

COPPER POINTE
RESTRICTIONS, COVENANTS AND CONDITIONS

THE STATE OF TEXAS

COUNTY OF HARDIN

WHEREAS, BOYKIN HOMES AND LAND SALES, LLC (" Developer"), being the owner of a certain tract of land which has been heretofore platted and subdivided out of 189.258 acre tract, more or less being 17.773 acres subdivided, being originally out of the R C Rogers, Abstract 46 in Hardin County, Texas deeded to John Boykin, Jr. in Vol. 1367, pg. 869 of the Official Public Records and redeeded to Boykin Homes and Land Sales, LLC in B-1564 P-838 of the Plat Records, Hardin County, Texas and do hereby establish, adopt and promulgate the following reservations, restrictions, covenants and easements, as they may be amended from time to time (all provisions, covenants, conditions, and restrictions under this document, as amended from time to time, being referred to as the "Restrictions") to apply uniformly to the use, occupancy and conveyance of all lots in said "**Copper Pointe**" Subdivision "**Phase 1**", recorded June 10, 2015, Volume 4, pages 160A and 161 of the Plat Records of Hardin County, Texas, and to all lots in any additional "Phase" as described below in Section 23 out of the approximately 86.88 acre tract owned by Developer that may be included as part of the "Subdivision" (all of such Phases and all of the lots in all such Phases being collectively referred to as the "Subdivision") to the benefit of the present and future owners of the said lots.

For the purposes of these Restrictions as applied to any part of the Subdivision, the term "Lot" means any lot as designated or shown by the recorded plat of any Phase executed by Developer or its successor, including Phase 1. Notwithstanding the foregoing and any other definition of the term "lot" in these Restrictions, the term "Lot" does not include any property that would otherwise constitute a Lot but that is owned by the Association described below and expressly accepted by the Association as a "Common Area" under the conveyance to the Association; such property may still be identified or described as a "Lot" but such property shall not be deemed a "Lot" for the purposes of these Restrictions, such as limitations on voting, assessments, or amendments.

1. The Lots shall be used only for residential purposes and cannot be re-subdivided.
2. No sign of any kind or character shall be allowed on said Lots or in any part of the Subdivision, except:
 - a. Signs of not more than six (6) square feet advertising the property for sale;
 - b. Signs reflecting the street address;
 - c. State or national flags; or
 - d. Signs reflecting temporary yard or garage sales;
 - e. Signs erected or maintained by " Developer".

Under no circumstances shall signs reflecting temporary yard or garage sales (subsection (d) above) remain displayed for a period of longer than three (3) days.

3. No structure of a temporary character, no trailer home, mobile home, tent, shack, garage or other building shall be used on any of such Lots at any time as a family residence either temporarily or permanently.
4. The Lots and the Subdivision shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. The Lots and the Subdivision shall not be used as a storage place of old lumber, cars and junk of any description. All rubbish, trash, garbage, or other waste shall not be kept except in a trash can or bin. All such trash cans or bins shall be kept in a clean and sanitary condition and shall be screened from public view except for 12 hours before regular collection times and 12 hours thereafter.
5. No professional, business, or commercial activity shall be conducted on any Lot with the exception of temporary yard or garage sales lasting no longer than three days in duration.
6. No obnoxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood or to any Lot. The use of discharge of firearms is prohibited on the Lots and in the Subdivision.
7. No cattle, hogs, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in the Subdivision. Household pets, to include dogs, cats, domesticated birds, or fish, may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
8. All residences constructed on any Lot must have at least one thousand eight hundred (1800) square feet of living area, plus a garage capable of holding at least two automobiles.
9. All houses constructed shall be at least one-half brick veneer on the ground floor of the residence. Residences may be single or two-story in construction.
10. All residences shall also have a concrete driveway from the garage to the street.
11. As per Lumberton City Ordinance 05-1162, there are to be a minimum of two (2) trees per Lot, at least 10 feet in height.
12. As per Lumberton City Ordinance 05-1162, the building contractor or individual property owners of each Lot will be required to construct a standard sidewalk, a minimum of four (4) feet in width, across the frontage of the property with the street, beginning four (4) feet in distance from the curb edge toward the property. The minimum elevation of the

top or finished surface of the first floor foundation or similar structural component of each structure located on a Lot shall be 18" above the top level of the finished curb edge at the street, both such curb edge and finished elevation determined in the center of the Lot on which such structure is to be constructed.

