

**DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
Turtle Creek Ranch**

AFTER RECORDING RETURN TO:  
Genecov West Mud Creek, LLC  
1350 Dominion Plaza  
Tyler, TX 75703  
Attn: William (Trey) R. Brewer III

**TABLE OF CONTENTS**

**DECLARATION**  
DECLARATION OF COVENANTS AND RESTRICTIONS..... 2

**ARTICLE I**  
DEFINITIONS ..... 2

**ARTICLE II**  
ARCHITECTURAL CONTROL COMMITTEE ..... 3

**ARTICLE III**  
USE RESTRICTIONS..... 4

**ARTICLE IV**  
ARCHITECTURAL RESTRICTIONS ..... 5

**ARTICLE V**  
ENFORCEMENT..... 8

**ARTICLE VI**  
GENERAL PROVISIONS ..... 9

## DECLARATION OF COVENANTS AND RESTRICTIONS

### Turtle Creek Ranch

THE STATE OF TEXAS ]  
 COUNTY OF SMITH ]

THIS DECLARATION is made on the date hereinafter set forth by Genecov West Mud Creek, LLC, a Texas Corporation, hereinafter called "Declarant";

#### W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property known Turtle Creek Ranch Unit 1, a subdivision in Smith County, Texas, according to the map or plat thereof recorded in Cabinet F, Slide 225-B, of the Plat Records of Smith County, Texas; and,

WHEREAS, it is the intent of Declarant to establish a uniform plan for the development, improvement, and sale of the property, to insure the preservation of the uniform plan for the benefit of both present and future owners of the properties.

NOW, THEREFORE, Declarant hereby declares that the Lots described below are held, and shall hereinafter be conveyed subject to the covenants, restrictions, conditions, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") as herein set forth. These covenants and restrictions shall run with said property and shall be binding upon all parties having or acquiring any right, title, or interest in said property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof. The real property which is, and shall be, held, transferred, sold, and conveyed and occupied subject to this declaration consists of the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, Turtle Creek Ranch, Unit 1, according to the map or plat thereof recorded in Cabinet F, Slide 225-B, of the Plat Records of Smith County, Texas.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- 1.01 **"Builder"** shall refer to any person or entity undertaking the construction of a residence on a Lot.
- 1.02 **"Corner Lot"** shall refer to a Lot which abuts on more than one street.
- 1.03 **"Declarant"** shall refer to the Developer as Genecov West Mud Creek, LLC, its successors and assigns.
- 1.04 **"Declaration"** shall refer to this Declaration of Covenants and Restrictions.
- 1.05 **"Dwelling"** shall refer to any residential structure located on a Lot.
- 1.06 **"Lot"** shall refer to (i) any of the numbered Lots shown on the Subdivision Plat, each of which is to contain a Dwelling thereon.
- 1.07 **"Owner"** shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not refer to any person or entity holding a lien, easement, mineral interest, or royalty interest burdening the title thereto.

Declarant Initials WJB

- 1.08 **"Single Family Dwelling"** shall refer to a residential structure designed and constructed for use by one family only.
- 1.09 **"Street"** shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Subdivision Plat.
- 1.10 **"Subdivision"** shall refer to Turtle Creek Ranch, Unit 1 as set forth in the plat thereof recorded in Cabinet F, Slide 225-B, of the Plat Records of Smith County, Texas.
- 1.11 **"Subdivision Plat"** shall refer to the recorded plat of the subdivision.

