

22071

**DECLARATION OF COVENANTS, CONDITIONS, ASSESSMENTS,
CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS
(PATIO HOMES) FOR COPELAND WOODS UNIT II, A PART OF THE
MARSHALL UNIVERSITY SURVEY, A-636, SMITH COUNTY, TEXAS**

This Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (herein called the "Declaration") is made as of the 2nd day of June, 1994, by SALEH DEVELOPMENT, LTD., a Texas Limited Partnership (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant owns those certain tracts or parcels of land described in a certain Plat recorded in Cabinet C, Slide 95A, of the Plat Records of Smith County, Texas, and designated as a "Plat of the Copeland Woods Unit II;" and,

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of such lands as a residential development of high quality which interfaces with the natural beauty of the East Texas landscape, Declarant desires to subject the property described in the above referenced plat 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:

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

B. "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.

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

D. "Assessment Lien" shall mean the lien created and imposed by Article VII hereof.

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

F. "Declarant" shall mean 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.

G. "Declarant Land" shall mean such part or parts of the property, including but not limited to the private roads, private streets, private alleys, 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.

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

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

J. "Dwelling Unit" shall mean a building situated on a lot designed and intended for use and occupancy as a patio home by a single family.

K. "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 the subdivision plat, (iii) pipeline easements, and (iv) all Declarant Land as described in Article I, Paragraph G above.

L. "Lot" shall mean any lot described in the Plat of Copeland Woods Unit II as described herein, together with any lots, which may, from time to time result from a resubdivision, combination or division of any such lots, as may be shown upon other plats of the property, now or hereafter filed for record in the Plat Records of Smith County, Texas.

M. "Maintenance Charge" shall mean any and all costs assessed pursuant to Article V, Section 5.01 hereof.

N. "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, covering 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 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.

O. "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.

P. "Plat" shall mean the subdivision plat of any portion of the property presently on file in the Plat Records of Smith County, Texas, and any other plat or plats of all or any portion of the property, now or hereafter filed for record in the Plat Records of Smith County, Texas (as such plat or plats may be amended from time to time). The roads, streets and alleys shown on the plat, are private roads, private streets and private alleys.

Q. "Property" shall mean the property depicted on the plat of Copeland Woods Unit II as described herein and any other plat or plats of all or any portion of the property described in said plat which may be hereafter filed for record in the Plat Records of Smith County, Texas.

R. "Reserved Areas" shall mean those areas of the property (including without limitation, all roads, streets, alleys and easements, including, but not limited to landscape areas and common open space areas) which are designated on the plat or reserved herein, the ownership of which are reserved to Declarant and its successors and assigns.

S. "Subdivision Plat" shall mean the plat describing the residential subdivision located in Smith County, Texas, and known as Copeland Woods Unit II, recorded in Cabinet C, Slide 95A of the Plat Records of Smith County, Texas, as said Plat may be amended or supplemented from time to time.

T. "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 and conveyance of any or all of the Declarant Land.

U. "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.

V. "Contractor" shall refer to a person or legal entity with whom an owner may contract for the initial construction of a new Dwelling Unit. The term Contractor shall not include subcontractors utilized by a Contractor in the initial construction or Contractors furnishing any labor or material after the initial construction has been completed.

ARTICLE II

Covenants Binding on Property and Owners

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

2.02 Owners Bound. From and after the date of recordation of this Declaration, the Covenant 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 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

3.01 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 any thing 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.

3.02 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 (2) 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. Except as hereinafter stated, there shall be no entrances to the garage from the front of the dwelling, but all garage entrances shall be rear entrances, except side or front garage entrances shall be permitted on Lot 2, N.C.B. 1321-S; Lot 3, N.C.B. 1321-S; Lot 4, N.C.B. 1321-S, and Lot 5, N.C.B. 1321-S of the Plat. The Architectural Review Committee may alter or change the location of the garage entrances.

3.03 Minimum Square Footage. The living area of such residence (exclusive of porches, patios, garage, terraces or driveways) on each lot, shall be not less than 1,800 square feet.

3.04 Setbacks. Permanent Improvements, with the exception of walls, fences, planters, hedges or other screening material, shall be set back from lot lines as reflected on the plat. The setback lines are reflected on the plat as broken lines.

3.05 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.

3.06 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.