13. No walls or fences shall be erected or maintained nearer to the street than the building set-back line existing on such Lot. All fences shall be constructed from wood, brick or stone, or decorative iron. All fences or walls shall be eight (8) feet high. Any wall or fence erected on a Lot by any owner or his assigns shall pass ownership with title to the property and it shall be the owner of such Lot's responsibility to maintain said wall or fence.
14. Every owner of a Lot will be a Member (each a "member" and collectively the "members") of a Texas non-profit corporation to be called Copper Pointe Owners' Association or such other name as may be selected by Developer if such name is not available (herein called the "Association"), or its successors or replacements in the event of any forfeiture, cancellation, dissolution or other cessation of such Association. Membership will be appurtenant to and may not be separate from ownership of a Lot. Members will be all owners of Lots and will be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised as they determine, but in no event will more than one (1) vote be cast with respect to any Lot. If the joint owners of a Lot cannot agree on how to vote the one vote per such Lot, they will have no vote at all. The Association will be governed by written bylaws adopted by Developer (the "bylaws), and thereafter subject to amendment by the Association as provided in such bylaws and any rules and regulations adopted by the Association (the "Governing Rules"), provided that during the Development Period as described below:
 - A. No amendment to the bylaws or the rules or regulations may affect the rights of Developer without the prior written consent of Developer; and
 - B., Developer will appoint all members of the Board, and any members selected to fill a vacancy during an unexpired term; and
 - C. Developer will also have the right to remove any Board member for the grounds for removal set out in the Bylaws.After expiration of the Development Period, the Board will be selected, replaced or removed as provided in the bylaws.
15. The Restrictions are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring Lots in the Subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any property in the Subdivision shall thereby agree and covenant to abide by fully perform the Restrictions. These covenants are to run with the land and shall be binding until revoked, amended, or supplemented as permitted by these Restrictions. Any provision in these Restrictions, the certificate of formation and the bylaws of the Association, any

rules or regulations of the Association, and any amendments to any of the foregoing (all of which are collectively referred to as the "Governing Documents") to the contrary notwithstanding, the Developer reserves the right, during the Development Period, to facilitate the development, construction and marketing of the Subdivision, to direct the size, shape, and composition of the Subdivision, and the exclusive right to amend these Restrictions and any amendments thereto. These rights are in addition to all other rights afforded to Declarant by the Governing Documents, and take precedence over any conflicting provisions in the Governing Documents. After expiration of the Development Period the Restrictions may be revoked, amended or supplemented only by (a) a two-thirds majority (or more) approval in writing of the owners of the Lots in the subdivision or (b) by a two-thirds majority or more vote of the Members of the Association at an annual meeting or special meeting called for that intended purpose. All such revocations, amendments or supplements to the Restrictions shall be filed in the property records of Hardin County by the Board of Directors of the Association.

16. No parked cars, trailers, or any motor vehicle is to be left unattended on streets or public rights of way or public easements in the Subdivision overnight.
17. If any person or persons shall violate any of the Restrictions, the Board of Directors of the Association shall have the power to levy fines to enforce the Restrictions. Such fines shall be reasonable and necessary to enforce the Restrictions. Each Member, owning property in the Subdivision, upon notification of such a fine shall be required to pay these fines within 30 days of notification by the Board of Directors. These fines shall not inhibit the right of any property owner damaged by such violations of the Restrictions to the legal or equitable rights under Texas law.
18. Invalidation of any one or any part of the Restriction by judgment or court order shall in no way affect any other provision of the Restrictions, which shall remain in full force and effect.
19. If any person shall purchase more than a single adjacent Lot, with a shared frontage to the same street, in the Subdivision, the purchaser may erect a family residence or other permanent structure in such a manner as to allow the structure to be erected with a portion or portions upon more than one original Lot, so that the restrictions, easements or limitations under this document pertaining to a side lot line shall not apply to common side lot line(s) of two or more immediately adjoining Lots. If at any time the adjoining Lots are no longer owned by a common owner, the side lot line shall be subject to all limitations under this document pertaining to a side lot line. The purpose of this paragraph is, subject to the other terms of this document, to permit the construction of improvements across a common lot line only where the adjoining Lots or Developer approved parts thereof have an identity of ownership and where the construction of such improvements does not encroach upon an easement created by

any instrument other than this document or otherwise violate the terms of this document.