## ARTICLE II

### ARCHITECTURAL CONTROL COMMITTEE

- 2.01 **CREATION, PURPOSE AND DUTIES.** There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised initially of Trey Brewer, Brent Conaway, and Brian Conaway, all of Smith County, Texas, all whom shall serve until his/her successor is appointed. A majority of the Committee may designate one member to act for it. In the event of the death or resignation of any person serving on the Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all the authority and power of his or their predecessors. Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans submitted. No person serving on the Committee shall be entitled to compensation for services performed. No member of the Committee shall be personally liable for any actions committed in the scope of services performed as a member of the Committee. The Committee shall be limited to three (3) persons.
- 2.02 **POWERS OF THE COMMITTEE.** No building, (for dwelling or storage), fences or landscaping shall be erected, placed or altered on the Lot in this Subdivision until two complete sets of building plans (including front elevation) and specifications and two plot plans showing the location of the structure and the finish grade elevations for the Lot shall have been delivered in care of the Declarant at 1350 Dominion Plaza, Tyler, Texas 75703, or such other address as Declarant may designate, for the benefit of the Committee designated as hereinafter provided; and until such building plans, specifications and plot plan shall have been approved in writing by the Committee as being in conformity and harmony with the external design and location of the existing structures of the Subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Committee and the second copy shall be returned to the Owner of the Lot with the approval of the Committee appropriately endorsed thereon.

In the event the Committee, or its designated representative, fails to approve or disapprove any building plans and specifications within fifteen (15) days after the same are submitted to it, and if all terms contained in these Restrictions have been complied with, the Committee shall be deemed to have approved such plans within fifteen (15) days after the same are submitted to it.

The Declarant shall have authority to remove without cause any person serving on the Committee. The Declarant shall also have the authority to fill any vacancies in the Committee in the event the remaining persons serving on the Committee are unable to agree on a successor member or members. The powers reserved to Declarant in this paragraph will terminate when Declarant no longer owns a Lot in the Subdivision.

In the event that the Committee or Declarant should at any time fail or refuse to appoint a successor member of the Committee, the Owners of the majority of the Lots in the Subdivision, shall have the right to elect or appoint, from time to time, a successor member to the Committee.

The Committee may waive in writing such variations from these restrictions as said Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

The Committee shall have the authority to inspect the erection of each building upon the Lots comprising a

part of said Subdivision, and to require the Owner of the Lot and Contractor to discontinue the erection of such building until the above requirements have been complied with, and said Committee, in so doing, shall not be guilty of any trespass, tort or interference with the terms or performance of any contract according to the laws of the State of Texas. The Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions here.

The Committee shall receive no fees or compensation for its services.

### **ARTICLE III**

### **USE RESTRICTIONS**

- 3.01 **RESIDENTIAL USE.** No Lot shall be used except for residential purposes. No building or structure shall be erected on any individual Lot other than one single-family dwelling and its customary and usual accessory structures, unless specifically prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartments, commercial, and professional uses (except for the initial construction and sale of single-family dwellings). No business, professional, commercial, or manufacturing use shall be made of any of said Lots, nor shall any business, professional, or commercial use be conducted in any Dwelling situated on a Lot.
- 3.02 **ANIMALS AND LIVESTOCK.** Consistent with its use as a residence, dogs and cats may be kept on a Lot, provided that (a) they are not kept, bred or maintained for any business purposes, (b) that no more than four (4) total dogs or cats shall be kept on a Lot, and (c) that the perimeter boundary of the Lot upon which such pets are being kept is fenced with a fence adequate to retain such pets. No dog allowed by this Section shall be allowed outside the Lot upon which it is being kept unless restrained by an appropriate leash. The Declarant and/or the Committee shall have the authority to authorize capture and removal of any dogs running loose in the Subdivision without a leash. No livestock or poultry shall be kept, raised, or bred on any Lot.
- 3.03 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance to residents of the Subdivision.
- 3.04 **STORAGE, PARKING AND REPAIR OF VEHICLES.** No boat, bus (except a passenger van for personal use) mobile home, inoperable or unused automobiles, trailer, camper, boat rigging, truck larger than a three-quarter (3/4) ton pickup, or motorcycle, shall be parked or kept in the Street, in front of, or on the side of any Dwelling, or on any Lot or driveway. Boats, trailers, or campers may be kept in the backyard of a Lot as long as fencing is in place that would cause the boat, trailer, or camper to be out of sight from adjoining Lots or public open areas. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the Subdivision at any time. Operable automobiles must be parked in the garage or on the driveway and shall not be parked in the grass portion of the yard of any Lot. No vehicle may be parked within any part of any Street in the Subdivision for more than twenty-four (24) hours at a time and vehicles shall not be moved from place to place in the Subdivision to avoid the intent of this prohibition. No Owner of any Lot in the Subdivision or any visitor, tenant or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or Streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not be worked on in driveways or Streets in excess of twenty-four (24) hours.
- 3.05 **PERMITTED HOURS FOR CONSTRUCTION ACTIVITY.** Except in an emergency or when other unusual circumstances exist, as determined by the Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 8:00 p.m., Monday through Sunday.
- 3.06 **DISPOSAL OF TRASH.** No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary containers constructed of metal, plastic, or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by a federal, state, county, municipal and other governmental body with

regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. Trash and trash receptacles shall not remain on the street for more than a twenty-four (24) hour period.

- 3.07 **BUILDING MATERIALS STORAGE.** No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction or remodeling of the residences by Builders in the Subdivision, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the street paving.
- 3.08 **RELOCATION OF BUILDINGS.** Only construction of new buildings shall be permitted within the Subdivision. It is the intent of this covenant to prohibit the moving of any existing structure or mobile home onto a Lot and remodeling or converting same into a dwelling unit.
- 3.09 **MINERAL PRODUCTION.** No drilling, developing operations, refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot. Declarant waives its right to use the surface of any Lot for the exploration, development, or production of oil, gas, or other minerals from the mineral estate, if any, owned and retained by Declarant.
- 3.10 **RESUBDIVISION.** No subdivision or resubdivision of any Lot or combination of Lots shall be permitted except upon prior approval of the Committee: provided, however, that individual Lots may be divided between abutting owners and thereafter each resulting oversize Lot shall be considered as one Lot for all purposes. Nothing herein contained shall prohibit the construction of single residence on two or more Lots, in which case such Lots shall be considered as one for all purposes. Any subdivision, resubdivision or combination of any Lots which has been approved by the Committee must be re-platted and filed for record at the Smith County Clerk's Office in accordance with all city and municipal rules and regulations.
- 3.11 **BUILDING TIME.** Building construction, as defined by the pouring of a slab, is to start no later than twelve (12) months from the date of the original purchase of the Lot.
- 3.12 **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat. No structure shall be constructed or permitted to remain on or over any reserved easement as shown on the Subdivision Plat. No party using a reserved easement shall be liable to the Owner of such Lot for damages to any structure which encroaches onto the reserved easement area.
- 3.13 **SIGHT LINES.** No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.
- 3.14 **TREE BUFFER.** All trees on Lots 1 and 34 within 20 feet of the easternmost property line that adjoins CR 1100 shall remain in their natural state and shall not be damaged, removed, cut down, or trimmed.
- 3.15 **SIGNAGE EASEMENT ON LOTS 1 AND 34.** At the sole discretion and cost of the Declarant, entrance signs may be built along the corners of Turtle Creek Ranch Road and CR 1100.

