

**Ashmore Tyler Homeowners Association, Inc.**

**Amended and Restated  
Declaration of Protective Covenants**

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**TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>DEFINITIONS</b> .....	1
<b>ARTICLE II</b>	<b>USES</b> .....	2
	SECTION 2.1 PERMITTED USES .....	2
	SECTION 2.2 PROHIBITED USES AND ACTIVITIES .....	2
	a) Illegal, Noxious, Offensive .....	2
	b) Offensive odor, Fumes, Vibrations, Dust, Radiation, Noise Pollution .....	2
	c) Nuisance .....	2
	d) Commercial or Business Use .....	3
	e) Livestock, Poultry, Fowl .....	3
	f) Exterior Storage .....	3
	g) Flammable Liquids .....	3
	h) Parking of Campers, Mobile Homes, Boats, Trailers .....	3
	i) Vehicle Parking on Paved Surfaces .....	3
	j) Vehicle Parking Time Limit .....	3
	k) Commercial Vehicles .....	3
	l) Oil exploration .....	3
	m) Un-Roadworthy Vehicles .....	3
	n) Motor Vehicle Repair .....	3
	o) Permanent Sports Equipment .....	3
	p) All Other Prohibited Uses and Activities .....	3
	SECTION 2.3 LEASING OF HOME .....	3
	a) Definition .....	3
	b) Twelve Consecutive Months Owner Occupy .....	4
	c) Minimum Rental Term .....	4
	d) Owner Default .....	4
	e) Rental Agreements must be in Writing .....	4
	f) Entire Term Coverage .....	4
	g) Lease Renewal .....	4
	h) Owner Remains Liable .....	4
	i) Owner Documentation .....	4
	j) Additional HOA Dues .....	5
	k) Grandfathered Tenants .....	5
	SECTION 2.4 EVICTION OF TENANTS .....	5
	a) Violation Constitutes Default .....	5
	b) Association as Attorney-in-Fact .....	5
	c) Association Not Liable for Damages .....	5
	SECTION 2.5 TEMPORARY STRUCTURE AS RESIDENCE .....	5
	SECTION 2.6 COMMERCIAL OR BUSINESS USE .....	5
	a) Existence of Business .....	5
	b) Business Activity Conforms .....	5
	c) Visitation to Business .....	6
	d) Consistent with Character of Property .....	6
	e) Leasing of a Home Is Not a Business .....	6

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<b>ARTICLE III CONSTRUCTION AND ALTERATION</b> .....	6
SECTION 3.1 CONSTRUCTION STANDARDS .....	6
SECTION 3.2 CONSTRUCTION .....	6
SECTION 3.3 INDEMNITY .....	6
SECTION 3.4 TEMPORARY STRUCTURES .....	6
<b>ARTICLE IV PROPERTY GUIDELINES</b> .....	6
SECTION 4.1 EASEMENTS .....	6
SECTION 4.2 SET BACK AREAS .....	6
SECTION 4.3 SIGHT LINES .....	7
SECTION 4.4 UTILITIES .....	7
SECTION 4.5 EDGING AND RETAINING WALLS .....	7
SECTION 4.6 FURTHER ENTRANCES AND EXITS PROHIBITED .....	7
<b>ARTICLE V ARCHITECTURAL REVIEW COMMITTEE</b> .....	7
SECTION 5.1 ARCHITECTURAL REVIEW COMMITTEE .....	7
SECTION 5.2 APPROVAL OF PLANS AND SPECIFICATIONS .....	8
SECTION 5.3 NO WAIVER OF FUTURE APPROVALS .....	8
SECTION 5.4 LIMITATION OF LIABILITY .....	8
<b>ARTICLE VI COMPLIANCE WITH THESE PROTECTIVE COVENANTS</b> .....	8
SECTION 6.1 DUTY .....	8
SECTION 6.2 FAILURE TO COMPLY .....	8
<b>ARTICLE VII EASEMENTS</b> .....	9
SECTION 7.1 ADOPTION .....	9
SECTION 7.2 ASSOCIATION EASEMENT .....	9
SECTION 7.3 RESTRICTIONS .....	9
SECTION 7.4 SURFACE AREAS .....	9
<b>ARTICLE VIII THE ASSOCIATION</b> .....	9
SECTION 8.1 NON-PROFIT .....	9
SECTION 8.2 PURPOSE .....	9
SECTION 8.3 BOARD OF DIRECTORS .....	10
SECTION 8.4 MEMBERSHIP .....	10
<b>ARTICLE IX COVENANTS FOR ASSESSMENTS</b> .....	10
SECTION 9.1 MAINTENANCE ASSESSMENTS .....	10
a) Common Areas .....	10
b) Landscaping Common Areas .....	10
c) Gates, Safety and Security .....	10
d) Private Streets .....	10
e) Parking Restriction Enforcement .....	10

Unofficial Copy

f) Signs .....	10
g) Adjacent Streets .....	10
h) Public Streets .....	10
i) Capital Items .....	11
j) Reimbursement of Expenses .....	11
k) Non-Capital Items .....	11
SECTION 9.2 PERSONAL OBLIGATION OF ASSESSMENTS .....	11
SECTION 9.3 PAYMENT OF ASSESSMENTS – DUE DATES .....	11
SECTION 9.4 EFFECT OF NON-PAYMENT OF ASSESSMENTS .....	11
SECTION 9.5 LIENS TO SECURE ASSESSMENTS .....	11
SECTION 9.6 ASSOCIATION'S POWER TO BORROW MONEY .....	11
SECTION 9.7 FINANCIAL STATEMENTS .....	11
SECTION 9.8 LIMITED LIABILITY .....	12
<b>ARTICLE X MISCELLANEOUS .....</b>	<b>12</b>
SECTION 10.1 ENFORCEMENT .....	12
SECTION 10.2 TERMINATION OF COVENANTS .....	12
SECTION 10.3 AMENDMENT TO COVENANTS .....	12
SECTION 10.4 ASSIGNABILITY OF DEVELOPER'S RIGHTS .....	12
SECTION 10.5 PROTECTION OF NAME .....	13
SECTION 10.6 INTERPRETATION .....	13
SECTION 10.7 OMISSIONS .....	13
SECTION 10.8 NOTICES .....	13
SECTION 10.9 RULES OF CONSTRUCTION .....	13
SECTION 10.10 SEVERABILITY .....	13
SECTION 10.11 HEARINGS .....	13
SECTION 10.12 VOTING REQUIRED .....	13
SECTION 10.13 LIABILITY .....	14

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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS**

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SMITH

That Ashmore Tyler Homeowners Association, Inc., desiring, as the present Controlling Party of the Property (as hereinafter defined), to adopt a uniform plan for the orderly management of the Property, hereby imposes upon the Property the following covenants, restrictions, charges, easements and liens (hereinafter referred to together as the "Protective Covenants") which shall run with the land and be binding upon any Owner (as hereinafter defined), tenant or mortgagee of any Lot (as hereinafter defined) or structure on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, tenant or mortgagee. This Amended and Restated Declaration of Protective Covenants amends and supersedes the Declaration of Protective Covenants dated September 27, 1994, and recorded in Volume 3587, Page 137, Real Property Records of Smith County, Texas, and any amendments and supplements thereto (the "Original Declaration").

**ARTICLE I**

**DEFINITIONS**

The following terms, when used in these Protective Covenants, shall have the following meanings:

"ARC" shall mean the Architectural Review Committee as designated by the Controlling Party and as more fully described in Article V.

"Assessments" shall mean any Maintenance Assessments (as hereinafter defined).

"Association" shall mean Ashmore Tyler Homeowners Association, Inc., a non-profit corporation, as well as the successors, legal representatives and assigns of Ashmore Tyler Homeowners Association, Inc.

