

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT AT THE SPRINGS (PHASE I AND PHASE II)

231103

02/04/97 374445 \$49.00

Deed

STATE OF TEXAS  
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THAT Branch Properties, Inc., a Texas corporation (hereinafter called the "Declarant"), is the owner of those certain two (2) tracts of land containing approximately 20.957 acres (hereinafter called "Phase I") and containing approximately 8.928 acres (hereinafter called "Phase II"), Phase I and Phase II are hereinafter collectively called the "Property", that are located in the City of Coppell (hereinafter called the "City"), Dallas County (hereinafter called the "County"), Texas, the legal description of which Property is marked Exhibit A - Legal Description of the Summit at the Springs, attached hereto and incorporated herein for all purposes.

The Declarant is developing the Property into single-family residential lot additions to the City to be known, respectively as "Summit at the Springs Phase I" and "Summit at the Springs Phase II" (hereinafter collectively called the "Additions"). As used herein, the term "Plats" shall mean collectively that certain Final Plat of Summit at the Springs Phase I and that certain Final Plat of Summit at the Springs Phase II depicting the Additions which are approved by the City Council of the City for recording in the Map Records of the County, as the Plats may be amended from time to time.

By the execution and recordation of this Declaration of Covenants, Conditions and Restrictions for Summit at the Springs (Phase I and Phase II) (hereinafter called the "Declaration"), the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of establishing a general scheme for the development of the Property and all of the lots to be developed on the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and all of the lots to be developed on the Property and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

## ARTICLE ONE

### CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots (except for the Common Acre Lots, which term is hereinafter defined in Section 4.3 of this Declaration) to be developed on the Property (hereinafter, individually, called a "lot", and, collectively, called the "lots") shall be used for single-family residential purposes only. No building shall be erected, altered, placed

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or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage Requirements.

(A) Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles, which garage shall conform in design and materials with the main structure.

(B) Each garage door shall be equipped with an automatic door opener.

(C) The direction garage door openings face and the location thereof shall require the approval of the Committee (which term is hereinafter defined in Section 2.1 of this Declaration), except for those garage door openings which face alleyways.

(D) Garage door openings shall remain closed except when in actual usage.

Section 1.4 Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or similar substance that is approved by the Committee. With reference to lots abutting alleyways as shown on the Plats, driveways shall connect to such alleyways. Circular driveways along the front of any residence must have the approval of the Committee as to grade, design, location and materials.

Section 1.6 Uses Specifically Prohibited.

(A) 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 sales office and/or construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(B) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor

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shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. No vehicle of any type shall be parked overnight on any public street or on any circular driveway or between a house and a street. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(C) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except where parked within a closed garage and except those used by a builder during the construction of improvements on the Property.

(D) No vehicle of any size which transports inflammatory or explosive cargo or hazardous material may be kept on the Property at any time. reptiles No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperative cars or vehicles of any type or nature may be kept or situated on the Property:

(F) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the: construction period.

(G) No oil or gas drilling, oil or gas development operation, nil or gas refining, quarrying or mining operations of any kind shall be permitted in the Property, nor shall nil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(H) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be. raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined in the back of each lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

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(I) No lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment; disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(J) No individual water supply system shall be permitted on the Property.

(K) No individual sewage disposal system or septic tank shall be permitted on the Property.

(L) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(M) No air-conditioning apparatus or evaporative cooler shall be installed on or adjacent to any portion of a residence that is visible from a public street.

(N) Except with the written permission of the Committee or as set forth herein, no exterior antennae, discs or other equipment for receiving or sending sound or video messages shall be permitted on the Property except one (1) satellite dish with a diameter of no more than eighteen inches (18") may be placed in the backyard so long as it is completely screened from view from any street, alley, park or other public area.

(O) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or is a nuisance, annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until the builder's last residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with the adjoining homeowners' use and enjoyment of their residences and yards.

(P) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the roadway shall be placed 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 the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree

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shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(Q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention and purpose of these provisions that only new construction be placed and erected thereon.

