

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF SMITH

§

This Amended Declaration of Covenants, Conditions, Restrictions, and Easements is made effective November 14, 2022 12, at Tyler, Texas, by CR 4100 LLC, a Texas limited liability company, hereinafter referred to as "Developer" whose mailing address is 617 Imagine Drive, Lindale, Texas 75771-2473.

Developer is the owner of all that certain real property, hereinafter referred to as the "Property", located in Smith County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Developer has devised a general plan for the entire Property as a whole. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period (collectively, the "Covenants").

This general plan will benefit the Property in general, Developer, and each successive owner of an interest in the Property.

Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Developer desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, Developer hereby declares, establishes and adopts the Covenants set forth herein, which shall be applicable to the ownership, use, development, improvement and sale of each tract within the Property. Said tracts within the Property shall be held, sold and conveyed subject to the Covenants, and shall be deemed as covenants running with the land and imposed upon an intended to benefit and burden each part of the Property.

Article 1: Definitions

1.1. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements and its amendments, modifications or supplements.

1.2. Improvement. "Improvement" means any and all alterations of the Property, other than interior modifications of existing structures, including, but not limited to, homes, out buildings, gazebos, patios, docks, garages, guesthouses, swimming pools, walls, fencing, landscaping and driveway, whether intended to be temporary or permanent.

1.3. Developer. "Developer" means CR4100 LLC, a Texas limited liability company.

For Eagleview Subdivision C992

1.4 Owner. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any tract, but excluding those having such interest merely as security for the payment or performance of an obligation.

1.5 Single Family Dwelling. "Single Family Dwelling" or "Home" means a building or structure designed, built, maintained, and utilized for private, residential purposes only by a single family.

Article 2: Property Subject to Declaration

The Developer declares that the Property, together with all improvements constructed upon every tract is subject to this Declaration and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, assessments, obligations and liens set forth in this Declaration, and any amendments or supplements to it. This Declaration shall run with the land and shall be perpetual in nature and shall be binding upon all parties having or claiming any right, title or interest to any Property in the development or any part of it, and their heirs, successors and assigns, and shall inure to the benefit of all Owners and future Owners.

Article 3: Construction Restrictions

3.1 Construction. All homes and other Improvements shall be built and maintained as follows:

- a) No structures shall be erected, altered, placed or permitted to remain on any tract other than one single family dwelling for private single-family use, together with other customary Improvements.
- b) The minimum square footage for a home is 1,600 square feet of living area, exclusive of porches, garages, or unfinished space.
- c) All private driveways shall be surfaced with concrete
- d) Siding must be concrete or masonry (no vinyl permitted).

3.2 Setbacks. The minimum setback requirement from the property line adjacent to any road shall be ___ feet and the minimum setback requirement from all other property lines shall be ___ feet. In the event an Owner has, with consent of the Developer, incorporated a tract with part of an adjacent tract, then the minimum side yard setback requirements shall apply to the newly configured total tract and shall be consistent with that set forth on the recorded metes and bounds description for the tract from which the partial taking has been made.

For the purposes of this paragraph, eaves, steps, open porches or stoops, and roof

overhangs shall be considered part of the structure for the setback requirements. Further, the setback requirement shall be measured from the property line to the portion of the tract prepared for construction. Where site conditions warrant, the Developer shall be authorized to approve variances from setback minimums herein indicated.

3.3 Drainage. The slope of any tract must be maintained so as not to divert the normal flow of water and drainer to an adjacent tract.

3.4 Utilities. All electrical service, cable and telephone service lines from the utility company and any similar or other lines installed by Owners shall be placed underground and no outside electrical, cable, telephone or other type lines shall be placed overhead. Service to the individual building site of such lines shall be taken from the point assigned by the utility company.

3.5 Storage Sheds. Owners are limited to placing one (1) storage shed per tract and the shed shall correspond in style, architecture and same building material as the Improvement to which it is appurtenant.

Article 4: Covenants and Use Restrictions

4.1 Residential Use. Only one single family dwelling plus Improvements shall be permitted. Tracts shall be used exclusively for single family residential purposes and no commercial activity shall be carried on, except that, "home office/telecommuting" or other such non-public activities of the residents are permitted.

4.2 Construction Materials. No building material of any kind shall be placed or stored upon any tract until the Owner thereof is ready to commence improvements and then such material shall only be placed within the property lines of the tract upon which the improvements are erected and shall not be placed on the street or the right-of-way. During construction or thereafter, no tract shall be used or maintained as a dumping ground for rubbish, waste or scrap building materials. All such material or rubbish shall be kept in sanitary containers and removed regularly.

4.3 Mobile Homes. No mobile homes, motor homes/recreational vehicles, or modular homes shall be placed on the Property at any time, either temporarily or permanently.

4.4 Temporary Structures. No structure of a temporary character, such as a trailer, tent, shack, garage, barn or other outbuildings, shall be used on any tract at any time as a residence, either temporarily or permanently. No trailer, camper or similar vehicle shall at any time be connected to utilities situated within a tract, except in connection with construction of improvements and sales activities. No building previously constructed elsewhere may be moved onto any tract. Construction of new buildings only shall be permitted.

4.5 Offensive Conduct: Nuisance. Nothing shall be done on or within the Development that may be or may become an annoyance or nuisance to the residents, or that in any way interferes with the quiet enjoyment of occupants of tracts. No Owner shall perform any act nor allow any condition to exist upon his or her tract which will adversely affect the other residences or the Owners, including loud music and loud gatherings which would violate city ordinances.

