

Prepared by and After
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DECLARATION OF RESTRICTIVE COVENANTS

FOR SILVER OAKS SUBDIVISION 4th ADDITION

STATE OF TEXAS §

COUNTY OF BOWIE §

This DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made by Saltjr Irrevocable Grantor Trust, LLC, a Texas limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant is the sole owner of any portion of the real property located in Bowie County, Texas, described as and constituting any part of Silver Oaks Subdivision 4th Addition ("Subdivision"), a subdivision platted according to the subdivision plat recorded Cabinet D, as document Slide 191 of the Real Property Records of Bowie County, Texas, as amended from time to time (the "Plat").

WHEREAS, Declarant imposes on the real property certain protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Subdivision.

NOW, THEREFORE, IT IS hereby declared that: (1) all of the Property (defined below) will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner, and (2) each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, and any supplemental or amended recordings thereof,, regardless of whether they are set forth or referred to in the contract or deed.

ARTICLE 1 DEFINITIONS

Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings:

1.01. Architectural Committee. "Architectural Committee" means the committee created according to these restrictions to review and approve or deny plans for the construction of Improvements on the Property.

1.02. Architectural Committee Rules. "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

1.03. Builder. "Builder" means any professional home builder that purchases Lots within the Subdivision solely for the purpose of constructing residential homes on the Lots for sale to third-party home buyers.

1.04. City. "City" means Texarkana, Bowie County, Texas.

1.05. Declarant. "Declarant" means Saltjr Irrevocable Grantor Trust, LLC, its duly authorized representatives or their successors or assigns. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.06. Declaration. "Declaration" means this instrument as amended from time to time.

1.07. Improvement. "Improvement" means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.08. Living Unit. "Living Unit" means and refers to a single-family residence and the attached garage serving it.

1.09. Lot. "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels.

1.10. Masonry. "Masonry" means stucco, stone (natural, precast, or manufactured), and brick, but excluding fiber-cement siding, stone veneer, or other siding materials.

1.11. Mortgage. "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.12. Mortgagee. "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.13. Owner. "Owner" or "Owners" means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.14. Person. "Person" or "Persons" means any individual(s), entity, or entities having the legal right to hold title to real property.

1.15. Plans and Specifications. "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.16. Property. "Property" means all of the real property now or later constituting any portion, phase, or section of the Subdivision.

1.17. Restrictions. "Restrictions" means this Declaration, as amended from time to time, together with the Architectural Committee Rules.

1.18. Temporary Office. "Temporary Office" means any temporary construction or marketing trailer, office, or building installed or constructed by Declarant or any Builder on any Lot owned by Declarant or the Builder, respectively, that is used for the storage of equipment or for office, administrative, sales, or marketing purposes during the construction and sale of Lots and Improvements within the Subdivision.

ARTICLE 2 DEVELOPMENT OF THE PROPERTY

2.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas and develop some of the Property.

2.02. Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, Declarant will be required only to record in the real property records of Bowie County, Texas, a notice of addition of land containing the following provisions:

(a) A reference to this Declaration, which must include the book and page numbers or instrument numbers of the real property records of Bowie County, Texas, in which this Declaration is recorded.

(b) A statement that the provisions of this Declaration will apply to the added land.

(c) A legal description of the added land.

ARTICLE 3 GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01. Subdividing. No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

3.02. Hazardous Activities. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior or exterior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

3.03. Insurance Rates. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04. Mining and Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.05. Noise and Nuisances. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) will be located, used, or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has the approval of the Architectural Committee).

3.06. Animals: Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of these words may be kept, maintained, or cared for on the Property. Any dog that has been determined to be "dangerous" by the City or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Property. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless

confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans approved by the Architectural Committee, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of this Declaration, and must be screened so as not to be visible from any other portion of the Property.

3.07. Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

3.08. Maintenance: Mowing. Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. No Lot shall be allowed to grow up in vegetation at any time.

3.09. Antennas. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Committee's written consent.

3.10. Swimming Pools. No above ground pools of any kind will be allowed. All pools must be in ground-type constructed of either concrete (gunite), galvanized steel wall with vinyl liner, fiberglass, or similar materials. Any swimming pool constructed must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies the criteria set by all applicable governmental requirements. Nothing in this Section is intended to or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements.

3.11. Signs. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (a) signs that are part of Declarant's overall marketing or construction plans or activities for the Property, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) signs advertising a candidate or measure for an election, so long as (i) the signs are ground-mounted and no more than four (4) feet by six (6) feet, (ii) the signs are displayed no earlier than ninety (90) days before the date of the election to which the signs relate and no later than nine (9) days after that election date, and (iii) no more than one (1) sign is displayed for each candidate or measure. All merchandising, advertising, and sales programming is subject to the approval of the Architectural Committee.

3.12. Water and Other Tanks. The Architectural Committee has the right to approve the location of any tank used or proposed in connection with a single-family residential structure,

including tanks for the storage of fuel, water, or oil, and including swimming-pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot, including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Architectural Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.