"Board of Directors" shall mean the Board of Directors of the Association, as more fully described in Section 8.3.

"Common Areas" shall mean all land, including, but not limited to the Landscaped Area, the Private Streets, amenities, easements and rights comprising a part thereof, located on, appurtenant to or near the Property, and which have been conveyed to the Association by the Developer for the common use, enjoyment and benefit of the Owners (as hereinafter defined). It is expressly agreed that the term "Common Areas" may include right-of-ways in and to certain properties including, but not limited to, the Jacksonville Highway and FM 161 Landscaped Areas (as hereinafter defined).

"Controlling Party" shall mean the Association.

"Property Guidelines" shall mean those guidelines as contained in Article IV herein.

"Director" shall mean a member of the Board of Directors of the Association.

"Improvements" shall mean all improvements constructed upon any Lot, including, without limitation, all buildings, garages, driveways, sidewalks, swimming pools, recreational courts, and any other structure associated with the development of any Lot.

"Landscaped Area" shall mean those certain parcels or strips of land as may be designated

by the Controlling Party and including, without limitation, the following areas: (i) adjacent to the Property in the right-of-ways of FM 2493 [commonly known as Old Jacksonville Highway] and FM 161 (the "Jacksonville Highway and FM 161 Landscaped Areas"); and (ii) the main entrance area to the Property.

"Lot" shall mean any of the lots, designated as such on the Plat (as hereinafter defined), within the perimeter boundaries of the Property, which can be used, under applicable law and any applicable restrictions regarding the improvement or use thereof.

"Owner" shall mean the legal title holder of record, whether one or more persons, of any Lot, but excluding any person having such interest merely as security for the performance of any obligation, but including, without limitation, (a) any person or entity holding legal title as trustee, (b) an individual or entity holding legal title as an heir, legal representative, successor or assign of a previous Owner, and (c) any other persons, acquiring or succeeding to the title of the Owner by sale, grant, will, foreclosure, execution or by any legal process or by operation of law or in any other legal manner.

"Plat" shall mean the valid plat(s) or map(s) of the Property or any part thereof now or hereafter recorded in the Map Records of Smith County, Texas, a copy of which is reflected in Exhibit "A" attached hereto and incorporated herein by reference.

"Private Street" shall mean any lot, designated as such on the Plat, within the perimeter boundary of the Property, which can be used, under applicable law and any applicable restrictions regarding the improvement or use thereof, for the construction of private residential Streets.

"Property" shall mean that certain tract of land located in Smith County, Texas as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

"Setback Areas" shall mean the area described in Section 2 (including building setback areas and surface parking setback areas) upon which no Improvements shall be permitted.

"Wall" shall mean the wall constructed on block or masonry, including the brick columns, along the perimeter boundary of the Property, except the entrance and exit gates.

"Wall Lot" shall mean any of the Lots which abut the Wall.

**ARTICLE II**

**USES**

**2.1 PERMITTED USES:** All Lots shall be used solely for single family residential purposes and, except as herein expressly provided, no structure other than a single-family dwelling shall be constructed or permitted to remain on any Lot. As contemplated above, accessory structures, such as gazebos, pergolas and utility sheds, shall be permitted, however, said structures shall be subject to the prior written approval of the ARC and must conform to any rules or regulations adopted by the Board of Directors.

**2.2 PROHIBITED USES AND ACTIVITIES:** The following uses and activities are prohibited within the Property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of Improvements, maintenance or emergency operations on any portion of the Property:

- (a) Any illegal, noxious or offensive activity of any kind;
- (b) Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise pollution, or that it is hazardous by reason of excessive danger of fire or explosion;

- (c) Any use which may cause or produce a nuisance as to any other portion of the Property;
- (d) Any commercial or business use except as permitted herein;
- (e) The keeping of livestock, poultry or other animals or fowl of any kind; however, any Owner may keep bonafide household pets as set forth in the Code of Ordinances City of Tyler, Texas Chapter 14;
- (f) Exterior storage of any goods or materials;
- (g) Storage of oil, gasoline, or other flammable liquids, except that which is necessary for normal personal use;
- (h) Parking in excess of 72 hours in any month, for campers, motor homes, boats or trailers which are visible from the Common Areas or any Private Street or which are offensive to any party whose complaint is approved by the Association, in its sole discretion;
- (i) Parking of any vehicle within the Property except on a paved parking surface, driveway or within a garage;
- (j) Parking of automobiles, motorcycles or other vehicles on Ashmore streets in excess of 72 hours in any month;
- (k) Trucks or vehicles, excluding vehicles used for "ride share" purposes (e.g., Uber, Lyft) that are primarily used for commercial purposes other than those temporarily present on business. *Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle which by its configuration (such as dump truck, tow truck, stake bed, delivery truck, liftgate, etc.) appears to be primarily used for commercial purposes; 3) any vehicle used for the primary purpose of transporting persons for hire; or 4) any vehicle used primarily for the transportation of persons or property related to a business;*
- (l) Any oil exploration, and drilling or development operations, oil refining, quarrying, or mining operations of any kind; placement of any oil wells, tanks, tunnels, mineral excavations or shafts, or any operating derrick or other structure designated for use in boring for oil and natural gas;
- (m) The keeping of automobiles or other vehicles which are not in roadworthy condition or which do not have a current inspection sticker or license plates;
- (n) The repair or construction on any Lot of any automobile, motorcycle or other motor vehicle so as to be visible from neighboring property or the street;
- (o) The placement of any permanent basketball goal or other permanent sports equipment in the front yard or side yard on any Lot; and
- (p) All other prohibited uses and activities in rules or regulations adopted by the Board of Directors, which are incorporated herein by reference.

**2.3 LEASING OF HOME:** An Owner may be allowed to lease the Owner's home to a Tenant in accordance with and upon the Owner's compliance with the terms and provisions set forth below:

- (a) A home (aka Lot) is deemed "rented," and its occupants deemed "tenants," for purposes of this provision and other rent-related provisions in this Declaration and the other documents, except when: (i) the home is only occupied by the home owner and/or a

person(s) immediately related to the owner by blood, marriage or adoption<sup>1</sup>, (ii) the home is vacant, (iii) the home is subject to a "sale and leaseback" agreement, or (iv) title to the home is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the home owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.

- b) The Owner shall have personally occupied the home for twelve (12) consecutive months. The Owner agrees to provide any documentation requested by the Board of Directors of the Association in order to satisfy the twelve (12) month residency requirement.
- c) The initial rental term must be for a minimum of twelve (12) consecutive months. If a tenant fails to fulfill the rent term (moves out early), the property may not be re-occupied by another tenant unless the information required herein has been provided.
- d) The Owner shall not be in default in any manner under the terms of the Protective Covenants, including, but not limited to, the payment of all Assessments.
- e) All rental agreements must be in writing, must contain the names of tenants and occupants; must expressly provide that they are subject to the declaration, bylaws, and rules of the Association; and must have as an exhibit the rules and regulations of the Association.
- f) The use provision of any proposed Lease must comply with the USES set forth in Article II of the Protective Covenants. In addition, the proposed Lease must cover the entire home and any type of dormitory or condominium style leasing is prohibited.
- g) Any Lease renewal between Owner and the same Tenant shall not be subject to the terms and provisions of this Section 2.3; however, any attempt by the Owner and/or Tenant to sublease or assign the Lease to a third party is prohibited.
- h) Each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances. Owners are responsible for their tenants, occupants and their guests' violations.