(R) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(S) The general grading, slope and drainage plan of a lot may not be altered without the prior approval of the Committee, the City and all other appropriate agencies having authority to grant such approval.

(T) No sign of any kind shall be displayed to public view on any lot except one (1) sign of not more than sixteen (16) square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. The Declarant may place signs advertising the Additions in any size that is permitted by the City on any of the Common Areas or on any of the lots until they are sold by the Declarant. The Declarant and 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.

(U) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(V) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(W) Cable television services lines and termination points shall be installed below ground level.

Section 1.7 Minimum Floor Area and Minimum First Floor Height. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, breezeways, patios and detached accessory buildings, shall be not less than two thousand seven hundred (2,700) square feet or the minimum habitable floor area as specified by the City, whichever is the greater. The total air-conditioned living area of the ground floor of each residence, as measured to the outside of exterior walls but exclusive of open porches, garages, breezeways, patios and

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detached accessory buildings, shall have an air-conditioned area of not less than one thousand eight hundred (1,800) square feet. The height from the structural floor of each main residential) structure to the roof or floor joists above shall be at least ten feet (10') at the front elevation.

Section 1.8 Building Materials. The total exterior wall area of all structures constructed or placed on a lot shall be at least Eighty Percent (80%) of masonry construction; provided, further, that the side and rear portions of any second story of houses which back to or side to Bethel Road shall be Eighty Percent (80%) masonry. Roofing shall be either copper, slate, tile, profiled metal or premium profiled asphalt shingles with a minimum weight of three hundred (300) pounds per square one hundred (100) feet with a minimum 8 12 foot roof slope (with no flat roof permitted except under balconies) shall be required; chimney flues shall be covered with brick or masonry; colors of roofing materials shall be earth tones; any aluminum windows shall be divided light with no mill finish or clear anodized aluminum finish; use of mirrored glass windows or doors shall be prohibited and no awnings shall be placed on the front or side elevations of any residence.

Section 1.9 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plats or as required by the City. In any event, no building shall be located on any lot nearer than twenty-five feet (25') to, nor further than thirty-five feet (35') from, the front lot line or nearer than sixteen feet (16') to the structures on the lots that are located on either side of the said lot, except that structures on corner lots shall be no nearer than fifteen feet (15') to the side property line adjoining the street. Eaves and steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 1.10 Waiver of Front Setback Requirements. With the written approval of the Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 1.11 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material that is approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than six feet (6') behind the adjacent front wall of any residence. However, all side yard fencing on corner lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plats and shall not extend beyond a point of six feet (6') behind the front of the residence on that side. Fences or walls erected by the Declarant shall become the property of the owner of the lot on which the same are erected and as such shall be maintained and repaired by such owner. No fence built along the rear or side portion of Lot 28, Lot 29, Lot 30, Lot 31, Lot 41, Lot 42, Lot 43 or Lot 45 in Block B in Phase II shall encroach upon or enclose any part of the sanitary sewer easement described in Volume 68079, Page 113 and Page 163, Deed Records, Dallas County, Texas, as shown on the Plats, or any part of the floodplain of Grapevine Creek as designated by the Federal Emergency Management Agency.

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Except for the fence to be constructed by the Declarant and maintained by the Association (which term is hereinafter defined in Section 3.1 of this Declaration) in the areas that are designated as Lot 1X in Block A in Phase I and as the fifteen (15) foot Landscape Easement in Lot 1 in Block B in Phase I along Bethel Road as shown on the Plats, no portion of any fence shall extend beyond eight feet (8') in height. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any public right-of-way. Retaining walls shall be made only of masonry (no wood retaining walls are permitted) and, in order to maintain uniformity and continuity, all such walls must be approved by the Committee prior to construction.

Section 1.12 Sidewalks. All sidewalks shall conform to the City specifications and regulations. Surface materials of sidewalks must have the approval of the Committee prior to construction.

Section 1.13 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee; provided, however, where gangboxes are required by the U.S. Postal Service or the City, the Declarant shall build such gangboxes in the Common Areas or within the street right-of-way behind the curb and they shall be maintained by the Association.