## ARTICLE IV

**ARCHITECTURAL RESTRICTIONS**

- 4.01 **TYPE OF RESIDENCE.** The types of residences permitted shall be one detached Single-Family Dwelling per Lot not more than two stories in height. No other type of residential construction will be permitted to be constructed on the Lots. Carports are prohibited on any Lot. All structures shall be of new construction. No mobile trailer, modular or prefabricated homes shall be delivered or erected on any Lot in this Subdivision. The intent of this clause shall be to preclude the use of "manufactured" houses either delivered in whole or in components for erection on site. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Upon any failure to do so the Declarant and/or Committee shall have the remedies available in Section 4.19.
- 4.02 **LIVING AREA REQUIREMENTS.** The area of any dwelling, exclusive of open porches, attics and garages, shall contain no less than 1,700 square feet.
- 4.03 **LOCATION OF RESIDENCE ON LOT.** No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines designated on the Subdivision Plat. For the purposes of this Covenant, eaves, steps, and patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. For the purpose of these Restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each main residence building will face the front of the Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Section 3.10, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.
- 4.04 **GARAGE AND STORAGE BUILDINGS.** Each dwelling erected will include a minimum of a two-car attached garage. One storage building is allowed per lot. Storage buildings shall contain no more than 120 square foot of floor space and should not exceed 10' in height (measured vertically from the natural finish ground elevation to the highest point of roof). Storage building should have a composition roof, and painted siding that corresponds with the architectural style & color of the dwelling. Storage building should be maintained in a good visual appearance that corresponds with the dwelling. Storage buildings must be placed behind fences in a place where it is least visible from the street, public or open areas. Storage building plans, specifications and locations must be submitted to and approved by the Committee prior to construction or placement. From time to time, and with the prior written approval of the Architectural Committee, a detached single-story garage may be acceptable so long as the garage is built on a slab and the exterior, roof pitch, garage doors, and roofing materials are finished with the same materials and as the main Dwelling.
- 4.05 **TEMPORARY BUILDING.** Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used in connection with the construction and sale of residences. However, upon the completion of construction or the sale of the residence, whichever occurs earlier, any temporary structures must be removed from the Lot and the portion of the Lot from which the temporary structures are removed must be restored to its original condition. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes within the Subdivision. At the time of the sale of a residence by a Builder, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.
- 4.06 **DRIVEWAYS.** On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage or garages to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. No driveway shall be wider than 20 feet in width or less than 16 feet in width. All driveways shall be constructed with concrete material and shall not be less than four (4) inches thick.
- 4.07 **ROOFS.** All buildings constructed on said property will provide for a roof pitch of 8" in 12" minimum and 12" in 12" maximum. Any deviation of roof pitch must be approved by the Committee. The roof may be constructed with 20-year bondable limited warranty composition shingles.
- 4.08 **MINIMUM MASONRY.** The exterior walls of each building, exclusive of the gable areas, shall not be less than 60% brick or brick veneer construction, all of which the Committee must approve the type and color. No wood siding or vinyl siding shall be allowed on the exterior of each building, exclusive of doors and windows.