The Board of Directors have the authority to assess fines against the Owner of a home subject to a Lease if the Board of Directors determines, in its sole discretion, that the terms of the Lease, Protective Covenants or the Amendments are being violated. The amount of the fine to be levied will be in the sole discretion of the Board of Directors, and the amount of the fine may also include attorney's fees if incurred by the Board of Directors. Any fine levied by the Board of Directors shall be treated as a Maintenance Assessment under Section 9.1 of the Protective Covenants, and will be subject to all of the terms and provisions provided for in Article IX of the Protective Covenants.i) An owner must provide the Association upon request: (i) the name of all tenants and occupants; (ii) current contact information including full names, email addresses, phone numbers and any additional mailing address for all tenants; and (iii) the commencement date and term of the lease.

- (i) *It is also recommended that all owners obtain background checks prior to leasing. Owners should consult with their own attorneys regarding legal requirements for background checks.*

<sup>1</sup> A situation where an owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

- (j) Any home leased by an Owner to a Tenant will pay an additional \$25.00 per month as a Maintenance Assessment under Section 9.1 of the Protective Covenants. If the commencement date and termination date for a particular Lease is less than a full calendar month, the \$25.00 per month assessment will be prorated accordingly. The Board of Directors reserves the right, in its sole and absolute discretion, to raise or lower the amount of the monthly assessment if the Board of Directors determines the circumstances warrant the increase or decrease.
- (k) Any Lease which is currently in force as of the date of the adoption of these Updated Protective Covenants shall not be subject to the terms and provisions of this Section 2.3. Any renewal of the existing Lease by an Owner to the same Tenant shall also not be subject to the terms and provisions of this Section 2.3. However, if the existing lease terminates, or the existing Lease is attempted to be assigned or sublet to a third party, the terms and provisions of this Section 2.3 shall become applicable and the owner must comply with all of the terms and provisions herein.

**2.4 EVICTION OF TENANTS:** Every lease agreement on a home, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

- (a) Violation constitutes default. Failure by the tenant or occupants of a home to comply with the Protective Covenants of the Association, federal or State law, or local ordinance is deemed to be a default under the lease agreement. When the Association notifies an owner of his tenant's violation, the owner must promptly obtain his tenant's compliance or diligently exercise his rights as landlord for tenant's breach of lease agreement, including eviction. If the owner fails to obtain the tenant's compliance after reasonable notice (at least 10 days' notice) from the Association, the Association has the right, but not the obligation, to pursue the remedies of a landlord under the lease agreement, or State law for the default, including eviction of the tenant.
- (b) Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the rental agreement for enforcement of the Protective Covenants by the Association, each owner appoints the Association as his Attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Protective Covenants against his tenants, including but not limited to the authority to institute forceable detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice by certified mail, of its intent to so enforce the Documents.
- (c) Association not liable for damages. The owner of a leased home is liable to the Association for all expenses, including attorney fees and court costs, incurred by the Association in connection with the enforcement of the Protective Covenants against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the documents against the owner's tenant.

**2.5 TEMPORARY STRUCTURE AS A RESIDENCE:** No structure of a temporary character, trailer, garage, shed or other out building shall be used at any time as a residence, either temporarily or permanently.

**2.6 COMMERCIAL OR BUSINESS USE:** A Resident may conduct business activities within a Lot so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot;
- (b) The business activity conforms to all zoning requirements;

- (c) The business activity does not involve regular visitation to the Lot by clients, customers, suppliers of other business, invitees or door-to-door solicitation of residents of the Development;
- (d) The business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board of Directors.
- (e) The leasing of a Home, as set forth in Section 2.3, shall not be considered a business or trade within the meaning of this subsection.

### ARTICLE III

#### CONSTRUCTION AND ALTERATION

- 3.1 **CONSTRUCTION STANDARDS:** The construction and alteration of any Improvements shall meet the standards as set forth in Article IV of these Protective Covenants and any rules or regulations adopted by the Board of Directors. When a construction material is specified herein, another material may be used in lieu thereof provided that such material is determined by the ARC to be equivalent to, or better than, the specified material.
- 3.2 **CONSTRUCTION:** Each Owner shall take care not to cause damage to any Private Street, public street, easement, utility, Landscaped Area, Common Areas or any other portion of or Improvements on the Property during construction or alteration of any Improvements on any Lot.
- 3.3 **INDEMNITY:** In the course of any construction or alteration of Improvement on any Owner's Lot, such Owner shall repair any damage caused to any Private Street, public street, sidewalk, easement, utility, the Landscaped Area, Common Areas, or any other portion of, or Improvements on, the Property. Each Owner shall be solely responsible for the compliance of its plans and specifications with all applicable laws, rules and regulations. Each Owner shall indemnify and hold harmless the Association from any and all costs, losses, damages and attorneys' fees incurred by the Association in connection with or arising out of the construction, alteration or Improvements on such Owner's Lot.
- 3.4 **TEMPORARY STRUCTURES:** No temporary building or structure other than as allowed in Section 2.1, shall be installed or maintained on any Lot. All allowed temporary structures must receive approval by the ARC.

### ARTICLE IV

#### PROPERTY GUIDELINES

- 4.1 **EASEMENTS:** Perpetual easements in, on and under the Lots of width and extent shown on the Plat shall be available for use by the Controlling Party and the Owners for purposes of installing and maintaining utility services, and such other purposes as are contemplated by the Plat. The easements will be governed pursuant to Article VII herein. No structure shall be constructed or permitted to remain on or over any easement as shown on the Plat, and no party shall be liable to the Owner of such Lot for damages to any structure by reason of its use of such easement as contemplated hereby.
- 4.2 **SET BACK AREAS:** Any and all building lines as shown on the Plat shall be observed. In addition, no fence or wall shall be constructed or permitted to remain on any Lot within any building setback line area unless approved in writing by the ARC.

- 4.3 **SIGHT LINES:** No fence, wall, hedge or shrub which obstructs sight lines and elevations between two feet and six feet (2' and 6') above street elevations shall be constructed, planted or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of such street right-of-way lines, or, in the case of a rounded corner, from the intersection of the street right-of-way lines extended to intersect. The same sight line requirements shall apply to any triangular area formed by a street right-of-way line, a driveway boundary line, and a line connecting them at points ten feet (10') from the intersection thereof. No trees shall be planted or permitted to remain within any of the above-described triangular areas unless the foliage line is maintained at sufficient height to prevent the obstruction of sight lines within the above parameters.
- 4.4 **UTILITIES:** Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Except as to special street lighting and other aerial facilities which may be required by the City of Tyler or which may be required by any utility company or which may be installed by the Controlling Party pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property, whether upon individual Lots, easements, streets, rights-of-way of any type, either by the utility company or any other person or entity, including but not limited to any person owning or acquiring any part of the Property, and all utilities, service facilities (including but not limited to, water, sewer, gas, electricity, cable and telephone) shall be buried underground. Within the set back area for each Lot, an easement and right-of-way is reserved for the Association to properly facilitate and carry out any reasonable maintenance.
- 4.5 **EDGING AND RETAINING WALLS:** All edging and retaining walls utilized on any Lot or dividing any two Lots must be of brick material consistent in nature with that utilized on the adjoining house or other material approved by the ARC. Under no circumstances shall wooden retaining walls or creosote logs be utilized in retaining walls or edging materials.
- 4.6 **FURTHER ENTRANCES AND EXITS PROHIBITED:** The construction of further entrances or exits to and from the property is prohibited. The only permitted entry or exit to and from the Property is the gated entrances on FM 2493 (the "Old Jacksonville Highway").

