

"ORIGINAL FILED BUT NOT COMPARED"

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF PAGE CREEK TRAIL SUBDIVISION, UNIT 1 (Applies to property platted as Page Creek Trail Subdivision, Unit 1 and such other Properties as are subsequently platted and made subject hereto)

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ATSY COOK CO CLERK, HARRISON CO DEPUTY

STATE OF TEXAS § KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF HARRISON §

This Declaration is made as of the 10th day of August, 2017, by the owner of all the property constituting PAGE CREEK TRAIL SUBDIVISION, hereinafter called the "Undersigned".

WITNESSETH

The Undersigned are the owners of the real property in Harrison County, Texas described in Article II, Section 1 of this Declaration and desires to create thereon a uniform plan for the improvement and sale of said properties in PAGE CREEK TRAIL SUBDIVISION, UNIT 1; and

The Undersigned desire to provide for the preservation of values and amenities in said properties, and to this end desire to subject said real property described in Article II, Section 1, together with such additions as may hereafter be made thereto (as provided in Article II, Section 2) to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

The Undersigned have deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

NOW, THEREFORE, the Undersigned hereby declares that the real property described in Article II, Section 1 hereof, together with such additions as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions and easements, charges and liens sometimes referred to herein as "Restrictions, Covenants and Conditions" hereinafter set forth.

ARTICLE I. Definitions

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise indicated), shall have the following meanings:

- a. "Association" shall mean and refer to Page Creek Trail Homeowners'

Association, a Texas unincorporated non-profit association which is to be created after the date hereof, its successors and assigns (“HOA”).

- b. **"Board"** shall refer to the Board of Directors of the Association.
- c. **"Common Properties"** shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties, other than Lots, and intended to be devoted to the common use and enjoyment of the members of the Association, including, but not limited to the entrance and development sign, landscaped areas within street right of ways, HOA Park Areas and Tree Preservation/Green Belt areas, sidewalks, privacy fencing, retaining walls, security lighting, pavilion(s) and picnic tables (if any) within HOA Area(s), private storm sewer and private drainage easements within HOA Area(s).
- d. **"Declaration"** shall mean and refer to this Declaration of Restrictions, Covenants and Conditions of Page Creek Trail Subdivision.
- e. **"Developer" or "Declarant"** shall mean Longview Page Creek, LLC, a Texas limited liability company, its successors or assigns.
- f. **"Governing Instruments"** shall mean and refer to any Articles of Association, Bylaws and Rules and Regulations or other documents established by the Association.
- g. **"Hazardous Materials"** shall mean (a) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) petroleum products and polychlorinated biphenyls; (e) any substance and presence of which on the Property is prohibited by any government requirement; and (f) any other substance which by any government requirement requires special handling in its collection, storage, treatment, or disposal.
- h. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties with the exception of Common Properties as herein defined.
- i. **"Member"** shall mean and refer to every person or entity who holds membership in the Association.
- j. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of The Properties, including a purchaser under contract from Developer, but notwithstanding any applicable theory of the mortgagee, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu

of foreclosure.

- k. **"Residential Unit(s)"** shall mean and refer to any building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- l. **"Rules and Regulations"** shall mean the rules adopted from time to time by the Association concerning the management and administration of the Properties for the use and enjoyment of the Owners.
- m. **"The Properties"** shall mean and refer to all existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

ARTICLE II.

Properties Subject to this Declaration: Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and located in Harrison County, Texas, and more particularly described as a 13.140 acre tract of land in the Alexander Jordan Survey, A-360, Harrison County, Texas, and which is designated PAGE CREEK TRAIL SUBDIVISION, UNIT 1, plat recorded at Cabinet B, Slide 160-A, Official Public Records, Harrison County, Texas, shall hereafter be referred to as "Existing Property." **"SEE EXHIBIT A" attached hereto.**

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- a. **Other Additions.** "Developer" shall have the right to bring within the scheme of this Declaration additional properties or units now owned or hereafter acquired by Developer. Additional Units or phases may be designated by the filing of additional plats of record; and the Properties shown on said plat shall automatically become subject to the terms and provisions of this Declaration.
- b. **Procedures.** Any additions authorized under this Section shall be made by filing of record a Supplemental Declaration of Restrictions, Covenants and Conditions by Developer with respect to the additional property, which shall extend the scheme of the Restrictions, Covenants and Conditions of this Declaration to such Residential Units and other properties so designated. Such Supplemental Declaration shall contain such complementary additions and modifications of the Restrictions, Covenants and Conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental

Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

ARTICLE III.