20. No property shall house, garage or park a motor vehicle on any Lot which does not have current, up-to-date titles, registrations, and state inspections.
21. All properties in the Subdivision shall be kept mowed and free of overgrown shrubs, bushes and tall grass.
22. If any person violates or attempts to violate any of the covenants herein, (a) any person or persons owning any Lot in the Subdivision or (b) the Association may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing, or to recover damages for such violations.
23. The Subdivision shall include Phase 1 as described above, but the term "Subdivision" and all references to the "Subdivision" or to "Copper Pointe Subdivision" and all similar references shall also include any subsequent Phase. A "Phase" means and includes any and all tracts of land adjoining any Phase, substantially satisfying each of the following three conditions:
 - i. Covenants, conditions, and restrictions must be imposed on such adjoining or subsequently adjoining tract substantially in conformance with the scheme of covenants, conditions, and restrictions imposed on the Subdivision by the Restrictions, as they may be amended from time to time; such covenants, conditions and restrictions may be imposed by reference to these Restrictions;
 - ii. Developer must join in the covenants, conditions, and restrictions imposed on such tracts or a supplemental declaration referring to these Restrictions; and
 - iii. The covenants, conditions and restrictions imposed on such tracts or such supplemental declaration must specifically identify the Association as the property owners' association, so that the Association shall:
 - (A) be the representative of the owners of property in the Subdivision and all such Phases;
 - (B) have a membership primarily consisting of the owners of the property covered by the dedicatory instruments for the Subdivision and all such Phases;

- (C) manage and regulate the Subdivision and all Phases for the benefit of the owners of property in the Subdivision and all such Phases.

24. A. Developer, for each Lot owned by it, hereby covenants, and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it is so expressed in his deed, to pay to the Association (i) annual assessments, and (ii) special assessments, and (iii) interest, attorneys' fees, transfer fees, costs, and other expenses of the Association. Such assessments and amounts will be established and collected as hereinafter provided. The annual and special assessments, together with interest (at an annual rate of 10% or such other rate as may be established by the Bylaws of the Association, but in no event to exceed the maximum legal rate allowed for such interest), costs, such transfer fees, and reasonable attorneys' fees, will be a charge on and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees will also be the personal obligation of the owner of the Lot at the time the assessment or charge fell or falls due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them. Notwithstanding the foregoing or any other provision of this document or the bylaws of the Association, BOYKIN HOMES AND LAND SALES, LLC and its affiliates are exempt from any transfer fees and from the annual and special assessments for BOYKIN HOMES AND LAND SALES, LLC's (and its affiliates) unsold Lot(s) for any amount in excess of \$1.00 per year for such Lot(s); a Lot becomes subject to normal annual and special assessments only after the first conveyance of the Lot by Developer or such affiliate to a non-affiliated party.
- B. The annual assessments levied by the Association will be used exclusively: (i) to promote the health, safety and welfare, of the residents in the Subdivision and in any Phase, including the enforcement of the Restrictions; and (ii) for the improvement and maintenance of any Common Areas (which Common Areas are deemed to include any Lots or other property owned by the Association, any Common Areas specified on any recorded Plat of the Subdivision or any Phase, the public rights of way in the Subdivision or any Phase, any mail kiosks or similar structures the identifying markers for the Subdivision or any Phase) and any fences surrounding the Subdivision or such other Phases. Annual assessments will include, and the Association will acquire and pay for out of the funds derived from annual assessments and any membership fees, the following:
- i. Maintenance and repair of any Common Areas and any fences surrounding the Subdivision or any other Phase and operational expenses of the Association.