3.07 Walks. Walks shall be constructed at such locations, and under such specifications as set forth in the Design Guideline prescribed by the Architectural Review Committee.

3.08 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.

3.09 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 an 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.

3.10 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.

3.11 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.

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

3.13 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 an electrical security system within the subdivision, it being the Declarant's intent that each dwelling unit be pre-wired for such a system in the event such an electrical security system is installed within the subdivision.

3.14 Agreements with Contractors. In order to insure the financial capability of a Contractor to complete the initial construction of a new home and to pay subcontractors, the owner shall submit the name of the Contractor to the Architectural Review Committee for approval prior to the placing of any material or labor on any lot.

ARTICLE IV

Declarant's Election to Form an Association

4.01 Formation of Association. Declarant at Declarant's sole election, may form a legal entity to be named by Declarant and consisting of membership to be held by the owners. The purpose of this Association shall be a means of permitting Declarant to assign any or all of Declarant's obligations, rights and powers under this Declaration to the Association and to convey any and all of the Declarant Land to the Association. The Declarant shall have authority to assign any or all of the obligations, rights and powers of Declarant under the terms of this Declaration and to convey any and all of the Declarant Land. Upon the assignment of obligations, rights or powers hereunder, or conveyance of the Declarant Land, Declarant shall have no past or future liability for same.

ARTICLE V

Maintenance

5.01 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 instances, 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 Owners 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 (10%) percent 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 referred to as an assessment on such lot, secured by the assessment lien provided in Article VII herein and enforced as provided in Article VIII 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.

5.02 Actions of Declarant. Declarant, at Declarant's discretion, may beautify, improve, construct and maintain the Reserved Areas. In addition, Declarant, at Declarant's discretion may install permanent improvements in, under and upon the Reserved Areas, and may perform such other construction, alteration, maintenance, provisions and operations as provided in Article IX hereof. After a dwelling unit has been completed and landscaping installed, Declarant, as Declarant's discretion, may maintain the front yard of each dwelling unit; however, Declarant shall have no responsibility for replacement or repair of any landscaping. Declarant, may, from time to time, choose a landscaping company of Declarant's choice to perform the landscaping maintenance.

ARTICLE VI

Assessments

6.01 In order to provide funds for the purposes and uses specified in Article V, Section 5.02 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.

ARTICLE VII

Imposition of Lien; Exemptions; Owner's Agreement

7.01 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 shall 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.

7.02 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 VIII

Enforcement of Payment of Assessment Charges and Assessment Lien

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

8.02 Declarant's Enforcement Remedies. If the Owner of any lot constituting a portion of the assessable property fails to pay any of the assessments 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 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

its exercise of any other remedy) (i) bring an action at law and recover judgment against the Owner personally obligated to pay the assessments; (ii) enforce the assessment lien against the lot by any means available at law or in equity including, without limitation, a nonjudicial foreclosure sale of the lot, 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.

8.03 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 sheriff's or trustee's deed or deed in lieu of foreclosure, the assessment lien immediately 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.

8.04 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 IX

Use of Funds

9.01 Purposes for Which Funds May be Used. The Declarant shall apply all funds collected and received by it through imposition of assessments for the benefit of the property (including the reserved areas), the Owners and residents of the subdivision by devoting said

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(patio homes) for Copeland Woods Unit II, a part of the
Marshall University Survey, A-636, Smith County, Texas
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funds among other things to the purposes set forth in Article V, Section 5.02 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 its 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. The Declarant shall not have the obligation to account to any Owner for the collection or use of any funds collected and received by Declarant through its imposition of the assessments.

ARTICLE X

Rights and Powers

10.01 Enforcement. The Declarant shall have the right to enforce the Covenant 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.

10.02 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 XI

Easements and Rights of Enjoyment in
Reserved Areas, Reservations of Declarant

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

A. The utility easements shown on the Plat 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. There is expressly reserved a five foot utility easement extending five feet from each side of any electrical surface service box serving each lot shown on the plat.

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 the foregoing section for the purposes of more efficiently installing utilities therein and thereon.

C. 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, its successors and assigns.

D. 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.

E. Neither Declarant nor its 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.

F. The right to enter upon any lot or lots during the installation of streets for the purpose of performing street excavation, construction, maintenance and paving is

hereby reserved to Declarant, its successors and assigns, and neither Declarant, nor its 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 and maintenance.