3.13. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure will be placed on the Property without the prior written approval of the Architectural Committee; however, Temporary Offices and temporary structures necessary for the storage of tools and equipment or for office space for architects, Builders, and foremen during actual construction may be maintained with Declarant's approval, approval to include the nature, size, duration, and location of the Temporary Office or structure. Despite any provision in this Declaration to the contrary, an Owner will be permitted, without Architectural Committee approval, to erect one (1) outbuilding on the Owner's Lot if (a) the surface area of the pad on which the outbuilding is placed is less than or equal to { *size, e.g., eighty (80) square feet* }, (b) the height of the outbuilding, measured from the surface of the Lot to the highest portion of the outbuilding is less than or equal to { *size, e.g., six (6) feet* }, and (c) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot, and (e) the outbuilding is constructed within building setback lines, in accordance with applicable building codes of the governmental entity having jurisdiction over the Property, and with all required governmental permits. The Architectural Committee is entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure, and construction materials.

3.14. Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from an adjoining property or from public or private thoroughfares. No automobiles, trailers, boats, RVs, or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view. No (a) racing vehicles or (b) other vehicles (including but not limited to motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

3.15. Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near

any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.16. Compliance with the Restrictions. Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee, an aggrieved

3.17. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

3.18 Sidewalks. Each owner must comply with the city and install and maintain their sidewalk.

ARTICLE 4 USE AND CONSTRUCTION RESTRICTIONS

4.01. Approval for Construction. No Improvements will be constructed on any Lot without the prior written approval of the Architectural Committee.

4.02. Use. All Lots will be improved and used solely for single-family residential use, inclusive of an attached private garage for not more than three (3) cars, fencing, and other Improvements as are necessary or customarily incident to residential use. Unless a Lot (or Lots) has (or have) been specifically developed for attached single-family Living Units, all Lots will be used solely for detached single-family Living Units. Declarant may utilize one (1) Living Unit within the Subdivision for commercial purposes until the Lot and the Living Unit on it has been conveyed. After the conveyance occurs, the Living Unit will be used for residential purposes as outlined in this Section. Despite any provision of this Declaration to the contrary, a Builder may use a select number of Lots owned by the Builder for Temporary Offices within the Subdivision.

4.03. Leases & Rentals. Nothing in this Declaration will prevent the lease or rental of any Lot and the Improvements on it by the Owner for residential use, provided that all leases and rentals must be for terms of at least one (1) year.

4.04. Dwelling Height. No single-family dwelling greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.05. Fences, Walls, Hedges and Sight-Line Obstruction. Privacy fences, walls, and hedges shall not be built or maintained forward of the front wall of the Living Unit erected on any Lot, except for trellises or decorative fences including the architectural design of the Living Unit as approved by the Architectural Committee. Fences shall be constructed of wood, brick,

or other material approved by the Architectural Committee and shall be eight (8) feet in height. No Lot shall be allowed to have privacy fences or vegetable gardens in the front yard. No Owner shall be allowed to construct or maintain any walls, fences, hedges or other vegetation that obstructs sight lines of driveways, roadways, or intersections.

4.06. Dwelling Size; Building Materials. All dwellings will contain at least two thousand two hundred (2,200) square feet of enclosed, heated living space, exclusive of porches (open or covered), decks, garages, and carports. All building materials must be approved by the Architectural Committee, and only new building materials (except for used brick) will be used for constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited. Other roofing materials may be used with the Architectural Committee's written consent, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must match the color of the surface from which they project, or must be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) will be used on exterior surfaces (other than surfaces of hardware fixtures), including but not limited to the exterior surfaces of any Improvements.

The Masonry requirements for one- and two-story dwellings are as follows:

One-Story Dwellings. The front and sides of the exterior walls of all single-family dwellings must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work.

Two-Story Dwellings. The front and sides of the exterior walls of the first floor of all single-family dwellings must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work.

4.07. Alteration or Removal of Improvements. Any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, will be performed only with the prior written approval of the Architectural Committee.

4.08. Garbage Containers. The Architectural Committee has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash-collection service.

4.09. Drainage. There will be no interference with the established drainage patterns over any of the Property, except by Declarant or any Builder, unless adequate provision is made for proper drainage and the Architectural Committee approves the provision.

4.10. Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence

and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good-faith judgment, the Architectural Committee will have the authority to seek an injunction to stop the construction. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

4.11. Landscaping. The front and side yards of all Lots, from the front wall of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other sod, drought-resistant landscaping, or water-conserving natural turf approved by the Architectural Committee.

ARTICLE 5 ARCHITECTURAL COMMITTEE

5.01. Membership of Architectural Committee. The Architectural Committee will consist of not more than three (3) voting Members ("Voting Members") and any additional nonvoting Members serving in an advisory capacity ("Advisory Members") that the Voting Members deem appropriate. The following Persons are designated as the initial Voting Members of the Architectural Committee: Virginia Ann Prazak, McCarley Dubois, and Mike Brewington.