- ii. Any water, electrical, lighting, or other necessary utility service for any Common Areas.
 - iii. Maintenance and repair of any water, drainage, sewer, or other utility lines in or serving any Common Areas.
 - iv. Liability insurance insuring the Association against any and all liability to the public, to any owner of a Lot, or to the invitees, tenants or contract purchaser(s) of any owner of a Lot, arising out of their occupancy and/or use of any Common Areas. The policy limits will be set by the Association, and will be reviewed at least annually and increased or decreased in the discretion of the Association.
 - v. Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.
 - vi. A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
 - vii. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which are necessary or proper in the opinion of the Board of Directors of the Association for the operation or maintenance of any Common Areas or of any fences surrounding the Subdivision or any other Phase, for the benefit of the owners of Lots, or for the enforcement of the Restrictions.
- C. Power and authority to fix and levy the annual assessments rests exclusively with the Board of Directors of the Association, and when determined and fixed by the Board of Directors of the Association as herein provided, same will be final, conclusive and binding upon each owner of a Lot, his heirs, successors and assigns, including contract purchasers.
- D. In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any equipment or other capital improvement upon any Common Areas, including fixtures and personal

property related thereto or for any fence surrounding the Subdivision or any other Phase; any special assessment must be approved by two-thirds (2/3rds) vote of the Members who are voting in person or by written proxy at a meeting of the Members duly called for this purpose.

- E. Written notice of any meeting called for the purpose of taking any action authorized under Section D. will be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) or more of all the votes will constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting will be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting may be held more than sixty (60) days following the preceding meeting.
- F. Annual and special assessments must be fixed at a uniform rate for all Lots as to which assessments have commenced under this Declaration and shall be collected on a quarterly basis or such other basis as may be determined by the Board of Directors of the Association.
- G. The first annual assessment will be adjusted according to the number of months remaining in the annual assessment period (whether a calendar or fiscal year, as determined by the Board of Directors of the Association). Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment will be sent to every owner subject thereto. The due dates will be established by the Board of Directors, subject to modification or repeal by a majority vote of the Members. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A certificate executed by a duly authorized officer of the Association as to the status of assessments on a Lot will be binding upon the Association as of the date of its issuance.
- H. Any assessment not paid when due will bear interest from the due date at the rate specified in the bylaws of the Association.
- I. To secure the prompt payment of the aforementioned assessments and charges, transfer fees, costs, attorneys' fees and interest, a lien is hereby created and granted for the benefit of the Association upon each Lot, and all improvements,

additions, fixtures and appurtenances hereafter placed thereon. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of any Common Areas or abandonment of his Lot.

- J. To secure and enforce the payment of said aforementioned assessments and charges, transfer fees, costs, attorneys' fees and interest, and for the auxiliary and cumulative enforcement of said lien created above, Developer has granted, sold and conveyed and by these presents does grant, sell and convey unto Robert B. Dunham, as Trustee, of Hardin County, Texas, and his substitute or successors, all of the Lots in the Subdivision and all improvements, additions, fixtures and appurtenances hereafter placed thereon TO HAVE AND TO HOLD the said premises, together with the rights, privileges and appurtenances unto the said Trustee, and to his substitutes, successors and assigns, forever. And Developer does hereby bind itself, its successors and assigns, to warrant and forever defend the said premises unto the said Trustee, his substitutes, successors and assigns forever, against the claim or claims of all persons claiming or to claim the same, or any part thereof, for and upon the following trust, terms, covenants and conditions: That whereas, Developer, its successors and assigns, and any owner and such owner's successors and assigns, may hereafter become justly indebted to the Association, as evidenced by the assessments described above; and should Developer, its successors and assigns, and any Owner, and such Owner's successors and assigns do and perform all of the covenants and agreements herein contained and make prompt payment of the assessments hereby secured as the same become due and payable, then no enforcement of this conveyance shall occur and this lien shall not be foreclosed. But should Developer, its successors or assigns or any Owner or such Owner's successors and assigns make default in the payment of any assessment hereby secured, or fail to keep or perform any one or more of the covenants herein contained, in accordance with the terms hereof, it will thereupon, at any time thereafter, be the duty of the Trustee, or his successor or substitute, at the request of the Association (which request is hereby conclusively presumed) to enforce this trust and make sale of the Lot on which the assessment or other amount due giving rise to a lien under the Restrictions is unpaid or the covenants of the then Owner of which have not been performed, as provided in Texas Property Code §51.002 (or its successor statute), after notice as provided in said Section and after such other proceedings as may be required by applicable law (but without any notice or procedure other than is required by said Texas