**ARTICLE V**

**ARCHITECTURAL REVIEW COMMITTEE**

- 5.1 **ARCHITECTURAL REVIEW COMMITTEE:** The ARC shall be composed of three (3) or more representatives selected and appointed by the Board of Directors, each generally familiar with residential and community development design matters and knowledgeable about the Controlling Party's concern for a high level of taste and design standards within the Property. A person may not be appointed or selected to serve on the ARC if the person is either a current board member, a current board member's spouse, or a person residing in a current board member's household. In the event of the death or resignation of any member of the ARC, Controlling Party shall have full authority to designate and appoint a successor. The ARC shall function as the representative of the Board of Directors for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The ARC shall use its best efforts to promote and ensure harmony of external design and materials, design compatibility and maintain conformity throughout the Property. Neither the Association, the Board nor any member of the Board or its designated ARC shall be liable for claims, causes of action or damages to anyone by reason of any acts or action taken in good faith (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant. The Board of Directors shall have the right and power to adopt, amend and promulgate rules and regulations in order to effectuate the purpose of this Article, which shall be binding on the ARC.

**5.2 APPROVAL OF PLANS AND SPECIFICATIONS:** No Improvements shall be erected, placed or altered on any Lot or any exterior construction without written approval by the ARC. The ARC is authorized and empowered to consider and review any and all aspects of the construction of any improvements, which may, in the reasonable opinion of the ARC, adversely affect the living enjoyment of one or more Owners or the general value of the Property.

**5.3 NO WAIVER OF FUTURE APPROVALS:** Each Owner acknowledges that the members of the Board of Directors and ARC will change from time to time and that interpretation, application and enforcement of these Protective Covenants may vary accordingly. Approval of proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matter subsequently or additionally submitted for approval.

**5.4 LIMITATION OF LIABILITY:** Review and approval of any application pursuant to these Protective Covenants and any rules or regulations adopted by the Board of Directors is made on the basis of aesthetic considerations only and not for engineering, structural design, quality of materials. Neither the Association, the ARC, the Board nor the officers, directors, members, employees and agents of any of them shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for reviewing plans or ensuring the effectiveness thereof, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board, the ARC nor any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot, nor for any defect in any structure constructed from approved plans.

Neither the Association, the ARC, the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and every Owner agrees that he will not bring any action or suit against the Association, the ARC, the Board or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, promises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

**ARTICLE VI**

**COMPLIANCE WITH THESE PROTECTIVE COVENANTS**

**6.1 DUTY:** The Owner of a Lot shall keep and maintain that Lot and the Improvements located thereon in a safe, clean and attractive condition and otherwise in compliance with these Protective Covenants; provided, however, it shall be the exclusive responsibility of the Association, as described in Section 9.1, to keep and maintain the Common Areas, specifically including, but not limited to, the Landscaped Area and the Private Streets.

**6.2 FAILURE TO COMPLY:** If, in the opinion of the Association, any owner is failing in the duty set forth in these Protective Covenants or any other policies adopted by the Association, then the Association may give such Owner notice of such fact and such Owner shall, within ten (10) days of such notice, undertake the work required to restore said Owner's Lot to a safe, clean and attractive condition, and otherwise bring said Lot into compliance with these Protective Covenants or any other policies adopted by the Association (including, but not limited to, the installation of landscaping). Should any such Owner fail to fulfill this duty and responsibility after such notice,

then the Association shall have the right and power (but not the obligation) to enter upon such Lot (without liability for trespass or other cause of action) and perform such work and bring such Lot into compliance with these Protective Covenants or any other policies adopted by the Association, and the Owner of the Lot on which such work is performed by the Association, shall be liable for the cost of any such work and shall on demand pay the party or parties who performed such work such amount, together with interest thereon at the maximum rate allowed by applicable law (or, if there is no maximum rate, at eighteen percent (18%) per annum) from the date incurred by such party or parties until paid. If such Owner shall fail to so pay the Association, as the case may be, within thirty (30) days after demand therefor, then said cost and interest thereon shall be a debt of such Owner, payable to the Association, as the case may be, and shall be secured by a lien against such Owner's Lot, in accordance with the provisions of Section 5.

**ARTICLE VII**

**EASEMENTS**

- 7.1 **ADOPTION:** The Plat dedicates for use, subject to the limitations set forth herein, certain easements shown and provided for thereon, and the Plat further establishes dedications, limitations, reservations, and restrictions applicable to the Lots. Additionally, the Controlling Party may hereafter grant, create and dedicate, by recorded instruments, certain other easements and related rights affecting the Setback Areas of certain of the Lots. All dedications, limitations, restrictions and reservations shown on the Plat and all grants and dedications of easements and related rights heretofore or hereafter made by the Controlling Party affecting the Property are incorporated herein by reference and made a part of these Protective Covenants for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed of conveyance executed or to be executed by or on behalf of Controlling Party conveying or leasing any part of the Property.
- 7.2 **ASSOCIATION EASEMENT:** An easement is hereby granted to the Association, their respective officers, agents, employees, and management personnel to enter upon any Lot to render any service or perform any of their respective functions. In addition, an easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Property for the performance of their duties.
- 7.3 **RESTRICTION:** Owner shall not grant any easement on, over, under or across any Lot without the prior written approval of the Controlling Party.
- 7.4 **SURFACE AREAS:** The surface of easement areas for underground utility services may be used for planting and maintenance of shrubbery, trees, lawns, or flowers and for driveways providing ingress and egress across such areas subject to the requirements of the grantee(s) of such easement(s) and applicable governmental regulations. However, neither the Controlling Party nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

**ARTICLE VIII**

**THE ASSOCIATION**

- 8.1 **NON-PROFIT:** The Association was formed and organized on or about June 28, 1995 and operates as a non-profit corporation under the laws of the State of Texas.
- 8.2 **PURPOSE:** The purposes of the Association is as set forth in its Articles of Incorporation and include the collection and use of the Assessments as described in Article IX.

- 8.3 BOARD OF DIRECTORS:** The Association shall act through a three (3) to seven (7) member Board of Directors, which shall manage the affairs of the Association. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by an election of the remaining Board Members pursuant to the Bylaws. The person elected to fill any such vacancy shall serve for the remainder of his predecessor's term and until his successor is duly elected and qualified.
- 8.4 MEMBERSHIP:** The Association shall have one class of Members. Each Owner, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become a member of the Association (hereafter referred to as "Member" individually or "Members" collectively) and shall remain a Member thereof until its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow the Owner's legal ownership in any Lot and may not be separated from such interest. Whenever the fee ownership of any Lot passes from one person to another, by whatever means, it shall be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

## ARTICLE IX

### COVENANTS FOR ASSESSMENTS

- 9.1 MAINTENANCE ASSESSMENTS:** Maintenance Assessments (so called herein) shall be levied by the Board of Directors against the Members in an amount determined appropriate by the Board of Directors to meet the expenses of the Association and for the purposes expressed herein. Each year or otherwise from time-to-time, the annual Maintenance Assessment may be increased as the Association deems appropriate. Such Maintenance Assessments may be used by the Association for the purposes of promoting the recreation, health, safety and welfare of the Owners, residents and tenants of the Property and the Association in its discretion may deem appropriate, including, but not limited to, the following:
- (a) Maintaining, illuminating and repairing the Common Areas and any and all improvements constructed by the Controlling Party and located thereon;
  - (b) Planting, landscaping, irrigation, mowing, tree surgery and general upkeep of the Landscaped Areas which may, at the Controlling Party's option, include the construction, maintenance and repair of a fountain at the entrance to the Property;
  - (c) Provision of safety and security measures including, but not limited to, the erection, maintenance and repair of gates at the entrance and exit areas of the Property;
  - (d) Constructing, maintaining, illuminating and repairing the Private Streets;
  - (e) Enforcement of parking restrictions;
  - (f) Erection, maintenance and repair of parking signs along any roadway or street used for public traffic, street signs and other Property identification;
  - (g) Illumination, landscaping, maintenance, and repair of any dedicated and nondedicated boulevards, streets, and roads, in or adjacent to the Property (to the extent not performed to the satisfaction of Association by governmental authority having jurisdiction over same);
  - (h) Maintenance, repair and lighting along any roadway or street used for public traffic;

- (i) Capital items necessary to accomplish the foregoing purposes, as determined by the Association, in its sole discretion;
- (j) Reimbursement for reasonable out-of-pocket expenses incurred by the Association in connection with or arising out of these Protective Covenants; and
- (k) Non-capital items or expenses as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these provisions and for the general benefit of the Members.