ARTICLE XII

Further Conveyances of and Modifications to Declarant Land

12.01 The Declarant shall have the absolute, exclusive and unrestricted right, exercisable in its sole discretion, without 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 XIII

Architectural Control

13.01 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 resubdivision 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 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 its 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 complied with. 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 XIV

Use Restrictions

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

A. 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.

B. 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 shall be adopted by the Declarant.

C. 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.

D. 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.

E. 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.

F. 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.

G. Resubdivision. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Signs and Mailboxes. No exterior signs or advertisements of any kind may 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.

M. 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.

N. 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.

O. 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 shall be allowed which would result in raw or unsanitary sewage being carried into any body of water or water source.

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

Q. 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.

R. 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. The Declarant may, at Declarant's discretion, designate the number and location of parking areas on private streets to be assigned to each lot. No parking shall be permitted on private alleys. Mobile homes, trailers, recreational vehicles, and tractor trailer trucks shall not be parked on any lot or on any private street or private alley without the expressed written consent of Declarant. Owners shall not block any private street or private alley or permit any obstruction thereon without the written permission of the Declarant.

S. 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.

T. 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.

U. 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.

V. 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 XV

Term; Amendments; Terminations

15.01 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, 2018. From and after said date, this Declaration, as 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 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.

15.02 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.

15.03 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 effected 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 XVI

Miscellaneous

16.01 Interpretation of Covenants. Except for judicial construction, 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.

16.02 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.

16.03 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.

16.04 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 said rules and regulations are not inconsistent with the provisions of this Declaration.

16.05 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.

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

*Declaration of Covenants, Conditions, Assessments,
Charges, Servitudes, Liens, Reservations and Easements
(patio homes) for Copeland Woods Unit II, a part of the
Marshall University Survey, A-636, Smith County, Texas
Page 19*

16.07 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.

16.08 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.

16.09 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.

16.10 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.

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

16.12 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.

16.13 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.

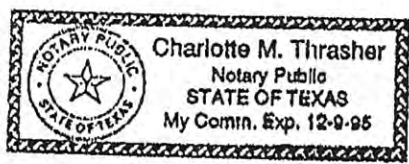
IN WITNESS WHEREOF, SALEH PROPERTIES, INC., General Partner of Saleh Development, Ltd., a Texas Limited Partnership, has hereunto caused its name to be signed by the signature of its duly authorized official as of the date and year first above written.

SALEH DEVELOPMENT, LTD.

BY: Anne Saleh Duffey
ANNE SALEH DUFFEY,
President, SALEH PROPERTIES,
INC., General Partner of SALEH
DEVELOPMENT, LTD., a Texas
Limited Partnership

STATE OF TEXAS §
§
COUNTY OF SMITH §

This instrument was acknowledged before me on the 13th day of June, 1994, by ANNE SALEH DUFFEY, President, Saleh Properties, Inc., General Partner of SALEH DEVELOPMENT, LTD., a Texas Limited Partnership.



Charlotte M. Thrasher
NOTARY PUBLIC in and for the
State of Texas

Declaration of Covenants, Conditions, Assessments,
Charges, Servitudes, Liens, Reservations and Easements
(patio homes) for Copeland Woods Unit II, a part of the
Marshall University Survey, A-636, Smith County, Texas
Page 21

STATE OF TEXAS COUNTY OF SMITH
THIS INSTRUMENT WAS RECORDED ON THE
DATE AND TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE PUBLIC RECORDS OF SMITH COUNTY, TEXAS

JUN 23 1994
MARY MORRIS
COUNTY CLERK, Smith County, Texas
BY Mary Morris Deputy

FILED
MARY MORRIS
COUNTY CLERK
SMITH COUNTY, TEXAS
94 JUN 20 PM 4:25
BY Anne Duffey
DEPUTY

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, ASSESSMENTS, CHARGES,
SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS
(PATIO HOMES) FOR COPELAND WOODS UNIT II, A PART OF THE
MARSHALL UNIVERSITY SURVEY, A-636, SMITH COUNTY, TEXAS**

WHEREAS, on the 20th day of June, 1994, SALEH PROPERTIES, INC., General Partner of SALEH DEVELOPMENT, LTD., a Texas Limited Partnership (herein called "Declarant"), filed a Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (Patio Homes) for Copeland Woods Unit II, a part of the Marshall University Survey, A-636, Smith County, Texas (herein called "Declaration"); and