Section 1.14 Landscaping and Irrigation. Two (2) trees with a minimum four inch (4") caliper shall be required for the front yard of each dwelling unit, to be installed if not already in existence prior to occupancy. Trees that are already in existence on the Property do not have to be approved by the Committee. Newly planted trees shall be either Live Oak, Shumard Oak, Burr Oak, Cedar Elm, Bradford Pear or such other variety that is approved by the Committee. Each house shall have an underground irrigation system that shall irrigate all grassed areas, shrubs and ground cover (except areas in the floodplain), which irrigation system shall be controlled by an automatic timer.

## ARTICLE TWO ARCHITECTURAL CONTROL

Section 2.1 Appointment. The Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards on the Property. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by the Declarant of any member of the Committee, the remaining members shall appoint a successor member. In default of such appointment, the Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to

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compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to all of the following:

(A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;

(B) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots on the Property; and

(C) The other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots on the Property. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on the plans that are submitted to the Committee. With respect to all matters that are under the jurisdiction of the Committee, the decision of the Committee shall be final and absolute.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail or actually delivered to the Committee at the address of the Declarant that is shown on the signature page of this Declaration. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify by separate attached letter any requested variance from the setback lines and any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a written statement that sets forth the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein,

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shall be in writing. In no event shall the Committee give verbal approval of any plans. If the person submitting the plans shall not have received written approval or disapproval from the Committee within thirty (30) days after the date of submission, such person shall give written notice to the Committee in the same manner as provided for original submission of plans and specifications advising that such person did in fact deliver plans and specifications in a specified manner on a specified date demanding approval or disapproval within ten (10) days or receipt of such notice by the Committee. If the Committee then fails to approve or disapprove such plans and specifications within ten (10) days after the Committee's actual receipt of such written notice, the person submitting such plans and specifications and such ten (10) day notice, may deem approval thereof, and, in such case, written approval of the Committee shall not be required. In case of a dispute about whether the Committee responded within the original thirty (30) day time period or within the additional ten (10) day notice period, the person submitting the plans and specifications and the ten (10) day notice shall have the burden of establishing that the Committee received the plans and specifications and the ten (10) day written notice. The Committee's receipt of plans and specifications and the said ten (10) day notice may be established by a signed certified mail receipt or a signed delivery receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards that are specified herein. One of the objectives of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. Another of the objectives of the Committee is, generally, to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6 Termination: Continuation. The Committee appointed by the Declarant shall cease to exist on the earlier of the following: (A) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (B) the date on which residences have been constructed on all lots on the Property. Notwithstanding the above provision, at any time after the termination of the Committee, the Association, acting by the affirmative vote of two-thirds (2/3) of the members present and voting at a meeting of the members of the Association called for such purpose, shall have the authority to have a committee selected by the Board of Directors of the Association to continue the functions of the Committee. Variations from the standards that are set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee or Association committee during their periods of control.

Section 2.7 Liability of Committee. The members of the Committee shall have no liability for decisions that are made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation

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to check for errors in or omissions from any such plans, or to check for such plans compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue. This Section 2.7 shall also apply to the members of the Association committee, if such a committee comes into existence pursuant to Section 2.6 of this Declaration.

**ARTICLE THREE**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 3.1 Membership. Every owner of a lot shall be a member of the Homeowners' Association of Summit at the Springs, Inc., a Texas non-profit corporation, and its successors and assigns (herein called the "Association"). Membership shall be appurtenant to and shall not be separated from ownership of any lot which is part of the Property. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 3.2 Voting Rights. The Association shall have two (2) classes of voting membership to be designated, respectively, Class A and Class B:

(A) Class A. The Class A Members shall be all lot owners with the exception of the Declarant (until conversion of the Class B Membership into the Class A Membership as hereinafter provided), and shall be entitled to one (1) vote for each lot owned by a Class A Member. When more than one person owns an interest in any lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised as the owners of the particular lot shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any lot by a Class A Member.