- Hardie Plank or LP Smart siding shall be allowed but shall not count towards the 60% brick or brick veneer construction minimum.
- 4.09 **FENCES.** No fence or wall shall be erected on any Lot nearer to the street than the front corners of the Dwelling or approved by the Committee. No galvanized chain link, barbed wire, hog wire, chicken wire, rail or similar type fencing shall be permitted. Privacy fences between lots shall be of wood not to exceed six (6) feet in height. All fence posts shall be hidden from view from the street.
- 4.10 **GRASS, SHRUBBERY AND FENCING.** The Owner of each Lot used as a residence shall spot sod, seed, hydromulch or sprig with grass the area between the front of his residence and the curb line of the abutting Street within nine (9) months from the date of purchasing the completed residence. The grass shall be of a type and within standards prescribed by the Committee. Grass and weeds shall be kept mowed to prevent unsightly appearance. If not mowed and edged by the Owner after written request to do so is made by the Committee, then the Committee and/or the Declarant shall have the right to cause the mowing and edging to be performed at the Owner's expense. Dead or damaged trees, which might create a hazard to property or persons within the Subdivision shall be promptly removed or repaired. If not removed by Owner upon request, then the Declarant or Committee may remove or cause to be removed such trees at the Owner's expense and shall not be liable for damage caused by such removal. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil, except that Declarant may designate fill areas into which materials specified by Declarant may be placed. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view for drying of clothes, yard equipment and wood piles or storage piles. All shrubbery and/or hedges that adjoin public open areas are to be kept trimmed not to exceed four (4) feet in height.
- 4.11 **INTENTIONALL DELETED**
- 4.12 **SIGNS.** No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than six (6) square feet advertising the particular Lot and house on which the sign is situated for sale or rent. Declarant reserves the right to construct and maintain, or to allow Builders within the Subdivision to construct and maintain signs, billboards, and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. The Declarant shall have the right to erect identifying signs at each entrance to the Subdivision.
- 4.13 **EXTERIOR ANTENNAE.** No radio or television wires or antennae or dish shall be placed on any Lot between the Dwelling and adjoining Street. There shall be no free-standing antennas. Antennae (dishes included) located upon a Dwelling and approved by the Committee 1) shall be located behind, and not higher than, the center ridge line of the roof of the Dwelling, 2) shall not be located on that portion of the roof of a Dwelling fronting a street, and 3) shall be placed so that same are not visible from any street.
- 4.14 **CURB RAMPS.** If required by applicable federal, state, or local law, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.
- 4.15 **AIR CONDITIONING.** No window or wall type air conditioners.
- 4.16 **DWELLING DESTRUCTION.** If any Single-Family Dwelling is destroyed or partially damaged by fire, wind, flood or other acts of God, the Dwelling must be either rebuilt, repaired and/or the debris from such damage be removed from the Subdivision within nine (9) months from the date of the damage.
- 4.17 **EXTERIOR PAINT.** The exterior surfaces of Dwellings shall not be painted unless the Committee gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain consistency of the exterior paint colors of the Dwelling throughout the Subdivision. All exterior wood shall receive at least two coats of paint or sealer at the time of construction. Accordingly, the Committee shall not be obligated to approve of any color or exterior paint that is different from the original paint applied to the exterior of the Dwellings.
- 4.18 **EXCEPTIONS TO RESIDENTIAL USE.** Notwithstanding anything to the contrary herein, Declarant reserves

unto itself, its heirs, successors and assigns, and its or their designated agent or agents, the right to use any unsold Lot or Lots for storage and use of construction equipment and materials.

- 4.19 **ENFORCEMENT OF COVENANTS AND RESTRICTIONS.** In the event of violations of any covenant or restriction herein by any Owner or occupant of a Dwelling on any Lot and the continuance of such violation after thirty (30) days written notice thereof or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs, painting and Lot maintenance after such notice, the Declarant and/or the Committee shall have the right (but not the obligation), through its agents or employees, to repair, maintain, and restore the Lot and the exterior of the Dwelling or any other improvement located thereon. Declarant and/or the Committee may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. **The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt.** In the event Declarant or the Committee retains the services of an attorney to enforce collection of such statement, the Owner and occupant agree to pay all reasonable attorney's fees, expenses and costs in enforcing said collection.

The Committee shall have the authority to inspect the erection of each dwelling upon the Lots comprising a part of said Subdivision, and to require the owner and contractor to discontinue the erection of such dwelling until the above covenants and restrictions have been complied with. The Declarant and/or the Committee, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of their duties and other work authorized herein.