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including purchasers under contract from Developer, shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

Section 2. Voting Rights. The Association shall initially have two classes of voting membership.

- a. **Class A.** Class A members shall be all those owners as defined herein, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.
- b. **Class B.** The Developer, or its successors and assigns, shall be the sole Class B member and shall be entitled to three (3) votes per lot until one hundred percent (100%) of all lots in The Properties have been sold and Living Units constructed thereon. At such time Class B membership shall be dissolved, and thereafter there shall only be Class A voting membership in the Association. The Developer shall have the authority to dissolve the Class B membership at such other time as he may elect to do so.

ARTICLE IV.

Association Management and Control

Section 1. Homeowners' Association. The Homeowners' Association shall be organized as an unincorporated nonprofit association, operating under the name of PAGE CREEK TRAIL SUBDIVISION HOMEOWNERS' ASSOCIATION, is charged with the duties and vested with the powers prescribed by law, in its Articles of Association and Bylaws, and is charged with the exclusive management and control of the Common Properties after title to the Common Properties is conveyed to the Association.

Section 2. Membership Meetings. Meetings of the members shall be called, held and conducted in accordance with the requirements and procedures set forth in the Bylaws of the Association.

Section 3. General Powers and Authority. The Association shall have all the powers, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts which may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to the following:

- (a) The power to establish, fix, and levy assessments against the Owners in accordance with the procedures set forth in Article VI of this Declaration and subject to the limitations therein.
- (b) The power to adopt reasonable operating rules and regulations governing the use of the Common Properties and the facilities, if any, located thereon, as well as the use of any other Association property.
- (c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Rules and Regulations either in its own name and on its own behalf or on behalf of any consenting Owner.
- (d) The right to discipline members for violation of any provisions of the Governing Instruments or Rules and Regulations by suspension of the violator's voting rights, privileges for use of the Common Properties, or by imposition of monetary penalties, subject to the following limitations:
 - (i) The accused member must be given an opportunity to be heard with respect to the alleged violation.
 - (ii) Any suspension of privileges and/or imposition of monetary penalties shall be reasonably related to the member's violation.
- (e) The Power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, employees, or agents as are permitted to be retained under the Governing Instruments.
- (f) The right through its agents or employees, to enter any lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practical, and any damage caused thereby shall be repaired by the Association at its own expense.

Section 4. Obligations of Association.

At such time as the Common Properties are transferred to the Association, all obligations of Developer shall be accepted by the Association.

ARTICLE V.

Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the terms, conditions and provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties. In addition, any member may delegate, in accordance with the Bylaws of the Association and such reasonable rules and regulations as the Association may promulgate from time to time, his right and easements of enjoyment to the Common Properties to members of his family, his guests, his tenants or contract purchasers who reside on the property.

Section 2. Title to Common Properties. Developer may retain the legal title to the Common Properties until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer covenants, for itself, its successors and assigns, that the Common Properties may be conveyed to the Association when seventy-five percent (75%) of all Lots in The Properties have been sold and Living Units constructed thereon and seventy-five (75%) of the Lots contained in the residue of 20.746 acres shown in the plat as "Future Development" are sold and Living Units and constructed thereon.

Section 3. Extent of Members' Easements. The rights of easement of enjoyment created hereby shall be subject to the following:

- a. The right of Developer and of the Association, in accordance with its Articles of Association and Bylaws, to borrow money and mortgage said Common Properties for the purpose of improving the Common Properties and facilities. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c. The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of the Common Properties of any Member for any period during which any assessment remains unpaid for a period not to exceed thirty (30) days and for any infraction of its published Rules and Regulations; and
- d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, or any part of them; and
- e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes, subject to the approval of the City of Longview, and subject to such conditions as may be agreed to

by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast sixty-six and two-thirds percent (66 2/3%) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof; and

- f. The rights of the Association to make such reasonable rules and regulations regarding the Properties and the use of the Common Properties by the Members and other persons entitled to such use.