Property Code §51.002 at the time in question and any other applicable laws, including Chapter 209 of the Texas Property Code), and make due conveyance to the purchaser or purchasers, with general warranty binding Developer, its successors and assigns and such Owner and his heirs and assigns; and out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance, and then to the Association the full amount of assessments owing, interest thereon, a trustee's fee equal to five percent (5%) of all gross sales proceeds realized from such sales, and reasonable attorney's fees, rendering the balance of the sale price, if any, to the Owner of the Lot, his heirs or assigns; and the recitals in the conveyance to said purchaser or purchasers will be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale will be presumed to have been performed and such sale and conveyance will be conclusive against the Owner of such Lot, his heirs and assigns, except as may be otherwise provided by applicable law. The Association may be the purchaser of any foreclosure sale hereunder.

In the case of the absence, resignation, death, inability, failure or refusal of the Trustee herein named or of any substitute Trustee appointed hereunder to act, or in the event the Association deems it desirable to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in any of such events the Association will have the right (to be exercised through its Board of Directors) and is hereby authorized and empowered to appoint a successor and substitute trustee without any formality other than an appointment and designation in writing; and such appointment will vest in him, as Trustee, the estate and title in and to all said premises, and he will thereupon hold, possess and execute all the rights, title, powers and duties herein conferred upon the Trustee named herein; and the right to appoint a successor or substitute Trustee will exist as often and whenever from any of said causes any Trustee, original or substitute, cannot or will not act, or has been removed without cause. The exercise or attempted exercise of the power of sale herein contained will not exhaust said power of sale and will not prevent any subsequent exercise thereof.

Subject to the limitations imposed by applicable law, in the event of a foreclosure under the powers granted herein, the person in possession of said property will thereupon become the tenant-at-will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser will thereupon, at his or her option, be

entitled to institute and maintain the statutory action for forcible detainer and procure a writ of possession thereunder. This provision in no way precludes the purchaser from bringing any other legal action for possession of said property and the bringing of one character of action will not preclude the other, and the same may be exercised separately or simultaneously.

- K. The lien provided for herein is subject to all tax and special assessment liens in favor of any governmental body with taxing authority over the Lots and to the lien of a first mortgage or first deed of trust on a Lot of record prior to the delinquency in payment of the assessment on such Lot, including all unpaid sums secured by said lien. Sale or transfer of any Lot will not affect the lien under the Restrictions. No sale or transfer will relieve such Lot from liability for any amounts due from the owner of such Lot or from assessments thereafter becoming due or from the lien thereof.
- L. The following property subject to the terms of this instrument will be exempt from the assessments, charge and lien created herein: (a) all properties to the extent only of any easement or other interest therein dedicated affecting all of such property and accepted by the local public authority and devoted to public use; except that the existence of an easement on any Lot shall not exempt such Lot from full and uniform assessment as if such easement were not located thereon; (b) all Common Areas as described above; and (c) all property exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption. Notwithstanding any provision herein, no land or improvements devoted to dwelling use will be exempt from sale, assessment, charges or liens under the Restrictions.
- M. The assessment lien herein provided shall be and remain subordinate to the lien of any perfected first or second mortgage. A "first mortgage" is defined as a voluntary mortgage which has first and paramount priority under applicable law. A "second mortgage" is a voluntary mortgage which has second priority under applicable law to include, but not limited to home equity loans and "split mortgages." A sale or transfer of a Lot shall not affect the assessment lien hereon. However, the sale of a Lot pursuant to the foreclosure of a first or second mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to unpaid sums, charges or other amounts secured by such lien which accrued prior to such foreclosure sale or transfer in lieu thereof. No such sale or transfer shall relieve such Lot from liability for any assessments or such charges thereafter becoming due and payable or from the lien thereof. The holder of any first or second mortgage shall be entitled, upon written request