(B) Class B. The Class B Member shall be the Declarant which shall be entitled to three (3) votes for each lot that it owns. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever first occurs:

- (i) Thirty (30) days after the total votes outstanding in the Class A Membership with respect to the entire Property equal or exceed the total votes outstanding in the Class B Membership; or
- (ii) Ten (10) years following the earliest date upon which ownership of any lot becomes vested in a person other than the Declarant.

Section 3.3 Board of Directors. The members of the Association shall elect the Board of Directors. The Board of Directors shall, by majority rule, conduct the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the Articles of Incorporation and/or Bylaws of the Association.

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Section 3.4 Bylaws. The Association may make whatever rules and Bylaws it deems desirable to govern the Association and its members; provided however, any conflict between the Bylaws and the provisions of this Declaration shall be controlled by the provisions of this Declaration.

#### ARTICLE FOUR ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. Each owner (other than the Declarant) by acceptance of a deed to a lot, is deemed to covenant and agree to pay to the Association the following: (A) annual assessments or charges, and (B) special assessments, both of which assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment came due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Annual Assessment. Each lot is hereby subjected to a maintenance charge and assessment in the amount of Six Hundred Dollars (\$600.00) per twelve (12) month period for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and assessment will be paid by the owner or owners of each lot to the Association in advance. The first assessment in the amount of Six Hundred Dollars (\$600.00) shall be due and payable on the date that is determined by the Declarant, which date shall be no later than twenty-four (24) months after acceptance of the Additions by the City. The amount at which each lot will be assessed will be determined annually by the Board of Directors of the Association at least thirty (30) days in advance of the due date for each assessment. The assessment may be increased for each succeeding twelve (12) month period by the Board of Directors by an amount equal to not more than Twenty Percent (20%) of the assessment, which could have been made without a vote of the membership in the case of the previous twelve (12) month period. The assessment may be increased for each succeeding twelve (12) month period to an amount in excess of Twenty Percent (20%) of the assessment for the previous twelve (12) month period by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present. The assessment for each lot shall be uniform. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4.3 Purposes. The Association shall use the proceeds of the Maintenance Fund for the current cost, and to create a reserve fund to pay for the future cost of and shall be responsible for providing for the

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continuous and perpetual operation, maintenance and repair of landscape systems, features and elements, landscape irrigation systems, screenings walls, fences, subdivision entry features and all other physical facilities and grounds that are to be installed and/or constructed by the Declarant in, upon or under (A) Lot 1X and Lot 2X in Block A in Phase I; Lot 1X, Lot 3X, Lot 11X and Lot 17X in Block B in Phase I; Lot 26X, Lot 32X, Lot 33X, Lot 41X and Lot 43X in Block 8 in Phase II, all as shown on the Plats; and (B) all improvements and landscaping in, upon or under the fifteen (15) foot Landscape Easement located across the north side of Lot 1 in Block B in Phase I, as shown on the Plats. Lot 1X and Lot 2X in Block A in Phase I, Lot 1X, Lot 3X, Lot 11X and Lot 17X in Block B in Phase I and Lot 26X, Lot 32X, Lot 33X, Lot 41X and Lot 03X in Block 8 in Phase II are herein collectively called the "Common Area Lots". The Common Area Lots and the fifteen (15) foot Landscape Easement that is located across the north side of Lot 1 in Block B in Phase I are hereinafter collectively called the "Common Areas". The Common Area Lots shall be conveyed by the Declarant to the Association. The Association shall maintain all of the Common Areas.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any twelve (12) month period, a special assessment applicable to that twelve (12) month period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including walls, fences, lighting, signs and sprinkler systems, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Sixty Percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.5 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment that is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen Percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot. No owner may waive or otherwise escape liability of the assessment provided for herein by nonuse of any Common Area or abandonment of his lot. No Class A Member may vote on any matter in the event, that the Class A Member is delinquent in the payment of any assessment.

Section 4.6 Subordinated Lien to Secure Payment. The lien of the assessments provided for herein shall be subordinate to the liens of any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due

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prior to such sale or transfer. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due.

Section 4.7 Duration. The foregoing maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of this Declaration.