ARTICLE VI.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- a. annual assessments of charges; and
- b. special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. Separate annual or special assessments shall be made upon each Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and improvements placed on reserved easements, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto on the Common Properties, and for the costs of labor, equipment, materials, management and supervision thereof of the Common Properties.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments based on Regular Monthly Assessments, shall begin on the date of the initial conveyance of any Lot by the Developer, and the initial annual assessment for the Owner of each Lot shall be determined in advance by the Developer/Board. Regular Monthly Assessments levied by the Developer or Board shall be \$75.00 per month for each Lot owned which is a total annual assessment of Nine Hundred and No/100 Dollars (\$900.00) per year for each Lot owned. The Board may increase

the annual assessment each year by not more than 15% above the maximum annual assessment for the previous year without a vote of the Members. The maximum annual assessment may be increased by more than 15% in any year if approved by a vote of two-thirds (2/3) of each class of Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose. In addition, the Developer/Board may modify this Section to change the Regular Monthly Assessments to quarterly, semi-annual or Annual assessments.

For any person who is not a family member and who occupies or leases the Owner's residence, Owner will pay 1.5 times the monthly dues for a total monthly assessment per month. It is the Owner's responsibility to notify the Association within thirty (30) days of occupancy by non-family. Lease of any property in the neighborhood shall have a line in it for the renter to sign saying that they have read and agree to abide by the Bylaws and the Declaration of Restrictions, Covenants and Conditions of the Page Creek Trail Subdivision.

The annual assessments provided for herein shall first become due and payable on the date of closing of the initial sale of the Lot from the Developer in an amount equal to a pro rata share of the annual assessment calculated from the date of closing through the end of the year, and thereafter as set by resolution of the Board. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Annual and Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section Three (3) 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be determined by the Board.

Section 5. Quorum for any Action under Section 4. The quorum for any action authorized by Section 4 shall be as follows:

- a. At the first meeting called as provided in the Bylaws of the Association, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum.
- b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in the Bylaws of the Association, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall, prior to the initial conveyance of any Lot, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessments and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessments, a certificate, in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Association for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; Violation of Covenants or Rules; Personal Obligations of Owner; Lien; Remedies of Association.

(a) If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessment, provided for herein by non-usage of the Common Properties, or abandonment of his property.

(b) In the event any Owner violates any of the covenants or provisions of this Declaration or the Rules and Regulations of the Association, the Board of Directors of the Association shall have the right and authority to impose a fine on the owner in violation thereof for such sum as the Board of Directors may deem appropriate and reasonable under the circumstances, taking into consideration the severity of any such violation and whether or not any such violation continues after the Owner receives a written request from the Association to cure or cease any such violation. Any fines so imposed upon an Owner by the Board of Directors shall not exceed Two Hundred Fifty Dollars (\$250.00) for any single violation. In the event a fine is imposed on an Owner pursuant to this Section, the fine shall constitute a contractual obligation of the Owner to the Association and shall be payable to the Association at the same address as the Regular Monthly assessments or Special assessments within ten (10) days from the Owner's receipt of a demand therefor. Such fine imposed shall become a continuing lien on Owner's lot or lots, which shall bind such lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may enforce collection of any such fine in the same manner as provided in Article VI herein.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property for liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article I, Section 1.c.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.
- d. All unimproved lots owned by Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII. Architectural Control

No trees shall be removed except on utility and drainage easements as required in furnishing of utility services, and no building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by an Architectural Control Committee ("Committee"). This Committee shall be composed of one (1) or more representatives appointed by the Developer until seventy-five percent (75%) of all lots in The Properties have been sold and Living Units constructed thereon, and seventy-five (75%) of the Lots contained in the residue of 20.746 acres shown in the plat as "Future Development" are sold and Living Units and constructed thereon at which time the Members of the Committee shall thereafter be appointed by the Association. The Committee shall maintain records of any action taken. In the event the Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VIII.
Restrictive Covenants

In addition to the restrictions contained in Exhibit "B" attached hereto the following shall also apply:

Each of the specifically numbered lots shown upon any recorded residential Subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