made to the Association, to written notification from the Association of any default by such holder's mortgagor (or grantor under a deed of trust or trust deed) in any obligation under this instrument or the Bylaws of the Association which is not cured within sixty (60) days from the date upon which such default occurred. Any mortgagee holding a first mortgage on a Lot may pay any unpaid assessment or other charges or amounts due and payable with respect to such Lot, and upon such payment such mortgagee shall have a lien on such Lot for the amounts paid to the Association of the same rank as the lien of its mortgage.

- N. Proper books and records will be kept with reference to all assessments, and each Owner may have access thereto at all reasonable times during business hours. The books and records will be kept in such a manner as to separately identify the payments and assessments for utility service, maintenance and capital improvements. No payment or assessment for an individual assessment account will be transferred or debited or credited to another account.
25. Architectural Control Committee: Before any building, fence, wall, dwelling, or other structure may be erected, altered, placed or permitted to remain on any Lot, the plans and specifications therefor must have been approved by the Architectural Control Committee, established under the Bylaws of the Association, as to the quality of workmanship and materials, compliance with the Restrictions, and harmony of external design with planned and existing structures. The proposed plans and specifications must include a plot plan showing the location of the structures and improvements, including walls and driveways, and a Lot drainage plan, acceptable to the Architectural Control Committee. Proposed plans and specifications must be submitted to the Architectural Control Committee no later than thirty (30) days before the proposed date for the start of construction, placement, erection, or installation of any such building, fence, wall, dwelling or other structure.
26. Development Period and Additional Development Period Limitations.
- A. The term "Development Period" means the period beginning on the date of these Restrictions and ending on the earlier of (a) the date when Developer owns no Lots in the Subdivision or in any Phase of the Subdivision, or (b) twenty-one (21) years after the date of acknowledgment below for this declaration.
- B. In addition to other limitations provided under these Restrictions or the bylaws of the Association, during the Development Period, only Developer, or persons expressly authorized by Developer, or to whom Developer grants all or a portion of its rights in any easements (an "Easement") shown on any Plat of the Phase or authorized under these Restrictions (an "Easement holder") may use an Easement for access, or for the

installation of easement facilities. Thereafter, the Board will have the use and control of the Easements in place of the Developer. An Owner may use that portion of the Owner's Lot lying within an Easement for any purpose that does not unreasonably interfere with the purpose of the Easement.

27. Developer has and shall continue to have the right to assign its rights as Developer under the Restrictions to any successor owner of any part of the 86.88 acre tract owned by Developer that may be, but has not yet been, included as part of the "Subdivision" under the Restrictions. Upon any such assignment, the term "Developer" shall refer to the assignee of such rights.

Date: 12/12, 2016

Boykin Homes and Land Sales, LLC,
a Texas limited liability company

By: _____

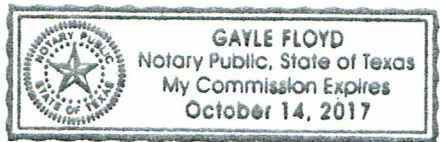
John J. Boykin, Jr., Member

STATE OF Texas §
COUNTY OF Hardin §

BEFORE ME, the undersigned authority, on this day personally appeared John J. Boykin, Jr., Member of Boykin Homes and Land Sales, LLC, a Texas limited liability company,
 known to me
 proved to me on the oath of _____ or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated on behalf of said limited liability company and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 12th DAY OF December 2016.



Gayle Floyd
SIGNATURE OF NOTARY

GAYLE FLOYD
TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF Texas

[SEAL]

My Commission Expires:
10/14/17

2016-70282
GLENDA ALSTON
COUNTY CLERK
2016 Dec 12 at 01:22 PM
HARDIN COUNTY, TEXAS
By: AW, DEPUTY