Section 4.8 Failure or Refusal to Maintain the Common Areas. In the event that the Association or its Board of Directors shall fail or refuse to maintain the Common Areas to City specifications for an unreasonable time, not to exceed ninety (90) days after written request to do so, the City, by and through a majority of its City Council members, shall have the same right, power and authority as is herein given to the Association and its Board of Directors to enforce these covenants and levy assessments necessary to maintain the Common Areas. It is understood that in such event, the City, through its City Council, may elect to exercise the rights and powers of the Association or its Board of Directors, to the extent necessary to take any action required and levy any assessment that the Association might have, either in the name of the Association, or otherwise, to cover the cost of maintenance of the Common Areas.

#### ARTICLE FIVE PROPERTY RIGHTS IN COMMON AREAS

Section 5.1 Association's Rights. The Association and its assigns, contractors and employees shall have the right and easement to enter upon the Common Areas for the purpose of exercising the rights and performing the obligations of the Association that are set forth in this Declaration. The Association shall have the right, power and authority to do any act which is consistent with or required by this Declaration, whether the same be expressed or implied.

Section 5.2 Common Area Easements. Every owner shall have a non-exclusive right and easement of enjoyment in and to any Common Area, which right shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 5.3 Delegation of Rights. Any owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family or to persons residing on the lot under a lease or contract to purchase from the owner.

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## ARTICLE SIX GENERAL PROVISIONS

Section 6.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are and shall be reserved as shown on the Plats. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. The Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot, except that the Association shall maintain the fifteen (15) foot Landscape Easement that is located across the north side of Lot 1 in Block B in Phase I.

Section 6.2 Plats. All dedications, limitations, restrictions and reservations that are or will be shown on the Plats are and shall be deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying lots on the Property, whether specifically referred to therein or not.

Section 6.3 Lot Maintenance. The owner and occupant of each lot shall, upon occupying a house, establish grass in the front yard and sideyards, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that are adjacent to the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. Upon failure of any owner to maintain any lot, the Declarant or its agent or the Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgement, and the owner of that lot shall be obligated, when presented with an itemized statement, to reimburse the Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any lot for the cost of such work or the reimbursement for such work.

Section 6.4 Maintenance of Improvements. The owner of each lot shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 6.5 Mortgages. It is expressly provided that the breach occurring after such acquisition of title.

Section 6.6 Term. The foregoing covenants, conditions, restrictions and agreements shall run with and bind the land and shall remain in full force and effect for a term of twenty-five (25) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless there is an affirmative vote to terminate the foregoing covenants, conditions, restrictions and agreements by the then owners of Fifty-One Percent (51%) of the lots on the Property and approval by a majority vote of the then members of the City Council of the City.

Section 6.7 Severability. If any covenant, condition, restriction or agreement herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a Court of competent jurisdiction, such invalidity shall in no way affect any

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Section 6.11 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 6.12 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those that are set forth herein, the requirements of such authorities shall be complied with. Other authorities imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 6.13 Addresses. Any notice or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notice or correspondence to the Committee or the Association shall be addressed to the address shown below the signature of the Declarant below or to such other address as is specified by the Committee or the Association pursuant to an instrument recorded in the Deed Records of the County.

Section 6.14 Association's Election. If at any time the Association, acting as a result of the affirmative vote of two-thirds (2/3) of the members present and voting at a meeting of the members of the Association called for such purpose, elects to perform some or all of the Declarant's landscaping, maintenance, approval or other rights or functions hereunder, and if such decision is approved by the Declarant, then the Association shall be entitled to all the discretion, authority, easements and rights of the Declarant with respect to the matters as to which the Association elects to assume responsibility.

Section 6.15 Amendment. At any time, the owners of the legal title to Sixty-Six Percent (65%) of the lots on the Property (as shown by the Deed Records of the County) may amend the covenants, conditions, restrictions and agreements that are set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of the Declarant. Notwithstanding any of the foregoing provisions of this Declaration, the provisions in this Declaration with respect to the duty of the Association to maintain the Common Areas, the assessment procedures and all the rights extended to the City with respect to the Common Areas, shall not be revoked or amended without the additional approval of a majority of the then members of the City Council of the City.