- a. All Lots shall be used for single family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any residence situated upon any lot or lots. Without in any manner limiting the foregoing, no church, duplex, or multifamily residential structure shall be placed or permitted on any lot, or portion of any lot.
- b. All dwellings and accessory structures shall be erected and maintained behind the building lines shown on the Lot of any recorded plat. No accessory structure shall be erected and maintained closer than three feet (3') to any property line.
- c. No sports related structures such as baseball backstops, tennis courts, football goal posts or basketball goal shall be permitted in front of any residence. No playground equipment or portable swimming pools shall be permitted in front of any residence.
- d. No parking of trailers, boats, boat rigging, bus, motor homes, or similar vehicles, modular or manufactured type housing is permitted in Page Creek Trail Subdivision exceeding 24 hours. No consistent parking on the street. No parking around the mailbox areas. If parking becomes a hazard and/or impedes emergency vehicles or neighborhood roadways, cars must be parked in resident driveways.
- e. All dwellings shall be constructed to front on the street on which the lot fronts unless any lot in question fronts on two streets, in which case the dwelling may be constructed to front on either street or partially on both.
- f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall not be less than 1,350 square feet.
- g. No dwelling, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same have been approved by the Architectural Control Committee.
- h. All driveways shall be concrete. Asphalt driveways are expressly prohibited.

- i. No fence, wall or hedge shall be placed on any Lot nearer to any front street than is permitted for the house on said Lot; no fence, wall or hedge shall be placed on any portion of the sites with a greater height than six (6) feet. Except as otherwise permitted by the Architectural Control Committee, no wire or woven fence is permitted on any part of any Lot.

Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach on adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

No Lot Owner may have direct gate access to the HOA park area(s) or the HOA Area Tree Preservation/Green Belt area(s) through their rear or side fence lines.

- j. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any portion of the Property cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the peace and quiet and health and safety of the community. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the Residence and if outside the individual fenced enclosure must be on a leash and in control at all times (with the exception of any dog park(s) established within the HOA areas). It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining lots. Residents must police the animal's waste outside their own yard and in HOA Areas. All animals must be properly registered and tagged for identification in accordance with local ordinances.
- k. No noxious or offensive acts or activity shall be conducted upon any Lot or Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- l. No sign of any character shall be displayed to the public view on any Lot except for (i) one professionally fabricated sign of not more than five (5) square feet advertising the property for sale, (ii) signs used by Declarant or a builder to advertise the property during construction and sales period, and (iii) political signs advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than a reasonable period of time (in no event to exceed thirty (30) days in advance of the election to which they pertain) and are removed within fifteen (15) days after the election. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.
- m. All radio, television or other aerials shall be constructed at the rear of the residence and must be of metal construction. No radio, television or other aerials shall extend more than fifteen (15) feet above the highest point of the roof of any dwelling or

residence and no such aerals may be maintained on any lot not containing a dwelling except as may be approved by the Architectural Control Committee.

- n. No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.
- o. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnel, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot. This Section is subject to the rights of any outstanding mineral ownership.
- p. No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street) shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a construction trailer) on a specifically permitted Lot during construction of the residence thereon. Unless Declarant or the Architectural Control Committee has given its written approval, and subject to the provisions of the applicable development codes and local ordinances of the City, no building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.
- q. All houses and structures permitted shall be completed within twelve (12) months from date of commencement of the construction. No structure shall be occupied unless and until the premises are connected in a proper way with a public water system, utility district, private utility or water corporation, state-approved septic system or a public sewer system.
- r. Specifically exempted from the provisions of this Section are activities by the Developer carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by it are completed.
- s. All walkways and flat work in front of dwelling must be poured concrete material and must conform to the minimum property standards of the City of Longview.
- t. If a retaining wall becomes desired or necessary, it shall be constructed of brick,

stone, or concrete.

- u. No railroad ties or landscape timbers for purposes of landscaping are permitted in the front yard of the residence.
- v. Garbage cans and recycle bins must be placed completely out of sight to the street at all times, except on collection days.
- w. Garage doors should remain closed unless in use.
- x. No individual water tower or other independent source of water supply shall be permitted on any Lot.
- y. No individual sewage disposal system shall be permitted on any Lot.
- z. No surface or outside toilets or other waste disposal facility of any kind or character shall be constructed or maintained on any lot; provided, however, a builder may use a portable toilet or waste disposal facility during construction of the residence, but any such portable facility must be immediately removed upon completion of the residence. The sanitary sewer system of all residences and other structures shall be connected to the sewer system of the City of Longview.
- aa. No air conditioning apparatus shall be installed on the ground in front of a residence or otherwise in public view. No air conditioning apparatus shall be attached to any front wall or window of a residence or otherwise in public view. No evaporative cooler shall be installed on the front wall or window of a residence or otherwise in public view.
- bb. Outdoor clothes lines and drying racks visible to adjacent lots are prohibited. Owners or residents of lots where the rear yard is not screened by solid fencing or other such enclosures shall construct a drying yard or other suitable enclosure or screening to shield from public view clothes drying racks, yard maintenance equipment and/or storage of materials.
- cc. Except within fireplaces in the main residential dwelling and equipment for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.
- dd. All exterior mechanical equipment, including, but not limited to HVAC equipment, shall be located on the side or rear yard of each lot and shielded from public view from any adjacent street.
- ee. All utilities shall be installed underground. No gas meter shall be set nearer the street than the front or side of the residence unless the meter is designed for and installed underground.
- ff. No above-ground swimming pools shall be erected, constructed or installed on any

