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Declarant's rights, activities and duties provided such rules and regulations are not inconsistent with the provisions of this Declaration.

15.5. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded Plat or other instrument recorded in the Real Property Records of Smith County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the property can or will be carried out or that any land now owned or hereafter acquired by it is or will be subject to this Declaration, or that any such land is or will be committed to or developed for a particular purpose or use, or that if such land is once used for a particular use, such use will continue in effect.

15.6. Limitation of Liability. In the absence of gross negligence or gross misconduct attributable to Declarant or his successors or assigns, neither Declarant, nor his successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, his successors or assigns, pursuant to this Declaration.

15.7. Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assigns of any of Declarant's rights and powers hereunder.



15.8. Gender and Number. Wherever 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; and words in the plural shall include the singular.

15.9. 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.

15.10. Notices. Any notice required or permitted to be delivered as provided herein, shall 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, addressed to each such person at the address given by such person to the party sending the notice, or to the address of the dwelling unit of such person, if no address has been given. Such address may be changed from time to time by notice in writing.

15.11. Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly subject to all prior recorded documents affecting the property.

15.12. Enforcement of the Covenants. 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 may be authorized by any proceeding 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 provision; and 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 damages if such person has sustained damages by reason of the violation of such provisions.

15.13. Suspension of the Covenants. The Declarant shall have the right during the period of construction, development and sale, to grant reasonable and specifically limited exemptions from the covenants to Declarant and any other developer or contractor. Any such exemption shall be granted only upon specific written request itemizing the exemption requested, the location thereof, the need therefore, 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 reasonable required.



ARTICLE XVI  
SIGNATURES

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this the 22 day of December, 2016.

12/22/2016  
Date

Russell J Seifert, President  
Declarant

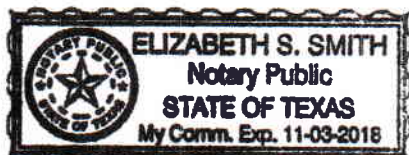
Copeland Woods Unit 1 Homeowners Association,  
Inc., a Texas Non-Profit Corporation  
As successor of Saleh Development, Ltd., a Texas  
Limited Partnership

STATE OF TEXAS §

§

COUNTY OF SMITH §

BEFORE ME, the undersigned authority, on the 22 day of December, 2016, personally appeared, Russell J Seifert, to me known to be the President of Copeland Woods Unit 1 Homeowners Association, Inc., a Texas Non-Profit Corporation, as successor of Saleh Development, Ltd., a Texas Limited Partnership, and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.



Elizabeth S. Smith  
Notary Public, State of Texas  
My Commission Expires: 11-03-2018

# Smith County



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**DO NOT REMOVE**  
**THIS PAGE IS PART OF THE INSTRUMENT**

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Filed for Record in  
Smith County, Texas  
6/5/2017 10:50:21 AM  
Fee: \$118.00  
20170100021526

RESTRICTION  
Deputy -Alme Delgado

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

  
Karen Phillips  
County Clerk