**9.2 PERSONAL OBLIGATION OF ASSESSMENTS:** Each Owner, by acceptance of a deed for Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Maintenance Assessments.

**9.3 PAYMENT OF ASSESSMENTS – DUE DATES:** The Maintenance Assessments shall be due and payable in advance on a monthly, quarterly or annual basis as the Association may require. The Association is further empowered to change the timing of such required payments at its discretion.

**9.4 EFFECT OF NON-PAYMENT OF ASSESSMENTS – THE PERSONAL OBLIGATION OF THE OWNER: THE LIEN: REMEDIES OF ASSOCIATION:** If any Assessments are not paid on the date when due and payable as specified in Section 9.6 hereof, then such Assessment shall be delinquent and shall, together with interest thereon, attorneys fees, court costs and other costs of collection thereof, become a continuing lien on the Lot as well as the personal obligation of the then Owner. If such Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the maximum rate permitted by applicable law or, if there is no maximum rate, at eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use or abandonment of the Lot.

**9.5 LIENS TO SECURE ASSESSMENTS – SUBORDINATION OF LIEN TO MORTGAGES:** The Assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, which shall exist upon and against each Lot and all Improvements thereon, for the benefit of the Association and all Owners, and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes levied by County and State governments or any political subdivision or special district thereof, and (b) all liens or deeds of trust in favor of any lender and granted by Developer, and all liens, including, but not limited to vendor liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price or any Lot and/or cost of improvements placed thereon, to the extent such liens described in this item (b) should be filed for record prior to the date when such Assessments become due and payable. No foreclosure shall free any Lot from the liens securing Assessments thereafter becoming due and payable, nor shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure.

**9.6 ASSOCIATION'S POWER TO BORROW MONEY:** The Association shall have the right, but not the obligation, to borrow money on terms acceptable to the Association, in its sole discretion, for the purpose of paying expenses incurred by the Association pursuant to Section 9.1. Any such debt shall be repaid with monies collected from the Maintenance Assessments described in Section 9.1.

**9.7 FINANCIAL STATEMENTS:** The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member financial statements which shall include a balance sheet as of the end of such year and a statement of operations for the year then ended. Such financial statements may, but shall not be required to be, audited. All

Members shall have the right during regular business hours to inspect the books and records of the Association at the office of the Association.

- 9.8 LIMITED LIABILITY:** It is understood that the judgment of the Association, its successors, legal representatives and assigns, in the allocation and expenditure of the Assessments shall be final so long as such judgment is exercised in good faith. None of the Association, the Board of Directors, or any Director, shall have any liability to any person or entity under any theory or circumstance for any error of judgment, action or inaction of the Association, the Board of Directors, or any Director. The enumeration of the services for which the assessments may be expended carries no obligation to furnish any of such services except to the extent of funds actually received by the Association.

## ARTICLE X

### MISCELLANEOUS

- 10.1 ENFORCEMENT:** These Protective Covenants shall run with and bind the Property and (except where expressly provided otherwise) shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to these Protective Covenants. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, (a) all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in these Protective Covenants, and (b) unless specifically provided to the contrary therein, all restrictions, covenants, conditions, reservations, liens, charges, assessments and other provisions set out in any deed, ground lease, as herein authorized, the use of the Property or any portion thereof; provided, however, that the failure of the Association or any Owner to take any action upon a breach of these Protective Covenants shall not render such party liable in any manner for such failure. Failure of the Association or any owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of the right to take enforcement action upon any subsequent breach or default.
- 10.2 TERMINATION OF COVENANTS:** These Protective Covenants shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2033. From and after said date, these Protective Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless the Owners of sixty-seven (67%) of the Lots within the Property, by written declaration signed, acknowledged and filed for record, elect to terminate these Protective Covenants. The Board of Directors may terminate or amend these Protective Covenants, and this right shall exist as long as the then Owners of sixty-seven percent (67%) of the Lots within the Property approve.
- 10.3 AMENDMENT TO COVENANTS:** These Protective Covenants may be amended by the vote of sixty-seven percent (67%) of the total votes allocated to Owners of Lots within the Property entitled to vote on the amendment. Any amendment must be recorded with the County Clerk of Smith County, Texas.
- 10.4 ASSIGNABILITY OF DEVELOPER'S RIGHTS:** Developer reserves the right to assign or delegate all or any part of its rights or obligations hereunder to the Association. Upon any such written assignment or delegation Developer shall be relieved of the rights and obligations so assigned or delegated. In the event that Developer no longer owns nor has ground leased any portion of the Property, all rights and obligations of Developer hereunder shall automatically be transferred to and assumed by the Association, and Developer shall automatically be relieved of same, without need of any assignment or delegation.

- 10.5 PROTECTION OF NAME:** No Owner, or any tenant or mortgagee of any Owner shall use the phrase "Ashmore" or any phrase or phrases similar thereto in connection with any Lot or any business operated in connection with any Lot, without the prior written consent of the Board of Directors except that Owner may use such phrase to identify the location of such Lot. This restriction is for the benefit of and may be enforced by the Board of Directors.
- 10.6 INTERPRETATION:** If these Protective Covenants, or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of contradicting interpretations, the interpretation which is most nearly in accordance with the general purposes and objectives of these Protective Covenants or other policies adopted by the Association shall govern.
- 10.7 OMISSIONS:** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Protective Covenants or other policies adopted by the Association is omitted herefrom, such omission is unintentional and the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.
- 10.8 NOTICES:** All notices or other communications required or permitted to be given pursuant hereto shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) electronically to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or residence of the intended addressee. For purposes of notice, the address of any Owner shall be the last known address of such Owner as shown on the records of the Controlling Party at the time of such mailing. However, that (i) any Owner shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Controlling Party in the manner set forth herein; and (ii) the Association shall have the right to change their address for notice hereunder to any other location within Smith County, Texas by the giving of thirty (30) days' notice to the Owner in the manner set forth herein.
- 10.9 RULES OF CONSTRUCTION:** The singular, wherever used herein, shall be construed to include the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, males or females, shall in all cases be assumed although in each case fully expressed. The word "or" is not exclusive. The words "herein", "hereinafter", "hereafter", "hereunder" and "hereof" refer to these Protective Covenants as a whole and not merely to the sections in which such words appear, unless the context otherwise requires.
- 10.10 SEVERABILITY:** The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Protective Covenants, or any part thereof, shall not affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.
- 10.11 HEADINGS:** All headings contained herein are for convenience only, and shall not be deemed to modify any substantive provision hereof.
- 10.12 WRITING REQUIRED:** In the event the approval or consent of the Association, Controlling Party or Board of Directors is required under these Protective Covenants, such approval or consents must be obtained in writing to be effective unless expressly provided to the contrary herein.

10.13 **LIABILITY:** Neither the Association, the Board nor the officers, directors, approved committee members, employees and agents of any of them shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to the provisions of these Protective Covenants or policies adopted by the Association.

Executed this 24<sup>th</sup> day of April, 2023 by the undersigned director on behalf of Ashmore Tyler Homeowners Association, Inc.

ASHMORE TYLER HOMEOWNERS ASSOCIATION, INC.,  
A Texas non-profit corporation

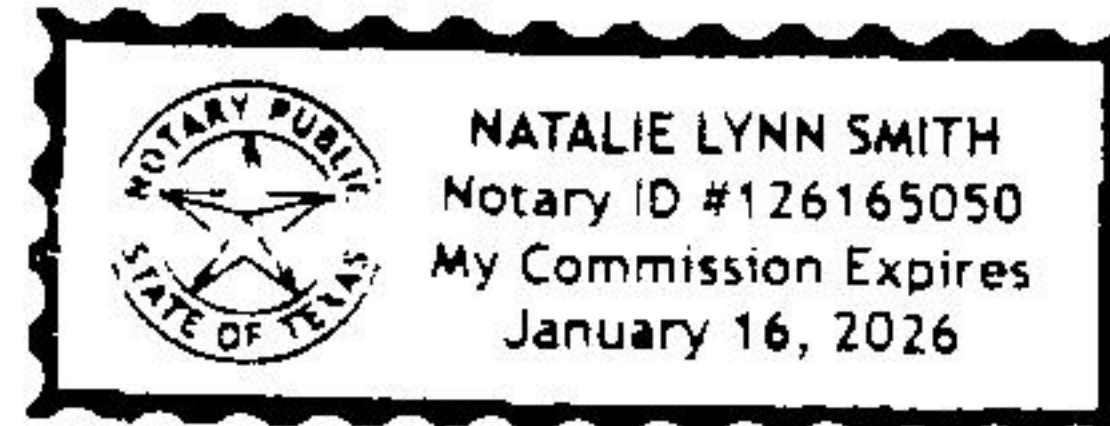
By: *Dennis A. Santo*  
DENNIS A. SANTO, President

THE STATE OF TEXAS §

COUNTY OF SMITH §

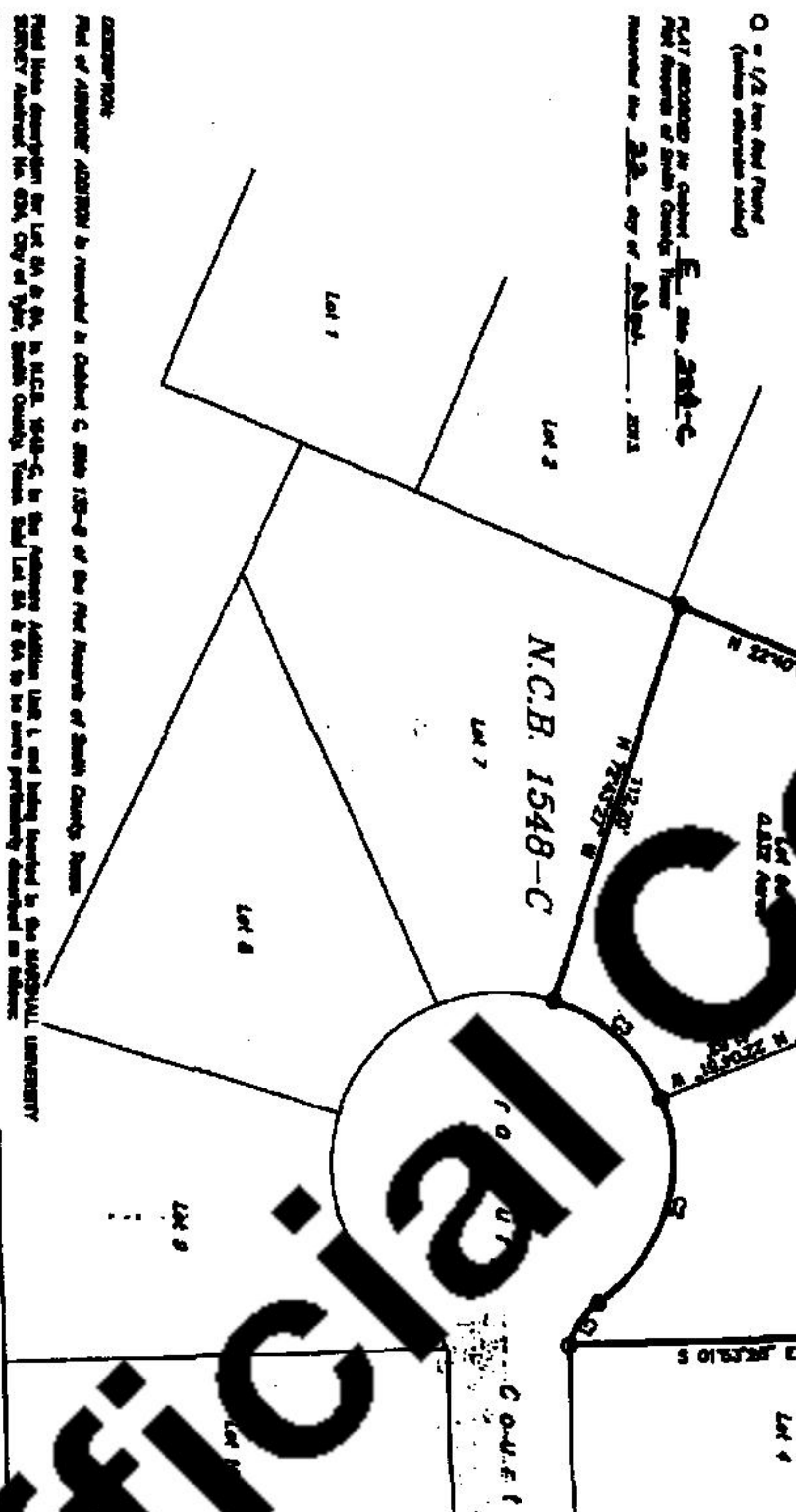
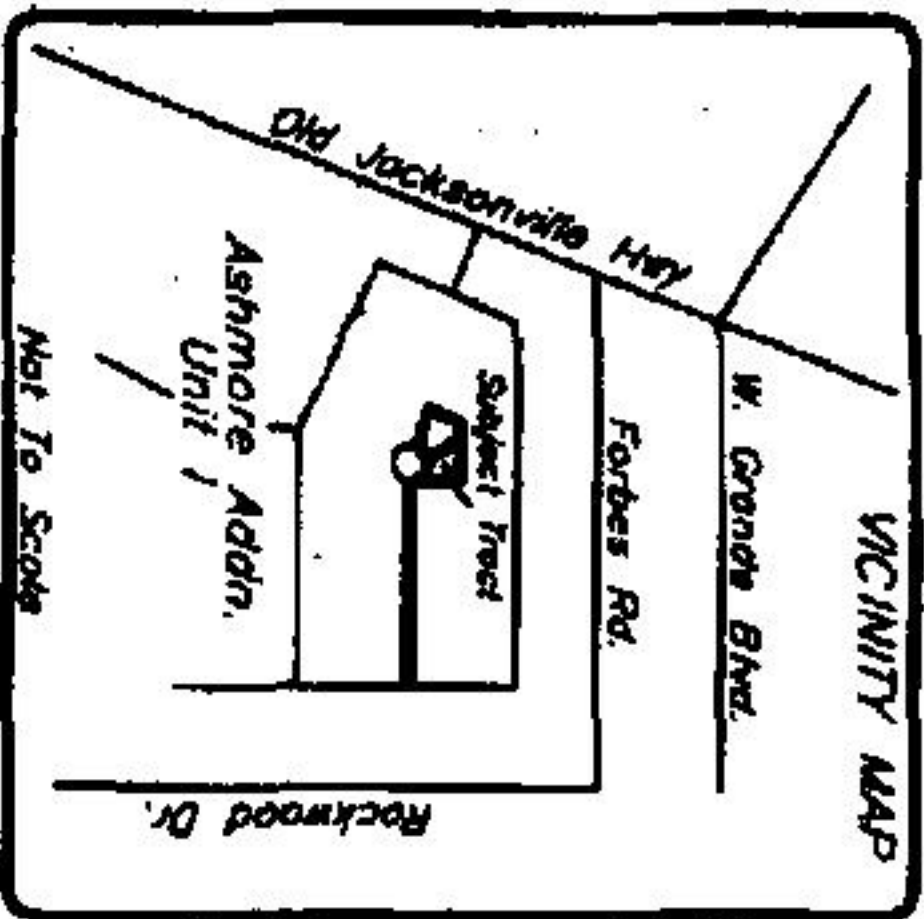
This instrument was acknowledged before me on the 24<sup>th</sup> day of April, 2023, by DENNIS A. SANTO, as President, on behalf of ASHMORE TYLER HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation.

*Natalie Lynn Smith*  
NOTARY PUBLIC - STATE OF TEXAS



Unofficial Copy





**CONVEYANCE**  
 Part of ASHMORE ADDITION is recorded in Ordinance C 2003-158-0 of the First Board of South County, Town of Marshall, South Carolina, and is hereby described as follows:  
 Parcel 1: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 2: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 3: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 4: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 5: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 6: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 7: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 8: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.  
 Parcel 9: A portion of the right half of the north half of Lot 1, and being bounded to the north by the Marshall University boundary, to the east by the boundary of Lot 2, to the south by the boundary of Lot 3, and to the west by the boundary of Lot 4, containing 0.125 acres, more or less.

Lot	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.125	5,400
Lot 2	0.125	5,400
Lot 3	0.125	5,400
Lot 4	0.125	5,400
Lot 5	0.125	5,400
Lot 6	0.125	5,400
Lot 7	0.125	5,400
Lot 8	0.125	5,400
Lot 9	0.125	5,400

**MARSHALL UNIVERSITY**  
 A-624

Scale 1" = 50'

**APPROVALS**  
 The plat approved by the Planning Director, City of Marshall, South Carolina, on the 13th day of March, 2013.  
 [Signature]  
 Planning Director

The plat approved by the Mayor, City of Marshall, South Carolina, on the 13th day of March, 2013.  
 [Signature]  
 Mayor

The plat approved by the Board of Trustees, Marshall University, on the 13th day of March, 2013.  
 [Signature]  
 Board of Trustees

**2013 000824PWS**

FILED FOR RECORD BY:  
 [Signature]  
 2013 APR 24 10:15 AM  
 MARSHALL COUNTY, SOUTH CAROLINA

**ALAN J. ANDERSON**  
 REGISTERED SURVEYOR

**LOT 1**  
 & 64 ASHMORE ADDITION  
 FINAL PLAT  
 MARSHALL UNIVERSITY A-624  
 CITY OF MARSHALL  
 SMITH COUNTY, SOUTH CAROLINA

**E/281-C**









Field Notes For  
Baker Realty Group, Inc.  
22.54 Acres  
Hairton Tract

BEING a 22.54 Acre Tract in the Marshall University Survey, A-624, Smith County, Texas, and being part of a called 22.678 acre tract described in a Decree in Partition in the 114th Judicial District Court, Cause No. 16, 846-A, styled Fannie Shelton, et al, vs. Ella Mae Knight, et al:

BEGINNING at a 1/2-inch iron rod found under pavement of C.R.#161 at the Northeast corner of said 22.678 acre tract and also being the Northwest corner of a called 0.94 acre tract described in a Deed to Larry Turman in Volume 1234, Page 288, of said Smith County Land Records;

THENCE South 1 degree 24 minutes 52 seconds West - 2,025.14 feet with the East boundary line of said 22.678 acre tract, same being the West boundary line of Spring Creek Addition (unrecorded) to a 1/2-inch iron rod found at the Southeast corner of said 22.678 acre tract and being on the North boundary line of a called 10.00 acre tract described in a Deed to Floyd G. Wall in Volume 1901, Page 196, of said Smith County Land Records;

THENCE North 88 degrees 24 minutes 14 seconds West - 432.91 feet with the South boundary line of said 22.678 acre tract, same being the North boundary line of said 10.00 acre tract to a 1/2-inch iron rod found at the Southwest corner of said 22.678 acre tract and being the Northerly Northwest corner of said 10.00 acre tract;

THENCE North 1 degree 31 minutes 45 seconds East - 421.00 feet with the West boundary line of said 22.678 acre tract to a 1/2-inch iron rod found at the Southeast corner of a called 11.3092 acre tract described in a Deed of Trust from Young Men's Christian Association of Tyler, Texas, Inc. to James D. Vandewater, Trustee, recorded in Volume 3263, Page 762, of said Smith County Land Records;

THENCE North 1 degree 19 minutes 19 seconds East - 604.30 feet continuing with said West boundary line of 22.678 acre tract and with the East boundary line of said 11.3092 acre tract to a 3/4-inch bolt found at a long point in same;

THENCE North 1 degree 24 minutes 19 seconds East - 414.77 feet continuing with said West boundary line of 22.678 acre tract and East boundary line of said 11.3092 acre tract to a 1/2-inch iron rod set at the Northeast corner of said 11.3092 acre tract and being an all corner of said 22.678 acre tract;

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THENCE North 60 degrees 43 minutes 53 seconds West - 476.24 feet continuing with said West boundary line of 22.678 acre tract and with the North boundary line of said 11.3092 acre tract to a 1/2-inch iron rod set at the Southeast corner of a called 0.110 acre tract described in a Deed from J. D. Kairston to The State of Texas in Volume 2817, Page 34, of said Smith County Land Records, and being on the East right-of-way of F.M. 2493;

THENCE North 30 degrees 47 minutes 36 seconds East - 134.00 feet with said East right-of-way of F.M. 2493 and the East boundary line of said 0.110 acre tract to a 1/2-inch iron rod set at an angle point in same;

THENCE North 61 degrees 42 minutes 44 seconds East - 90.56 feet continuing with said East right-of-way of F.M. 2493 and East boundary line of said 0.110 acre tract to a 1/2-inch iron rod set on the North boundary line of said 22.678 acre tract and being on the South edge of the pavement of C.R.#161;

THENCE South 88 degrees 31 minutes 37 seconds East - 709.2 feet with the North boundary line of said 22.678 acre tract and generally with the South edge of C.R.#161 to the Point of Beginning containing 22.54 Acres of Land.