- 4.20 **ROOFTOP SOLAR FACILITIES.** No solar heating or electrical systems of any kind shall be attached to or placed on any roof of any Dwelling constructed or placed on any Lot.
- 4.21 **MAILBOXES.** All mailboxes must be constructed with decorative double mailboxes approve by the Declarant. Each mailbox will be located adjoining the street on which the Lot faces and will be in a location consistent with that of the other Lots.
- 4.22 **RETAINING WALLS.** All retaining walls utilized on any Lot or dividing any two Lots must be of brick, stone, or keystone material consistent in nature with that utilized on the adjoining Dwelling or other material approved by the Committee. Under no circumstances shall wooden retaining walls or creosote logs be utilized in retaining walls or edging materials.
- 4.23 **DRAINAGE.** It is intended that the Property be developed in an orderly manner so that the Owner of each Lot shall absorb its share of drainage responsibility with respect to the surface water running across, from or to the Property as a whole. Without limiting the remedies otherwise described herein, to the extent any Lot should be developed in a manner which disproportionately diverts surface water onto another Lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Property's surface water drainage, then, the Committee shall be entitled to require the Owner of any such Lot to rectify such situation and, if not timely rectified, to itself effectuate such maintenance or repairs as may be desirable to more equitably resolve any drainage problems. Without limiting the foregoing, the Committee shall be entitled to install drainage devices, culverts or other arrangements as the Committee may, in its sole discretion, deem necessary or desirable. To the extent the Committee deems the necessity for such maintenance to be the responsibility of only certain of the Lots, then, the Committee may effectuate a special assessment against only those Lots. Owner agrees to pay said assessment immediately upon the receipt of a statement from the Committee, and failure to pay the same shall subject the Owner to the rights and remedies provided for in Section 4.19 herein.
- 4.24 **LIGHTING.** Up lights are required to be installed on every street facing plane over 10' in width and shall be required to be operated from dusk till dawn, seven days a week.

## ARTICLE V

### ENFORCEMENT

The Declarant, Committee, or any Owner, on behalf of the development, shall have the right to enforce, by any

Declarant Initials WR



proceeding at law or in equity, the covenants and restrictions contained herein. Failure to enforce any covenant and/or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

- 6.01 **TERM.** These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate and amend the covenants and restrictions herein.
- 6.02 **SEVERABILITY.** Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.
- 6.03 **GENDER AND GRAMMAR.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
- 6.04 **TITLES.** The titles of this Declaration contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.
- 6.05 **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one of conflicting interpretations, then the interpretations which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 6.06 **OMISSIONS.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
- 6.07 **NOTICES.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the Owner of a Lot.
- 6.08 **AMENDMENT.** At such time as the Declarant sales the last Lot, this Declaration may be amended at any time hereafter by an instrument executed by the Owners of at least fifty-one percent (51%) of the Lots. The Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

IN WITNESS WHEREOF, this Declaration is executed this 3rd day of February, 2021.

DECLARANT

GENECOV WEST MUD CREEK, LLC, a Texas limited liability company

By: William (Trey) R. Brewer III  
WILLIAM (TREY) R. BREWER, III, Manager

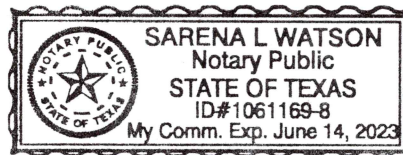
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THE STATE OF TEXAS ]

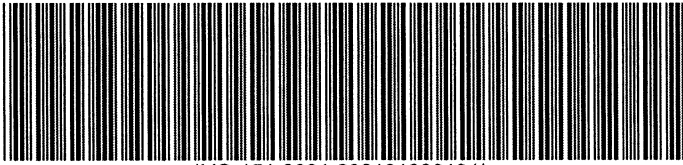
COUNTY OF SMITH ]

This instrument was acknowledged before me on the 3rd day of February, 2021, by WILLIAM (TREY) R. BREWER III, Manager, on behalf of GENECOV WEST MUD CREEK, LLC, a Texas limited liability company.

Sarena L. Watson  
Notary Public, State of Texas



Declarant Initials WRB



\*VG-151-2021-202101006134\*

Smith County  
Karen Phillips  
Smith County Clerk

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Document Number: 202101006134

Real Property Recordings  
RESTRICTION

Recorded On: February 12, 2021 01:30 PM

Number of Pages: 11

Billable Pages: 10

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" Examined and Charged as Follows: "

Total Recording: \$62.00

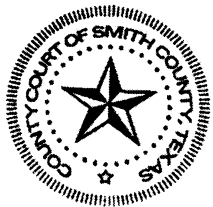
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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

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STATE OF TEXAS

Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips  
Smith County Clerk  
Smith County, TX