5.02. Action by Architectural Committee. Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

5.03. Advisory Members. The Voting Members may from time to time designate Advisory Members.

5.04. Term. Each Voting Member of the Architectural Committee will hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining Voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated.

5.05. Declarant's Rights of Appointment. Declarant and its successors or assigns will have the right to appoint and remove all Voting Members of the Architectural Committee.

5.06. Adoption of Rules. The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, that it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

5.07. Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole discretion, are relevant. Except as otherwise specifically provided in this Declaration, before the commencement of any construction of any Improvement on the Property or any portion of

it, the Plans and Specifications must be submitted to the Architectural Committee, and construction may not commence unless and until the Architectural Committee has approved the Plans and Specifications in writing. The Architectural Committee will consider and act on any and all Plans and Specifications submitted for its approval under this Declaration and perform the other duties assigned to it by this Declaration. The Architectural Committee may also inspect any construction in progress to ensure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and any other information it deems proper. Until the Architectural Committee receives any information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee will have the authority to disapprove any proposed Improvement based on the restrictions set forth in the preceding sentence and the decision of the Architectural Committee will be final and binding if it is made in good faith, subject to any appeals process set forth in the procedural rules adopted under Section 5.06. The Architectural Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

5.08. Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the Architectural Committee is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, Masonry requirements, fences, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by at least two (2) of the Voting Members of the Architectural Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.

5.09. Actions of the Architectural Committee. The Architectural Committee may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of a designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting will constitute an act of the Architectural Committee. Despite anything to the contrary, if the Architectural Committee fails to respond to a request for approval of Plans and Specifications within sixty (60) days of receiving all required information, the Architectural Committee will be deemed to have approved the Plans and Specifications; provided, however, that such sixty (60) day period shall

not begin to run until all information required to be submitted by the Architectural Committee to assist in its review of any Plans and Specifications has been received by the Architectural Committee. Any failure of the Architectural Committee to act upon a request for a variance hereunder shall not be deemed a consent of such variance.

5.10. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

5.11. Address. Plans and Specifications will be submitted to the Architectural Committee at 1901 Mall Drive, Texarkana, Texas 75503 or at any other address as may be designated from time to time.

5.12. Fees. The Architectural Committee will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 6 EASEMENTS

6.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration and will be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public-utility purposes (including but not limited to gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which easements will have a maximum width of ten (10) feet (however, easements alongside yard lot lines will straddle the lot lines with five (5) feet on each of the adjoining Owner's Lots).

6.02. Installation and Maintenance. There is by this Declaration created, for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities (including but not limited to water, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. Despite any provision contained

in this Section, no electrical lines, water lines, or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing services to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove all trees and other obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on portions of the Property abutting the easements.

6.03. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

6.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

ARTICLE 7 MISCELLANEOUS

7.01. Term. This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the real property records of Bowie County, Texas, and will continue in effect for a period of thirty (30) years, after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 7.02.

7.02. Amendment; Extinguishment. This Declaration may be amended or extinguished only in accordance with the provisions of this Section. So long as the Declarant owns at least one Lot in the Subdivision, any provision of this Declaration may be amended or extinguished only by the recording in the real property records of Bowie County, Texas, of an instrument executed and acknowledged by the Declarant and a simple majority of the other Lot Owners. Thereafter, all provisions of this Declaration may be amended or extinguished only by the recording in the real property records of Bowie County, Texas, of an instrument executed and acknowledged by Owners constituting at least sixty-six and sixty-sevenths percent (66.67%) of all Lot Owners. For purposes of this Section, each Lot shall be deemed to have one and only one vote per Lot regardless of the number of Owners of any one Lot.

7.03. Notices. Any notice permitted or required to be given by this Declaration must be in writing. Unless otherwise required by law, the notice must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, or (3) by a nationally recognized overnight delivery service. If delivery is by U.S. mail, the notice will be deemed to have been given three (3) days after deposited, properly

addressed and with proper postage, with the U.S. Postal Service. The address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Architectural Committee.

7.04. Governing Law. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

7.05. Exemption of Declarant. Despite any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

7.06. Nonliability of Architectural Committee. The Architectural Committee and its members will not be liable to any Owner or to any other Person for any loss, damage, or injury arising from their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be.

7.07. Assignment of Declarant. Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.

7.08. Enforcement; Nonwaiver. Except as otherwise provided in this Declaration, any Owner at its own expense and Declarant, will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future.

7.09. Construction. The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

EXECUTED as of September 16, 2025.

DECLARANT:

Saltjr Irrevocable Grantor Trust LLC, a Texas limited liability company

By: Virginia Ann Pratzk

Name: Virginia Ann Pratzk

Title: Administrator

ACKNOWLEDGEMENT

STATE OF TEXAS)

)

COUNTY OF BOWIE)

Before me, the undersigned Notary Public, on this day, personally appeared Saltjr Irrevocable Grantor Trust, LLC, known to me through personal acquaintance to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 16th day of September, 2025

Beverly B Hash
Notary Public in and for the State of Texas

My commission expires:



