

**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
TIMBER FALLS SUBDIVISION, PHASES 1 AND 2**

THE STATE OF TEXAS §
 §
COUNTIES OF HARRISON §
AND GREGG §

This Amended Declaration of Covenants and Restrictions (this "Amended Declaration") is made effective as of August 15, 2023, by **TIMBER FALLS HOMEOWNERS ASSOCIATION INC, a Texas non-profit corporation** (the "Association"), as follows:

RECITALS:

A. Scott Newland was the Developer ("Developer") of that certain subdivision called Timber Falls Subdivision, Phase 1 and Timber Falls Subdivision, Phase 2.

B. Developer filed a subdivision plat of Timber Falls Subdivision, Phase 1, as shown in plat recorded under County Clerk's File No. 200706312, Official Public Records, Gregg County, Texas, and Cabinet B, Slide 97-A, Plat Records, Harrison County, Texas, and in Volume 3575, Page 135, Official Public Records, Harrison County, Texas.

C. Developer filed a subdivision plat of Timber Falls Subdivision, Phase 2, as shown in plat recorded under County Clerk's File No. 200815043, Official Public Records, Gregg County, Texas, and Cabinet B, Slide 112-B, Plat Records Harrison County, Texas, and Volume 3931, Page 281, Official Public Records, Harrison County, Texas.

D. Developer filed Covenants and Restrictions for Timber Falls Subdivision, Phase 1, recorded under County Clerk's File No. 200708223, Official Public Records, Gregg County, Texas, and Volume 3591, Page 170, Official Public Records, Harrison County, Texas.

E. Developer filed Covenants and Restrictions for Timber Falls Subdivision, Phase 2, recorded under County Clerk's File No. 200815042, Official Public Records, Gregg County, Texas, and In Volume 3591, Page 170, Official Public Records, Harrison County, Texas.

F. The Association, with the affirmative vote and approval of the Board of Directors of the Association, and with the affirmative vote and approval of Lot Owners who constitute not less than 67.0% of all Lot Owners in the Subdivision, in accordance with Section 209.0041(h) of the Texas Property Code, have voted to adopt and approve this Amended Declaration in order to amend the Covenants and Restrictions for Phase 1 and Phase 2 of the Subdivision as hereafter provided.

NOW, THEREFORE, the Association, with the affirmative vote and approval of 67% or more of all Lot Owners, hereby adopt the Covenants and Restrictions set forth below (herein called "Amended Restrictions"), which Amended Restrictions shall be applicable to the ownership, use, improvement and sale of each Lot within the boundaries of Phase 1 and Phase 2 of the Subdivision, and any contract, deed or other instrument covering any Lot within the Subdivision shall be conclusively held to have been executed, delivered and accepted subject to these Amended Restrictions, regardless of whether or not these Amended Restrictions are set out in or incorporated by reference in any such contract, deed or other instrument, to the extent as if fully set forth therein, and each of these Amended Restrictions shall be considered a covenant running with the land and shall inure to benefit of the Association and Lot Owners, their heirs, successors and assigns, and all subsequent owners of any Lot within the Subdivision, their respective heirs, legal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

As used in these Amended Restrictions, the terms set forth below shall have the meanings indicated:

1.1 "ACC" means the Architectural Control Committee established in this Declaration.

1.2 "Association" shall mean and refer to Timber Falls Homeowners Association Inc, a Texas non-profit corporation, created by Certificate of Formation filed in the Office of the Secretary of State of Texas on December 30, 2008 under Document No. 241321360002, and Certificate of Correction filed in the Office of the Secretary of State on February 9, 2009 under Document No. 245784770002.

1.3 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.4 "Common Area" shall mean all private streets, drainage easement and other common areas shown or identified on the recorded Plats of the Subdivision and dedicated by the Developer to the Association.

1.5 "Governing Documents" means this Amended Declaration, the Bylaws of the Association, and other dedicatory instruments as defined in Section 209.002 of the Texas Property Code.

1.6 "Lot" shall mean each lot shown as a separate lot on the recorded Plats of the Subdivision.

1.7 Member shall mean each Lot Owner, and in the event a Lot is owned by more than one person then all Owners of the Lot shall constitute one Member for purposes of voting as a Member of the Association.

1.8 Lot Owner shall mean any person, firm, corporation or other entity which owns a Lot.

1.9 Plat shall mean each recorded subdivision plat of the Subdivision, together with any amended plat or re-plat of the Subdivision approved by the City of Longview or other governmental authority having jurisdiction.

1.10 Residence shall mean a single family residence constructed on a Lot within the Subdivision.

1.11 Subdivision shall mean all of the Lots and land forming a part of Timber Falls Subdivision, Phases 1 and 2, as shown on the recorded Plats of the Subdivision.

ARTICLE II

USE RESTRICTIONS

2.1 Land Use.

(a) No Lot shall be used except for single family residential purposes. No building or structure shall be erected on any Lot other than one single family Residence and its customary and usual accessory structures, except as specifically prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartments, commercial, and professional uses (except for the initial construction and sale of single-family dwellings), drilling for oil, gas or other minerals or placing or maintaining on the premises any equipment, property, or structure of any kind incident to any oil, gas or other mineral operation. The storage of automobiles, road building equipment, trucks, or other machinery for the purposes of operating a contracting service or similar business from a Residence is expressly prohibited.

(b) No Lot may be clear-cut (removal of all trees), nor may healthy oak trees with a minimum diameter of 10 inches, measured 18 inches above ground level, be cut except as is necessary for construction of improvements.

(c) No retail business or other business involving the regular presence on the premises or within the Subdivision of customers, clients, patients, etc., shall be operated on any Lot within the Subdivision.

2.2 Construction Restrictions. All contractors shall have a TCEQ filed permit with the State of Texas at time construction begins, when wire backed silt fencing will be used. All construction entrances must have gravel or mulch in place to eliminate mud/dirt being tracked onto Subdivision roads or streets.

2.3 Structural Restrictions.

(a) Any Residence erected on any Lot shall have exterior wall construction material comprising at least seventy (70) percent of the total exterior wall area of brick or brick veneer, stone or stone veneer. It is provided, however, that the Architectural Control Committee shall have the discretionary authority to approve variances in the use and type materials if such design is deemed in keeping with the architectural quality of the Subdivision. Exterior wall material exclusive of the required masonry above shall be of standard structure. All mailboxes shall be constructed of brick or stone matching the Residence. Lettering on mailboxes and signs must be of professional quality.

(b) All shops and/or storage buildings must be constructed of brick or stone matching the Residence. The roofing material must also be the same as and matching the Residence. Any secondary structure plan must be reviewed by the Architectural Control Committee before any construction may begin.

(c) No Residence in excess of two and one-half (2-½) stories in height shall be erected on any Lot.

(d) No antenna (shortwave, CB, TV, etc.) may be erected on any Lot that is higher in space than 50 feet above the ground of the Lot on which the Residence is located.

2.4 Garages.

(a) Each Residence erected will include a minimum of a two-car garage and such garage shall not face the front of the existing street. The garage shall be constructed with a minimum width of 20 feet. All garages shall be a part of the Residence or shall be attached thereto by a breezeway or porte-cochere. It is provided, however, that the Architectural Control Committee shall have the authority to approve variances in the placement of any such garage and shall furnish evidence of such approval in writing.

(b) Set-back restrictions herein provided shall likewise apply to all garages.

2.5 Driveways. Plans and specifications for driveways shall be submitted along with building plans for approval by Architectural Control Committee. Driveway culverts shall be a minimum of 24 feet in length and shall have a minimum diameter as approved by the County, but in no event less than 18 inches. In order to match the concrete roads, only concrete will be accepted for driveways.

2.6 Drainage. Each purchaser of a Lot in the Subdivision shall develop the Lot in such manner as to avoid any significant diversion or alteration of the natural flow of water on and across said Lot.

2.7 Building Location. No structure of any type shall be erected on any Lot nearer to the front Lot line than 40 feet for ½ acre Lots and 50 feet for Lots 1 acre or more; and no structure of any type shall be erected closer to the interior side Lot lines or the rear Lot line than 20 feet. On corner Lots, no structure shall be erected closer to the side Lot line next to the street than 50 feet. No occupied Residence or additions may be constructed within 40 feet of the rear property line.

2.8 Minimum Living Area Requirements.

(a) For Lots in Phase 1, the minimum air-conditioned living area of floor space of each Residence shall not be less than 2,000 square feet for ½ acre Lots, and not less than 2,200 square feet for Lots 1 acre or more.

(b) For Lots in Phase 2, the minimum air-conditioned living area of floor space of each Residence shall not be less than 2,500 square feet.

(c) The width of the front of the main structure shall be in harmony with other Residences in the Subdivision.

(d) No mobile, trailer, modular or prefabricated homes shall be delivered or erected on any Lot in the Subdivision.

2.9 Temporary Structures, Mobile or Modular Homes.

(a) No mobile, trailer, modular or prefabricated homes shall be delivered or erected on any Lot in the Subdivision. The intent of this clause shall be to preclude the use of “manufactured” houses, either delivered in whole or in components for erection on site.

(b) No structure of a temporary character shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.10 Relocation of Buildings. Construction of new buildings only shall be permitted within the Subdivision. It is the intent of this covenant to prohibit the moving of any existing structure onto a Lot and remodeling or converting same into a Residence.

2.11 Fences. Any fence built by a Lot Owner which extends past the front of the Residence must be approved by the Architectural Control Committee. No chain link, barbed wire, chicken wire, hog wire, or similar fence shall be allowed. However, small pens suitable for the confinement of domestic pets as provided herein may be constructed of chain link. The Owner of any Lot adjoining Farm Market Highway No. 2879 shall be allowed to construct a privacy fence up to 8 feet in height.

2.12 Roofs.

(a) All Residences constructed on a Lot will provide for a roof pitch of 10" in 12" minimum and 12" in 14" maximum. Any deviation of roof pitch must be approved by the Architectural Control Committee. The roof may be constructed with wood shingles or shakes, concrete tile or composition shingles weighing a minimum of 240 pounds per square (10' X 10'), and a minimum 25 year warranty with rustic color.

(b) Other types of roofing may be approved by the Architectural Control Committee, but only after specific review and approval.

2.13 Vehicles. Trucks, buses, or any vehicles with tonnage of $\frac{3}{4}$ ton shall not be permitted to park on the streets, driveways or Lots overnight. Personally owned, non-commercial pickup trucks up to 1 ton are exempted from this paragraph. Vehicles of any size which normally transport flammable or explosive cargo may not be kept in the Subdivision at any time. No motor home, travel trailer, camper, boat, boat trailer, motorcycle or inoperable automobile will be left on the street or parked in the front or side yards of any Lot. Such vehicles, if parked or stored on a Lot, shall be in the backyard. No junk cars, cars not in running condition, or cars without current license plates and registration may be kept in the Subdivision unless they are inside a closed building or storage.

2.14 Pets, Livestock and Poultry.

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. No Lot Owner shall keep domestic animals in a number in excess of that which may be used for the purpose of companionship of the private family, but in no event more than two grown dogs and two grown cats. Domestic animals may be quartered on the premises as pets. All dogs must be confined to the Owner's Lot at all times except when on leash. Dogs are not allowed to run at large in the Subdivision.

(b) The term "domestic animals" specifically excludes hogs, sheep, cattle, goats, guinea, fowls, pea fowls, chickens, turkeys or other animals that may interfere with quietude, health or safety of the community.

2.15 Signs. No signs or flags for advertising purposes shall be displayed to the public view by Lot Owners or builders, excepting only signs of customary dimensions (2' x 3' maximum) advertising a Lot or home for sale.

2.16 Garbage and Refuse Storage and Disposal. Garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition and shall be stored in the back yard of all Lots. No garbage or other waste will be stored in the side yards or front yard of any Lot. No Lot shall be used or maintained as a dumping ground for rubbish or trash. Each Lot Owner must arrange for or contract for the regular removal of all household garbage from the premises. No household garbage shall be burned, buried or otherwise disposed of on a Lot or within the Subdivision.

2.17 Septic Systems. Each Buyer must install an aerobic system and drain field, on the Lot which meets all State and County requirements prior to occupying any Residence on the Lot. All septic systems must be maintained in such a manner as not to constitute or create a nuisance.

2.18 Debris and Mowing.

(a) Lot Owners, whether a Lot is built on or not, must keep each Lot free of debris. If at any time, a Lot Owner shall fail to control debris that is on a Lot, the Association shall have the right to go on said Lot and clean and bill the Lot Owner of record for charges. The assessments, together with interest thereon and costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon, shall be the personal obligation of the Owner of such Lot at the time when the assessment occurred. Each and every Lot Owner within the Subdivision, by the acceptance of a deed or other conveyance of such Lot, shall be deemed to covenant and agree to pay such assessments.

(b) The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

(c) Should any Residence or outbuilding be damaged beyond repair by fire, wind, or other acts of God, the remaining wood and debris shall be taken down and disposed of properly within thirty days of such act or the Association, after written notification of intent to do so, may cause such removal and have the cost charged to the Lot Owner and assessed as a lien against the Lot as outlined above.

(d) Each Lot Owner shall mow, or cause to be mowed, the Lot and right-of-way adjacent to said Lot, at least three times per year, once between April 1 and June 15, once between June 15 and August 15, and once between August 15 and October 31. The Association may, but shall not be required to, cause each mowing to be performed and billed to the Lot Owner and assessed against the Lot as outlined above.

2.19 Grass. Each Lot Owner shall have 30 days to sod the yard upon completion of construction.

2.20 Nuisances and Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of the neighborhood.

2.21 Easements. All easements shown on the Plats of the Subdivision for the purposes of installation and maintenance of public utilities and all easements hereafter granted for such purposes shall be strictly observed by each Lot Owner and shall not be in any manner obstructed so as to defeat or hinder any such easements.

2.22 Resubdivision. No Lots within the Subdivision shall be divided into two or more parcels.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.1 Establishment.

(a) Purpose. The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, buildings, structures and other improvements within the Subdivision are aesthetically compatible and conform to the Governing Documents.

(b) Members. The ACC consists of at least three (3) persons, but not more than five (5) persons, appointed by the Board. The Board may remove or replace an ACC member at any time. A person may not be appointed or elected to serve on the ACC if the person is:

- (i) A current Board member;
- (ii) A current Board member's spouse; or
- (iii) A person residing in a current Board member's household.

(c) Term. ACC members serve until replaced by the Board or they resign.

(d) Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners may be provided a copy of any standards.

3.2 Plan Review.

(a) Required Review by ACC. No Residence, improvement, building or structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence, improvement, building and other structures depicted horizontally and vertically, all in the form and detail the ACC may require.

(b) Procedures.

- (i) Complete Submission. Within fifteen (15) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by

the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

- (ii) Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

(c) Appeal. An Owner may appeal any action of the ACC to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:

- (i) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- (ii) inform the Owner that the Owner may request a hearing under Subsection (d) on or before the 30th day after the date the notice was mailed to the Owner.

(d) The Board shall hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.

(e) During a hearing, the Board or the designated representative of the Association and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner under subsection (d).

(f) The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.

(g) The Association or the Owner may make an audio recording of the meeting.

(h) The Board may affirm, modify or reverse, in whole or in part, any decision of the ACC as consistent with this Declaration.

3.3 Variance. The ACC, may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) this Amended Declaration, or (ii) the minimum acceptable construction standards or regulations and requirements as promulgated from time to time

by the ACC. The ACC shall have the right to grant a variance from the building setback line restrictions. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ACC. If any such variances are granted, no violation of the provisions of this Amended Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Amended Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance effect in any way the Lot Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plats.

3.4 Builder Approval. The ACC must approve the builder engaged by any Lot Owner to construct a Residence on any Lot in the Subdivision as a condition to approval of plans as provided in this Article III.

ARTICLE IV

TIMBER FALLS HOMEOWNERS ASSOCIATION

4.1 The Association has the powers of a nonprofit corporation and the property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

4.2 The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Lot Owners will be provided a copy of any rules.

4.3 Every Lot Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has one class of voting Member and each Lot Owner shall have one vote for each Lot owned.

4.4 The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.

4.5 An Assessment is a personal obligation of each Lot Owner when the Assessment accrues.

4.6 Assessments are secured by a continuing vendor's lien on each Lot as reserved by the Developer and assigned to the Association. By acceptance of a deed to a Lot, each Lot Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

4.7 Each Lot is subject to Assessments upon conveyance of the Lot by the Developer.

(a) Regular Assessments are levied by the Board to fund the anticipated operating and maintenance expenses of the Association.

(b) Regular Assessments may be changed annually by the Board, provided, that the Regular Assessment may not be increased by more than twenty percent (20.0%) of the Regular Assessment for the prior year. Written notice of the Regular Assessment will be sent to every Lot Owner at least thirty (30) days before its effective date.

(c) Regular Assessments will be collected annually in advance, payable on February 1st of each year. The Board may change the due date of Regular Assessments.

4.8 In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Lot Owner.

4.9 Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

4.10 The Board may levy a fine against a Lot Owner for a violation of the Governing Documents as permitted by law.

4.11 The lien granted and reserved to the Association is subordinate to any lien granted by a Lot Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

4.12 Any Assessment not paid within ten (10) days after it is due is delinquent. A late charge of ten percent (10%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of eighteen percent (18%) per year. The Board may change the late charge and the interest rate.

4.13 The Lot Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

4.14 The Association may foreclose the Association's lien against a Lot by power of sale as permitted by law, subject to compliance with all prerequisites to foreclosure under Chapter 209 of the Texas Property Code. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.

4.15 The Association may bring an action against an Lot Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. A Lot Owner may bring an action against another Lot Owner to enforce or enjoin a violation of the Governing Documents.

4.16 The Association may access a Lot Owner's Lot to remedy a violation of the Governing Documents.

4.17 The Association shall adopt reasonable guidelines to establish an alternative payment scheduled by which a Lot Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties as provided by Section 209.0062 of the Texas Property Code. The Association shall file the Association's guidelines under this section in the Real Property Records of the County in which the Property is located.

4.18 A Lot Owner is liable to the Association for damage to Common Areas caused by the Lot Owner or the Lot Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

ARTICLE V

DURATION OF RESTRICTIONS; AMENDMENTS

5.1 Term. The provisions hereof shall run with the land and Lots in the Subdivision and shall be binding upon all Lot Owners and all persons claiming under them for a period of twenty (20) years from the date this Amended Declaration is recorded, after which time this Amended Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than sixty-seven percent (67.0%) of the Lot Owners has been recorded agreeing to amend or change, in whole or in part, this Amended Declaration.

5.2 Amendments. This Amended Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed, ballots voting for such amendment, of not less than sixty-seven percent (67.0%) of all of the Lot Owners of the Subdivision. There shall be one vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. If the Amended Declaration is amended by a written instrument signed by those Lot Owners entitled to cast not less sixty-seven percent (67.0%) of all of the votes of the Lot Owners of the Association, such amendment must be approved by said Lot Owners within three hundred sixty-five (365) days of the date the first Lot Owner executes such amendment. The date a Lot Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Lot Owner. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Gregg County, Texas, and Harrison County, Texas, accompanied by a certificate, signed by a majority of the Board, stating that the required number of Members executed the instrument amending this Amended Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination. The Lot Owners shall not amend this Amended Declaration in such a manner as to increase the priority of the Association's lien for the Assessment Charge or any other charge or assessment as against any lienholder, without

the affirmative unanimous vote to do so of all Lot Owners and lienholders directly affected thereby. Furthermore, no amendment to this Amended Declaration which adversely affects the rights or security interests of any holder of a lien to which the lien described in section 4.6 hereof has been subordinated pursuant to section 4.11 hereof shall become effective unless and until approved, in writing, by such lienholder.

ARTICLE VI

GENERAL PROVISIONS

6.1 Enforcement. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of these Restrictions, the Association and/or each purchaser, grantee or Lot Owner of any Lot may institute and prosecute any proceeding at law or in equity or both to abate, prevent or enjoin any such violation or attempted violation or to recover damages. In the event any such proceedings are initiated, the party initiating any such proceedings shall be entitled to recover against any violator all expenses incurred in connection therewith, including court costs and attorney fees. No delay in enforcing the provisions of this Amended Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation thereof at any later time or times. Further, the failure by any party entitled to enforce these Restrictions shall in no way be deemed a waiver of the right to do so thereafter for the same or similar violation.

6.2 Fine for Violation. In addition to and without limiting the enforcement rights and remedies set forth in Section 6.1 of these Restrictions, in the event of any violation of these Restriction the Association shall have the right to impose a fine against the violating Lot Owner in an amount not exceeding \$50.00 per day for each violation during the continuance of any violation of these Restrictions, and the Association's decision regarding the imposition of any such fine shall be final and binding on all concerned parties; provided, that upon written request to the Association by the violating Lot Owner, the Association shall call a special meeting of the Board of the Association to consider an appeal by the affected Lot Owner of the fine imposed against the Lot Owner, and in the event of an appeal a majority vote of the Board shall be final and binding upon all concerned parties. Any fine imposed by the Association pursuant to these Restrictions shall be paid within thirty (30) days of the date of written notice from the Association to the affected Lot Owner. In the event the affected Lot Owner fails to make payment of any fine within such thirty (30) day period, the Association shall have the power and authority to make and declare a special assessment against the affected Lot Owner to collect such fine in the same manner as provided for other special assessments under Article V of these Restrictions.

6.3 Invalidation and Severability. The invalidation by any court of any reservation, covenant or restriction herein or in any contract or deed shall not impair the full force and effect of any other reservation, covenant, or restriction.

6.4 Acceptance of Amended Declaration. The provisions hereof are hereby made a part of each contract and deed in respect to any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth, and each Lot Owner contracting for or accepting a conveyance of any Lot agrees to fully comply with and be bound by all of the provisions in this Amended Declaration.

6.5 Gender. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

6.6 Captions. The captions used in connection with all articles and paragraphs contained in this Amended Declaration are for convenience only and shall not be controlling in the construction of any provisions hereof or limit the meaning of the language used in any article or paragraph.

6.7 This Amended Declaration shall amend and supercede the original recorded Covenants and Restrictions for Phase 1 and Phase 2 of the Subdivision identified in Recital paragraphs D and E of this Amended Declaration in its entirety

Executed effective as of the 15th day of August, 2023.

ASSOCIATION:

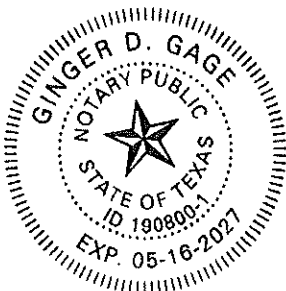
TIMBER FALLS HOMEOWNERS ASSOCIATION
INC, a Texas non-profit corporation

By: Todd Parks
Todd Parks, President

STATE OF TEXAS §

COUNTY OF GREGG §

This instrument was acknowledged before me on August 25, 2023 by TODD PARKS, President of TIMBER FALLS HOMEOWNERS ASSOCIATION INC, a Texas non-profit corporation, on behalf of said corporation.



Ginger D. Gage
Notary Public, State of Texas