- lot. Jacuzzis, whirlpools or spas approved by the Architectural Control Committee shall not be considered an above-ground pool for the purposes of this provision.
- gg. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which lights are traditionally displayed, all exterior lights must be approved by the Architectural Control Committee.
- hh. As to any improvement by a person or entity other than Declarant, landscaping of each lot shall be completed within thirty (30) days, subject to extension for delays caused by inclement weather, after the residence construction is completed and shall include sodded front, rear and side yards with a fully functional sprinkler system.
- ii. All trees, shrubs, vines or plants which die shall be promptly removed from the lot.
- jj. No Lot may be resubdivided, subject to the reserved rights of the Developer as provided herein.
- kk. In the event that all or any part of an Owner's improvements on any Lot are damaged by fire or other casualty, Owner shall promptly either (a) remove from such Lot the debris and damaged building material or other damaged property caused by such damage and secure same so that it will not constitute a hazard or menace to public safety or health; or (b) repair or replace said damage or loss. In either event, such action is to be completed within ninety (90) days of the date of such damage or loss, unless an extension of time is granted in writing by Developer/HOA at Developer/HOA's sole and absolute discretion.
- ll. No person shall engage in picketing on any Lot, easement, right-of-way, Common Area within or adjacent to the Development, nor shall any vehicle parked, stored or driven in or adjacent to the Development bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner, Declarant or any builder
- mm. The placement, holding, locating, disposal, manufacture, storage, or dumping of any Hazardous Materials on any Lot is prohibited.
- nn. Any restriction may be waived or varied by the Developer/HOA within the Developer/HOA's sole and absolute discretion. Any such waiver or variance executed by Developer/HOA shall be filed in the County Clerk's office of Harrison County, Texas with respect to the affected Lot and at the Lot Owner's expense.
- oo. The use or discharging of firearms shall not be permitted. No hunting of any type shall be permitted within the Subdivision.

ARTICLE IX
Maintenance

Each Owner will enjoy yard care consisting of mowing, edging, and blowing year round by the person or persons hired by the Association and paid out of the Regular Monthly Assessments. The Association will also insure that HOA Areas are properly maintained, including, but not limited to the sidewalk at the front of each Lot.

Except for those portions which the Association is required to maintain or repair, each Owner shall at his sole cost and expense, maintain or repair his Lot and/or Residential Unit, and keeping the same in a condition comparable to the condition of such Residential Unit at the time of its initial construction, excepting normal wear and tear.

Cluster mailboxes will be provided in at least one designated area and the HOA shall be responsible for the maintenance of these mailboxes, except due to intentional acts of destruction, negligence of a Lot Owner, or his invitees, guests, representatives or agents. Retaining walls and privacy fencing located within the HOA Areas shall be maintained by the Homeowner's Association. All other retaining walls and privacy fencing shall be maintained by each owner.

Developer (and the HOA after Developer's development of the Subdivision and construction is completed) shall be responsible for all electricity and water expenses with the HOA areas. The HOA entry median will have a lighted development sign and appropriate landscaping and sprinkler system.

Damage Liability

Each Owner shall be liable to the Association for all damage to the Common Areas or other Association property that is sustained by reason of the negligence or willful misconduct of that Owner, his family, guests, or tenants.

ARTICLE X.
General Provisions

Section 1. Duration. The Restrictions, Covenants and Conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, his respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken. The Declaration may be amended

during the first thirty (30) year period by an instrument signed by not less than two-thirds (2/3) of the Owners of the Lots. All amendments shall be recorded.