4.6 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept within any portion of the Development other than in customary receptacles. Except on the scheduled day for trash pickup, these receptacles shall be located only in places specifically designated for such purposes and not left out on the curb. No burning or burning of trash or garbage is permitted.

4.7 Future Construction. Nothing in this Declaration shall limit the right of Developer to complete construction of improvements to tracts owned by the developer or to alter them or to construct additional improvements as the Developer seems advisable before completion and sale of a tract. Furthermore, no Owner shall object to tract changes by the Developer which do not directly involve said Owners tract or any tract contiguous thereto, provided however, such changes do not materially reduce the retail selling price of altered tracts below the average selling price of all tracts sold prior to such tract change.

4.8 Right to Assign. The rights of the Developer in this Declaration may be assigned by the Developer to any successor to all or any part of any the Developer's interest in the Development by an express assignment incorporated as a recorded deed that transfers any such interest to a successor or to a Mortgagee acquiring the Developer's interest in the Development by foreclosure or by deed in lieu of foreclosure.

4.9 Lawn Maintenance. Owners shall keep lawns maintained on a regular basis to maintain overall appearance of the Development.

Article 5-Powers Reserved to the Developer

5.1 Changes. The Developer reserves the right to make such changes in the boundaries and designations of tracts not sold to others, in any easement upon any unsold tract, as the Developer deems advisable, provided that any such changes shall not have a material adverse effect upon the boundaries or the beneficial use and enjoyment of any tract then owned by Owners other than the Developer, and provided that such changes shall have been approved by the governing regulatory agencies exercising jurisdiction thereof.

5.2 Owner Changes. An Owner shall have no right to partition or subdivide any part of his or her tract without the written consent of the Developer.

Article 6- Easements

6.1 Easement to Inspect and Correct Violations. There hereby is created an easement in favor of the Developer for ingress and egress to any tract during reasonable hours:

- a) To inspect such tract for alleged violations of and/or compliance of the Declaration, provided the Owner of such tract is given written notice of the purpose and time of such inspection at least three (3) days in advance thereof; and
- b) Performing such correction of violations or such maintenance on the tract as is required by the Declaration.

6.2 Easements for Governmental Personnel. A Right of entry on any tract or common area is hereby granted to law enforcement officers, fire and rescue and local animal control personnel and mail and delivery personnel as needed to carry out their duties.

Article 7-Miscellaneous

7.1 Severability of Provisions. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

7.2 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

7.3 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by the Developer or any Owner.

7.4 No Discriminatory Restrictions. No Owner shall execute or cause to be recorded any instrument that imposes a restriction upon the sale, leasing, or occupancy of his or her tract on the basis of race, sex, age, marital status, national ancestry, color or religion.

7.5 Interstate Land Sales Act. The Developers activities comply with the applicable provisions of the Interstate Land Sales Act and the Developer intends to conduct its affairs in such a manner which shall continue to qualify it under a number of exemptions pursuant to said Act.

7.6 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision of the Declaration shall not constitute a waiver of the right to enforce the provision thereafter.

7.7 Right to Variance. So long as the Developer owns a majority of the tracts, the Developer reserves unto itself, its successors and assigns, the right and power to vary any restriction contained herein when, in the sole judgment of the Developer, such variance will relieve undue hardship or will otherwise be deemed to be in the best interest of the Development as a whole, provided however, that any such variance or change shall not be more restrictive than the original restriction which is varied or changed, and

provided further that such variance or change shall be reduced to writing and filed of record in Smith County, Texas, as an amendment to this Declaration without the necessity of the concurrence of any other tract Owner.

7.8 Number: Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

7.9 Easements Reserved and Granted. All easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, whether or not a reference to this Declaration is made in a deed to any tract.

7.10 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Developer, and the heirs, personal representatives, grantees, tenants, successors, and assigns of the Owners.

7.11 Duration. Except as amended, modified or changed in accordance with this Declaration, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years. After this period it shall be automatically renewed for successive 10 year periods unless an instrument signed by the Owners of more than seventy five percent (75%) of the tracts has been recorded, agreeing to replace said Covenants, Conditions and Restrictions in whole or in part. No such agreements to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change, and such effective date coincides with the expiration date of the initial or any successive renewal periods.

7.12 Amendment. This Declaration may be amended as outlined in Article 7, Section 7.7 or by an instrument signed by the Owners of more than seventy five percent (75%) of the Property. Neither any amendment nor any termination shall be effective until recorded in the Official Public Real Estate Records of Smith County, Texas, and requisite governmental approvals, if any, have been obtained.

Developer or any owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions imposed by this Declaration. Failure to enforce any covenant or restrictions shall not be deemed a waiver of the right of enforcement whether with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

These covenants, conditions and restrictions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Property, in

whole or in part, and their heirs, successors and assigns. These covenants, conditions, and restrictions shall be for the benefit of the Property and each owner.

If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

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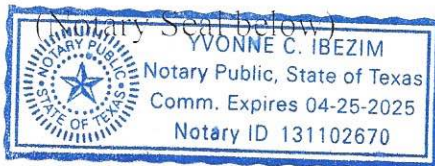
CR4100 LLC
617 Imagine Drive
Lindale, Texas 75771-2473

[Signature] Signature
Craig Morgan Printed Name

STATE OF TEXAS
COUNTY OF SMITH

Before me, Yvonne C. Ibezim (notary name), on this day
personally appeared Craig Lee Morgan, known to me (or
proved to me on the oath of or through TX DL (description of
identity card or other document) to be the person whose name is subscribed to the
foregoing instrument Easement (name of instrument) and
acknowledged to me that she/he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 14th day of
November, 2022.



[Signature]
Notary Public's Signature