WHEREAS, said Declaration was dated the 2nd day of June, 1994, and filed in Volume 3533, Page 133 of the Land Records of Smith County, Texas; and

WHEREAS, Declarant owns more than fifty-one (51%) percent of all lots comprising the Copeland Woods Unit II Subdivision as shown by plat recorded in Cabinet C, Slide 95-A, of the Plat Records of Smith County, Texas; and,

WHEREAS, the Declarant desires to grant access easements over and across the streets shown as private streets on the plat of Copeland Woods Unit II Subdivision.

NOW, THEREFORE, Declarant does hereby amend Article XI to include the following, to-wit:

11.02 Grant of Access Easements. The present and future owner of each lot in the Copeland Woods Unit II Subdivision is hereby granted the nonexclusive right and access easement over and across the streets shown as private streets on the plat of the Copeland Woods Unit II Subdivision as shown by Plat recorded in Cabinet C, Page 95-A of the Plat Records of Smith County, Texas. The right and access easement granted hereby shall terminate as to any owner upon the divesting of title. This right and access easement shall be appurtenant to and shall pass as the title to each lot presently vests or may vest in the future. The Declarant does hereby reserve the right to impose upon the right and access easement granted herein reasonable rules and regulations concerning the use of same, including but not limited to the use of a security guard or security device to control access.

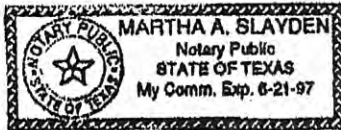
WITNESS MY HAND this the 28th day of March, 1995.

SALEH DEVELOPMENT, LTD.

BY: Anne Saleh Duffey
ANNE SALEH DUFFEY,
President, SALEH PROPERTIES,
INC., General Partner of SALEH
DEVELOPMENT, LTD., a Texas
Limited Partnership

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 28th day of March, 1995, by ANNE SALEH DUFFEY, President, Saleh Properties, Inc., General Partner of SALEH DEVELOPMENT, LTD., a Texas Limited Partnership.



Martha A. Slayden
NOTARY PUBLIC in and for the
State of Texas

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly
recorded in the Land Records of Smith County, Texas.

Filed for Record in
SMITH COUNTY, TEXAS
MARY MORRIS - COUNTY CLERK

On Mar 29 1995
At 4:56pm

Deputy - Janis Farrell

MAR 29 1995
MARY MORRIS
COUNTY CLERK Smith County, Texas
By [Signature] Deputy

Amendment to Declaration of Covenants, Conditions, Assessments,
Assessments, Charges, Servitudes, Liens, Reservations
and Easements (Patio Homes) for Copeland Woods Unit II,
a part of the Marshall University Survey, A-636, Smith County, Texas

Page 2

Return To:
Sammons + Parker
218 W. College
Tyler, Tx. 75702

NOTICE

Please be advised that the following Resolution will be considered at the ~~(Annual Meeting)~~ (Special Meeting) of the Copeland Woods Unit II Homeowners Association to be held on the 3RD day of AUGUST, 2004.

RESOLUTION

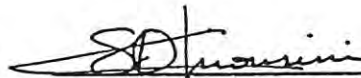
WHEREAS, Saleh Development, Ltd., a Texas Limited Partnership, desires to place Copeland Woods, Unit 5, as recorded in Cabinet D, Slide 247B, of the Plat Records of Smith County, Texas (called "Unit 5") under the provisions of the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, Easements (Patio Homes) for Copeland Woods Unit II as recorded in Volume 3533, Page 133 of the Real Property Records of Smith County, Texas, as amended on March 28, 1995, by Amendment recorded in Volume 3642, Page 666 of the Real Property Records of Smith County, Texas (called "Covenants"), and

WHEREAS, Saleh Development, Ltd. agrees, by affixing its signature hereto, to develop and construct the streets and common area of Unit 5 under the same specifications as used in the development of Copeland Woods Unit II; and

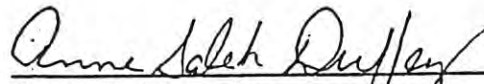
WHEREAS, Saleh Development, Ltd. agrees that each lot sold in Unit 5 will be subject to the covenants, benefits and obligations of the Covenants; and Copeland Woods Unit II Homeowners Association shall agree that the owners of Unit 5 shall have the voting rights and benefits of the Bylaws of Copeland Woods Unit II Homeowners Association; and

WHEREAS, during the development of Unit 5, Saleh Development, Ltd. shall have voting rights as a Class A Member under the provisions of Article II, Section 2.02, of the Bylaws of Copeland Woods Unit II Homeowners Association.

The Board of Directors of Copeland Woods Unit II Homeowners Association has reviewed the foregoing resolution and recommends that the Bylaws of Unit II Homeowners Association be amended as set forth above.



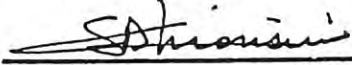
Secretary, Copeland Woods Unit II
Homeowners Association



Anne Saleh Duffey, President,
Saleh Properties, Inc., General Partner
Of Saleh Development, Ltd., a Texas
Limited Partnership

- OVER -

I certify that a copy of the above resolution was either personally delivered or forwarded to each member of Copeland Woods Unit II Homeowners Association by mailing same, postage prepaid, to the address appearing on the books of the Copeland Woods Unit II Homeowners Association on this the 22 day of July, 2004.



Secretary, Copeland Woods Unit II
Homeowners Association

3
AFFIDAVIT

Filed for Record in:
SMITH COUNTY, TEXAS
JUDY CARNES, COUNTY CLERK
On Sep 30 2004
At 9:55am
Receipt #: 324770
Recording: 18.00
Doc/Num : 2004-R0051068
Doc/Type : REC
Deputy - Joyce Baker

STATE OF TEXAS §
 §
COUNTY OF SMITH §

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN CHIONSINI, who, after being by me first duly sworn did depose and state as follows:

My name is STEVEN CHIONSINI. I am the Secretary of Copeland Woods Unit II (2) Homeowners Association. On the 3rd of August, 2004, after notices had been furnished by the Copeland Woods Unit II (2) Homeowners Association, in accordance with the Bylaws of Copeland Woods Unit II (2) Homeowners Association, the attached Resolution was duly adopted.

DATED: 9/30/04

Steven Chionsini
STEVEN CHIONSINI, Secretary
Copeland Woods Unit II (2)
Homeowners Association

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29th day of September, 2004, by STEVEN CHIONSINI.



Elizabeth S. Smith
Notary Public, State of Texas

Return:
Copeland Woods Unit II
Homeowner's Association
1101 Garden Park Circle
Tulsa, Texas 75703-8961

Smith County



DO NOT REMOVE

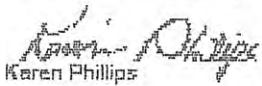
THIS PAGE IS PART OF THE INSTRUMENT

Filed for Record in
Smith County, Texas
12/29/2014 2:58:14 PM
Fee: \$114.00
20140100053877

RESTRICTION

Deputy -Brenda Calhoun

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


Karen Phillips
County Clerk



**ADOPTION OF COVENANTS, CONDITIONS, ASSESSMENTS,
CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS
FOR COPELAND WOODS UNIT 7, TYLER, SMITH COUNTY, TEXAS**

This Adoption of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements herein after called Adoption of Covenants is made as of the 29th day of December 2014, by SALEH DEVELOPMENT, LTD., a Texas Limited Partnership hereinafter called "Declarant".

WHEREAS, SALEH DEVELOPMENT, LTD., Declarant, owns all of the lots situated in Copeland Woods Unit 7, a subdivision situated within the corporate city limits of Tyler, Texas, according to the final plat thereof recorded in Cabinet E, Slide 306-C of the Plat Records of Smith County, Texas, said Plat adopted herein by reference for all purposes; and

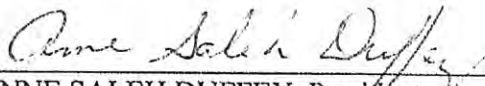
WHEREAS, in order to enable Declarant to implement a general plan for development and accomplish the development of such lands as a residential development of high quality, Declarant desires to subject the property described in the above referenced Plat to certain covenants, conditions, assessments, charges, servitudes, liens, reservations and easements previously recorded in Volume 3533, Page 133, Official Public Records of Smith County, Texas; and

WHEREAS, SALEH DEVELOPMENT, LTD. agrees that the Declaration of Covenants recorded in Volume 3533, Page 133, Official Public Records of Smith County, Texas, and which is attached to this instrument as Exhibit "A" will apply to each lot existing in Unit 7 of Copeland Woods Subdivision and will be subject to all of the Covenants, benefits and obligations as set forth in said Declaration attached hereto as Exhibit "A" and the Purchasers of any lot in Unit 7 will be subject to all requirements and obligations set forth in said Declaration and will be entitled to all benefits that accrue or could accrue to each of them in regard to the obligations set forth in said Declaration of Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that SALEH DEVELOPMENT, LTD. "Declarant", does hereby adopt, ratify and impose on the lots situated in Copeland Woods Unit 7 those certain Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements attached hereto as Exhibit "A" and does hereby encumber and charge each lot in Copeland Woods Unit 7 with the obligations set forth in said Declaration recorded in Volume 3533, Page 133, Official Public Records of Smith County, Texas.

EXECUTED this 29th day of December. 2014.

SALEH DEVELOPMENT, LTD., a Texas
Limited Partnership by its General Partner,
SALEH PROPERTIES, INC.



ANNE SALEH DUFFEY, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 29th day of December, 2014, by ANNE SALEH DUFFEY, President of SALEH PROPERTIES, INC, a Texas Corporation, General Partner of SALEH DEVELOPMENT, LTD., a Texas Limited Partnership, on behalf of said Partnership.



NOTARY PUBLIC, STATE OF TEXAS



Smith County



DO NOT REMOVE

THIS PAGE IS PART OF THE INSTRUMENT

Filed for Record in
Smith County, Texas
08/21/2018 10:00:42 AM
Fee: \$34.00
20180100035153

DECLARATION

Deputy -Alma Delgado

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

A handwritten signature in cursive script that reads "Karen Phillips".

Karen Phillips
County Clerk



WOODS UNIT II HOMEOWNERS ASSOCIATION, a Texas non-profit corporation (the "Association"), does hereby AMEND the above-referenced Protective Covenants in the following respects:

1. Article V is hereby amended by adding Section 5.03 to read as follows:

5.03 Violation of Restrictions. The Board of Directors of the Association have the authority to assess fines against the Owner of a home if the Board of Directors determines, in its sole discretion, that the Protective Covenants or the Amendments are being violated. The amount of the fine to be levied shall be reflected in a schedule of fines provided in the Design Guidelines as referenced in the Bylaws of the Association. The amount of the fine may also include attorney's fees if incurred by the Board of Directors. Any fine levied by the Board of Directors shall be treated as a Maintenance Charge under Section 5.01 of the Protective Covenants, and will be subject to all of the terms and provisions provided for in Article V of the Protective Covenants.

A. Uncurable Violation. In the event any portion of the property or any dwelling unit thereon, is in the judgment of the Declarant as to present a violation that is considered uncurable pursuant to applicable law, such as Section 209.006(b)(4)(g) of the Texas Property Code, the Declarant, in any of such instances, may make a finding to such effect, specifying the particular violation or property damage that is the basis for the charge or fine, and state any amount due to the association from the Owner.

B. Curable Violation. In the event any portion of the property or any dwelling unit thereon, is in the judgment of the Declarant as to present a violation that is considered curable pursuant to applicable law, the Declarant, in any of such instances, must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law, such as Chapter 209 of the Texas Property Code;

2. Article XVI is hereby amended by amending Section 16.12 pertaining to the Enforcement of the Covenants for violations of the restrictive covenants. Article XVI, Section 16.12 is amended to read as follows:

16.12 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: the assessment of a fine levied by the Board of Directors, 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 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.

Except as hereinabove amended, all terms, provisions, conditions, covenants and agreements of the Protective Covenants and Amendments thereto shall continue unmodified and in full force and effect.

EXECUTED this 20 day of August, 2018.

COPELAND WOODS UNIT II HOMEOWNERS ASSOCIATION, a Texas non-profit corporation

By: Barbara Phaup
BARBARA PHAUP, President

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 20 day of August, 2018, by BARBARA PHAUP as President, on behalf of COPELAND WOODS UNIT II HOMEOWNERS ASSOCIATION, a Texas non-profit corporation.



Elizabeth Smith
NOTARY PUBLIC - STATE OF TEXAS