Section 2. Reserved Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the following rights:

a. Upon application and request of the owner of each Lot, to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Developer, such action be necessary to relieve hardship or permit good architectural planning to be effected. Developer also reserves the right:

(i) to re-divide and re-plat any of the property shown on the plat of any unit now or hereafter recorded for any unit of the Subdivision owned by the Developer at any time in question.

(ii) to change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities. In no case, however, shall any such waiver, variance, amendment or change:

(a) deprive any owner of a lot to reasonable access to such lot; or

(b) reduce the frontage or depth of any numbered lot on the plat to that which is less than that such numbered lot now containing the least frontage and depth; or

(iii) Developer is exempt from these Restrictions in connection with Developer's development of the Subdivision and regular pursuit of construction, maintenance and sales within the Subdivision until all construction and development activity has been completed and all Lots have been sold by the Developer to a first purchaser; or

(iv) To assign to any person or persons, or any legal entity any or all rights, powers, reservations and privileges herein,

b. (i) Easements for installation and maintenance of utilities and drainage facilities as shown on any subdivision plat.

(ii) Easements for the installation, operation, maintenance and ownership of utility service lines from the lot lines to the residence.

(iii) To make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.

Section 3. Amendment. These restrictions may only be amended by an instrument in writing signed by the owners of two-thirds (2/3) of each class of owners in the Page Creek

Trail Subdivision.

Section 4. Invalidation and Severability. The invalidation by any court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

Section 5. Acceptance of 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.

Section 6. Interpretation. The Developer's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

Section 7. Other Committees. Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to the Developer.

Section 8. Assignment. Developer may assign to any other person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer. Any such assignee shall have the same right to so assign.

Section 9. Notices. Any notice required to be sent to any Members or Owners under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as Members or Owner on the records of the Association at the time of such mailing.

Section 10. Enforcement. Enforcement of these Restrictions, Covenants and Conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such Restrictions, Covenants and Conditions, either to refrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any Restrictions, Covenants and Conditions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11. Disputes. Matters of dispute or disagreement between Members or Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board, which determinations shall be final and binding upon all owners.

Section 12. Limitation of Developer's Liability. Developer, as well as its members, principals, officers, representatives, agents and employees, shall not be liable to any Members or Owner of any Lot or any other party for any loss, tort, negligence, lawsuit, damage, attorney's fees, costs, claim or demand in connection with any breach of any provisions of this Declaration by any other party.

Section 13. Venue. All owners agree that all legal actions brought by or against the Association or any action brought in connection with this Declaration shall be brought in the District Court of Harrison County, Texas which court shall have jurisdiction and serve with respect thereto.

EXECUTED this the 10th day of August, 2017.

DEVELOPER:

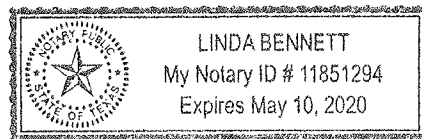
LONGVIEW PAGE CREEK,
LLC, a Texas limited liability
company