Unofficial Copy

Field Notes For  
Baker Realty Group, Inc.  
11.122 Acres  
"YNCA Tract"

BEING a 11.122 Acre Tract in the Marshall University Survey, A-624, Smith County, Texas, and being part of a called 11.3092 acre tract described in a Deed of Trust from Young Men's Christian Association of Tyler, Texas, Inc. to James D. VanDeventer, Trustee, recorded in Volume 1263, Page 762, of the Smith County Land Records;

BEGINNING at a 1/2-inch iron rod found at the Southeast corner of said 11.3092 acre tract and being on the West boundary line of a called 22.678 acre tract, said 1/2-inch iron rod also being the Northeast corner of a called 9.032 acre tract described in a Deed to A. E. Shull in Volume 2594, Page 25, of said Smith County Land Records;

THENCE North 54 degrees 30 minutes 16 seconds West - 580.70 feet with the south boundary line of said 11.3092 acre tract and the North boundary line of said 9.032 acre tract to a 1/2-inch iron rod found at an all corner of said 11.3092 acre tract and being the Northeast corner of a called 2.427 acre tract described in a Deed to Mt. Zion Primitive Baptist Church in Volume 1962, Page 6 of said Smith County Land Records;

THENCE North 28 degrees 16 minutes 07 seconds East - 120.53 feet continuing with said South boundary line of 11.3092 acre tract and the East boundary line of said 2.427 acre tract to an all corner of said 11.3092 acre tract;

THENCE North 60 degrees 54 minutes 28 seconds West - 178.79 feet continuing with said South boundary line of said 11.3092 acre tract and the North boundary line of said 2.427 acre tract to a brass disk found at the Southeast corner of a called 0.193 acre tract described in a Deed to The State of Texas in Volume 1005, Page 718, said brass disk being on the East right-of-way of F.M. 2493;

THENCE North 29 degrees 14 minutes 09 seconds East - 311.98 feet with the East boundary line of said 0.193 acre tract, same being the East right-of-way of F.M. 2493 to a brass disk found at an angle point in same;

THENCE North 30 degrees 47 minutes 16 seconds East - 206.30 feet continuing with said East boundary line of 0.193 acre tract and East right-of-way of F.M. 2493 to a 1/2-inch iron rod set on the North boundary line of said 11.3092 acre tract;

UNOFFICIAL COPY

THENCE South 60 degrees 43 minutes 53 seconds East - 476.24 feet with said North boundary line of 11.3092 acre tract to a 1/2-inch iron rod set at the Northeast corner of same and being an old corner of said 22.678 acre tract;

THENCE South 1 degree 24 minutes 19 seconds West - 414.77 feet with the East boundary line of said 11.3092 acre tract, same being the West boundary line of said 22.678 acre tract to a 3/4-inch bolt found at an angle point in same;

THENCE South 1 degree 19 minutes 19 seconds West - 604.30 feet continuing with said East boundary line of 11.3092 acre tract and West boundary line of 22.678 acre tract to the Point of Beginning containing 11.122 Acres of Land.

**Unofficial Copy**

All that certain lot, tract or parcel of land, part of the Marshall University Survey, Abstract No. 624, Smith County, Texas, being all of that certain called 9.032 acre tract described in a deed from A. E. Shull & Co, Defined Benefit Plan to Sppler, Guerrin & Turner, Inc., Custodian for the Benefit of A. E. Shull Account No. 080-280441-1-9, on February 9, 1989, recorded in Volume 2888, Page 598 of the Land Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod (found) for the Southwest corner of the above mentioned 9.032 acre tract, the Northwest corner of the Margaret Stanley 18 acre tract described in Volume 8302, Page 895, in the East Right-of-Way of the Old Jacksonville Highway;

THENCE North 28 deg. 11 min. 28 sec. East with the East Right-of-Way of said Old Jacksonville Highway, the West line of said 9.032 acre tract, a distance of 428.28 ft. to a 1/2" Iron Rod (found) for the Northwest corner of same, the Southwest corner of the Mt. Zion Primitive Baptist Church 2.427 acre tract;

THENCE South 54 deg. 53 min. 35 sec. East with the North line of said 9.032 acre tract, the South line of said 2.427 acre tract, the Easterly South line of a 6.9161 acre tract described in deed to the Y.M.C.A. on June 21, 1984, recorded in File No. 22782 of the Records of the County Clerk of Smith County, Texas, a distance of 979.75 ft. to a 1/2" Iron Rod (found) for the Southeast corner of same, the Northeast corner of said 9.032 acre tract, in the West line of the J. D. Hairston 11.229 acre tract described in Volume 3400, Page 817;

THENCE South 01 deg. 16 min. 44 sec. West with the West line of said 11.229 acre tract, the East line of said 9.032 acre tract, a distance of 354.49 ft. to a 1/2" Iron Rod (found) for the Southeast corner same, the Northeast corner of said 18 acre tract;

THENCE North 60 deg. 47 min. 11 sec. West with the South line of said 9.032 acre tract, the North line of said 18 acre tract, a distance of 1144.55 ft. to the place of beginning, containing 9.032 acres of land. Said tract being the same land described in General Warranty Deed dated 1-5-96 from Principal Financial Securities, Inc. (fka Sppler, Guerrin & Turner, Inc.) Custodian for the benefit of A. E. Shull IRA Account No. 080-280441-1-9 to Rauscher Pierce Refines, Inc. recorded in Volume 3823, Page 730, Official Public Records of Smith County, Texas.

Unofficial Copy

# ASHMORE HOMEOWNERS ASSOCIATION TYLER, TEXAS

The proposed restated and amended protected covenants and bylaws were posted on the Ashmore website on 3-30-23. The membership was advised of this posting via email on 3-30-23. A Homeowners meeting was conducted on 4-13-23 to discuss the covenants/bylaws and voting procedure. Please mark your ballot, sign, date, and address.

## BALLOT

Proposed Action to Approve the Restated and Amended Bylaws

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

Proposed Action to Approve the Restated and Amended Protective Covenants

\_\_\_\_\_ FOR

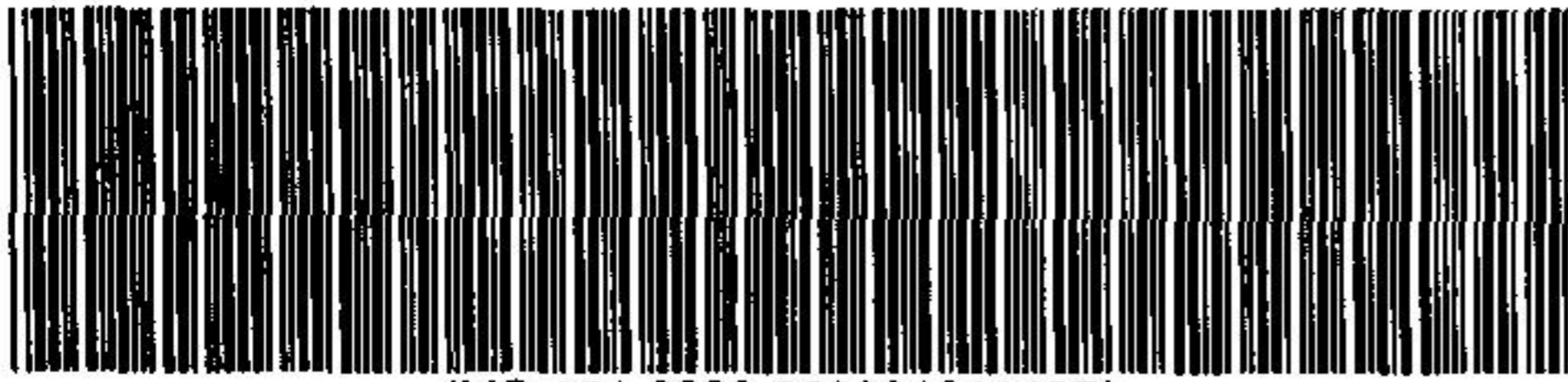
\_\_\_\_\_ AGAINST

NAME

DATE

ADDRESS

Unofficial Copy



\*VG-151-2023-202301011467\*

Smith County  
Karen Phillips  
Smith County Clerk

Document Number: 202301011467

Real Property Recordings  
RESTRICTION

Recorded On: April 24, 2023 11:42 AM

Number of Pages:

Billable Pages

" Examined and Charged as Follows: "

Total Recording: \$142.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*  
Any provision hereinafter which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of race or sex is invalid and unenforceable under federal law.

File Information:

Document Number: 202301011467  
Receipt Number: 20230424000069  
Recorded Date/Time: April 24, 2023 11:42 AM  
User: Suni W



STATE OF TEXAS  
Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips  
Smith County Clerk  
Smith County, TX