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**97023 03541**

EXECUTED this 24th day of January, 1997.

ATTEST:

BRANCH PROPERTIES, INC.  
DECLARANT

BY: JOYCE BAGLEY  
ASSISTANT SECRETARY

BY: WAYNE CHERRY  
VICE PRESIDENT

ADDRESS:

C/O BAPTIST FOUNDATION OF TEXAS  
1601 ELM STREET - SUITE 1700  
DALLAS, TEXAS 75201-7241

STATE OF TEXAS

COUNTY OF DALLAS

This Declaration of Covenants, Conditions and Restrictions for Summit at the Springs (Phase I and Phase II) was acknowledged before me this 20th day of January, 1997, by WAYNE CHERRY, the Vice President of BRANCH PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

UPON RECORDATION RETURN TO:

CYRIL D. KASMIR, ESQ.  
KASMIR & KRAGE, L.L.P.  
2001 BRYAN TOWER - SUITE 2700  
DALLAS, TEXAS 75201-3059

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Exhibit A

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**FIRST AMENDMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SUMMIT AT THE SPRINGS  
(PHASE I AND PHASE II)**

**310002**  
02/14/97 389016 \$19.00  
Deed

STATE OF TEXAS  
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

BRANCH PROPERTIES, INC., a Texas corporation (hereinafter called the "Declarant"), owns these certain two (2) tracts of land containing approximately 20.957 acres and containing approximately 8.928 acres that are located in the City of Coppell (hereinafter called the "City"), Dallas County, Texas, the legal description of which tracts of land is marked Exhibit A - Legal Description of the Summit at the Springs, attached hereto and incorporated herein for all purposes (hereinafter collectively called the "Property"),

The Declarant is developing the Property into two (2) single-family residential lot additions to the City that are known as Summit at the Springs Phase I and Summit at the Springs Phase II in accordance with the Final Plat of Summit at the Springs Phase I which was approved by the City and recorded in Volume 97023, Page 3493 of the Plat Records of Dallas County, Texas, and in accordance with the Final Plat of Summit at the Springs Phase II which was approved by the City and recorded in Volume 97023, Page 3469 of the Plat Records of Dallas County, Texas.

The Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Summit at the Springs (Phase I and Phase II) on January 20, 1997, which was recorded in Volume 97023, Page 3526 of the Deed Records of Dallas County, Texas (hereinafter called the "Declaration").

The Declarant has decided to amend the Declaration by the execution and recordation of this First Amendment of the Declaration of Covenants, Conditions and Restrictions for Summit at the Springs (Phase I and Phase II) (hereinafter called the "First Amendment").

The Declarant is the owner of the legal title to One Hundred Percent (100%) of the lots on the Property.

Section 1.7 of Article One of the Declaration is hereby amended to read as follow:

Section 1.7 Minimum Floor Area and Minimum First Floor Height. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, breezeways, patios and detached accessory buildings, shall be not less than three thousand (3,000) square feet or the minimum habitable floor area as specified by the City, whichever is the greater. The total air-conditioned living area of the ground floor of each residence, as measured to

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the outside of exterior walls but exclusive of open porches, garages, breezeways, patios and detached accessory buildings, shall have an air-conditioned area of not less than one thousand eight hundred (1,800) square feet. The height from the structural floor of each main residential structure to the roof or floor joists above shall be at least ten feet (10') at the front elevation.

EXECUTED this 13th day of January, 1997.

ATTEST: BRANCH PROPERTIES, INC.  
DECLARANT

BY: JOYCE BAGLEY  
ASSISTANT SECRETARY

BY: WAYNE CHERRY  
VICE PRESIDENT

ADDRESS:  
C/O BAPTIST FOUNDATION OF TEXAS  
1601 ELM STREET - SUITE 1700  
DALLAS, TEXAS 75201-7241

STATE OF TEXAS

COUNTY OF DALLAS

This First Amendment of the Declaration of Covenants, Conditions and Restrictions for Summit at the Springs (Phase I and Phase II) was acknowledged before me this 13th day of February, 1997, by WAYNE CHERRY, the Vice President of BRANCH PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

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