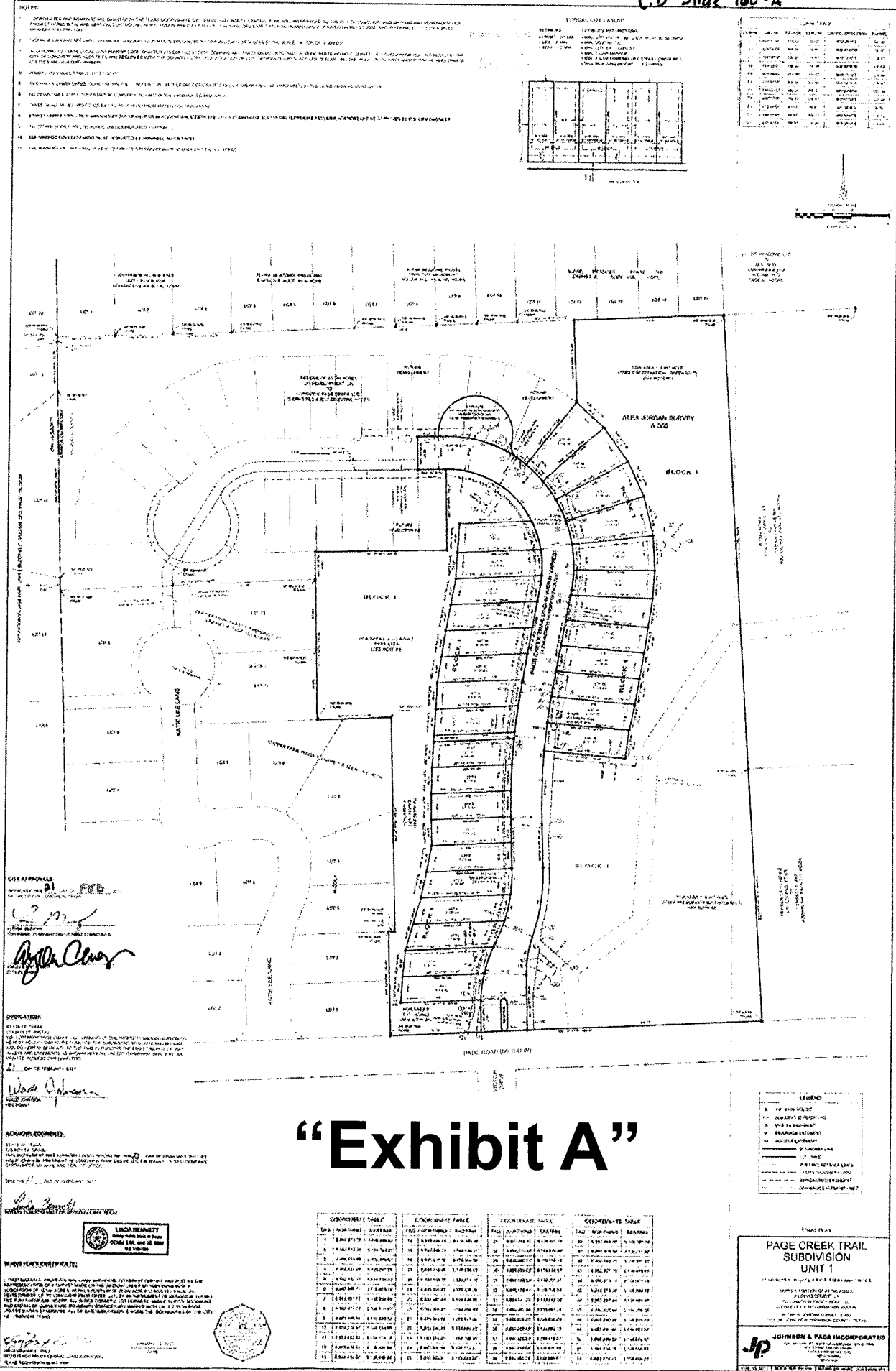
By: Frank Wade Johnson
Frank Wade Johnson, President

STATE OF TEXAS §
COUNTY OF Gregg §

This instrument was acknowledged before me this 10th day of August, 2017, by Frank Wade Johnson, President of Longview Page Creek, LLC, a Texas limited liability company, in his capacity thereof on behalf of said limited liability company.

Linda Bennett
Notary Public, State of Texas





"Exhibit A"

SPHERICAL TABLE		COORDINATE TABLE		COORDINATE TABLE		COORDINATE TABLE	
LINE	BEARING	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
2	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
3	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
4	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
5	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
6	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
7	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
8	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
9	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
10	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
11	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
12	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
13	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000
14	N 78° 10' 10" E	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000	N 78° 10' 10" E	1.000000

1:2500 SCALE

PAGE CREEK TRAIL SUBDIVISION UNIT 1

PREPARED BY: JOHNSON & PAGE INCORPORATED
 2000 S. 10th Street, Suite 100, Boise, Idaho 83725
 PH: 208-333-1111
 FAX: 208-333-1112
 WWW.JPINC.COM

JOHNSON & PAGE INCORPORATED

1/15/2003

Exhibit B
Page Creek Trail Subdivision
Minimum Building Specifications

Building Minimums: Materials Directive

Building Characteristics

- 1) Square Foot 1350 Minimum
- 2) Roof Minimum roof pitch 8:12
- 3) Two car garage minimum
- 4) Concrete driveway
- 5) Front entrance shall be covered and shall face the street.
- 6) Fiber cement siding shall be of at least two styles used in a minimum ratio of 20%/80% coverage. Styles shall be selected from horizontal lap, staggered shake, and board-and-batten. Trims shall be 4".
- 7) Exterior siding and trim shall be painted three different colors: trim color, siding (field), siding (accent). (See Allowable paint selection below)
- 8) Ceiling feature in main living space and master bedroom: vault or coffer, minimum 9' height.
- 9) Master Bathroom - walk in closet with hanger rods and shelving, tub to be soaking drop in type with tile deck and skirt, double sink vanity, complete tile shower floor and walls with accent band
- 10) Guest Bathroom tile tub surround with accent band
- 11) Throughout complete home: cable and data connections
- 12) Coat closet near entry.
- 13) Laundry shall be a designated space with closable door, side by side washer/dryer connections
- 14) Garage attic light switched from below.
- 15) Provide exterior coach lights on both sides of garage door at building exterior.
- 16) Provide garage GFI plugs
- 17) Landscape trees, shrubs and grass sod front and backyard

Material Specifications

Exterior

1. Framing
 - a. Conventional wood lumber
2. Roof/Gutters
 - a. CertainTeed Landmark Designer Shingles or equivalent
 - i. Color Selections: Match Max Def Heatherblend or Weatherwood
 - b. Gutters, Senox Collection Traditional Color selections: Clay, Wicker
3. Garage
 - a. Accessible attic storage with drop down stair case, 25" X 54" X 10' fire rated
 - b. Mid-American CS Series garage door with decorative lites Color selection: Sandstone or Desert Tan. Provide electric remote opener
4. Cladding
 - a. Fiber cement siding: horizontal lap, staggered shakes, or board-and -batten
 - b. Masonry stone veneer: thin stone applied to wall. Minimum of 60 SQ. FT to street facing side. Manufacture: Horizonstone Style or equivalent: Handcrafted Color: Match Hermitage, Pinehurst Blend or Mossy Creek

5. Landscape
 - a. Automatic sprinkler system front and back yard
 - b. Wood privacy fence, 6' high
6. Paint and Transparent Finish
 - a. Sherwin Williams or equivalent
 - i. Trim colors- Match SW7036, SW6105, SW7036
 - ii. Main Field and Accent Combinations- Match (SW-6208 - SW6199), (SW7507 – SW2839), (SW6151 – SW7548), (SW7036 – SW6055), (SW7639 – SW6207), (SW6172 – SW6123), (SW7038 – SW6165), (SW7039 – SW7594)
7. Windows
 - a. Vinyl single-hung, low-e double pane, IECC 2015 compliant.

Interior

8. Kitchen
 - a. 3cm Granite counter tops
 - b. Tile or tumbled marble backsplash
 - a. Solid wood cabinetry AWI Custom Grade
 - b. GE or better: range, vent hood, oven and dishwasher
9. Master Bathroom
 - c. Tile shower or soaking tub with tile surround/ enclosure
 - d. 2 sinks
 - e. 3cm Granite counter and 4" back splash
 - f. Solid wood cabinetry AWI Custom Grade
10. Guest Bathroom
 - a. Alcove tub with paneled face, tile walls
 - b. 3cm Granite counter top and 4" back splash
 - c. Solid wood cabinetry AWI Custom Grade
11. Entry
 - a. Raised-panel fiberglass insulated door
12. Laundry
 - a. Upper and lower solid wood cabinetry AWI Custom Grade,
 - b. Granite counter top and backsplash
13. Ceiling Fans
 - a. Ceiling fans with light kit in the bedrooms and main living space
14. Security System
 - a. Wired contacts at all operable windows and exterior doors.
15. Wood Trim
 - a. Main living area crown molding
 - b. Master bedroom crown molding
 - c. Base on all walls
 - d. Casing around both sides of all door openings.
16. Floor Covering
 - a. Bedrooms carpet
 - b. Bathrooms are to be tile
 - c. Entry, dining, living and hallways are to be 3/8 engineered glue down wood or wood look ceramic tile
17. Paint and Transparent Finish
 - a. Sherwin Williams or equivalent

18. Gypsum Texture

- a. Walls, light orange peal
- b. Ceiling, light orange peal

Approval of Changes

NOTE: The building characteristics and material specifications described herein may only be changed with mutual approval of Developer until such time that the Architectural Control Committee of the HOA is created. The Architectural Control Committee of the HOA shall then assume this responsibility.