

ANY RESTRICTIONS BASED
ON RACE, COLOR, RELIGION,
SEX, HANDICAP, FAMILIAL
STATUS, OR NATIONAL
ORIGIN ARE HEREBY DELETED

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS OF SUMMERBROOKE ESTATES

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL BY THESE PRESENTS:

THIS DECLARATION made this 8th day of OCTOBER
1995, by R & S DEVELOPMENT, INC., a Texas corporation, hereinafter called
"Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property in Tarrant County, Texas,
described in Article II of this Declaration and desires to create thereof a planned
community for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and
amenities in said community, and to this end desires to subject the real property
described in Article II to the covenants, restrictions, conditions, easements, charges, and
liens, hereinafter set forth, each and all of which is and are for the benefit of said property
and each owner thereof; and

NOW, THEREFORE, Developer declares that the real property described in Article
II shall be held, transferred, sold, conveyed and occupied subject to the covenants,
restrictions, conditions, easements, charges, and liens (sometimes referred to herein as
"restrictions, covenants and conditions") hereinafter set forth.

ARTICLE I
Definitions

The following words, when used in this Declaration or any supplemental declaration
(unless otherwise indicated) shall have the following meanings:

"The Properties" shall mean and refer to all existing properties and
additions thereto, as are subject to this Declaration or any supplemental
declaration.

"Lot" shall mean and refer to any plot of land shown upon any
recorded subdivision plat of The Properties.

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"Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including purchasers under contract from Developer, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Developer" shall mean and refer to R & S Development, Inc. and/or its successors and assigns.

ARTICLE II
Properties Subject To This
Declaration: Additions Thereto

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Tarrant County, Texas, and is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes, all of which property shall hereafter be referred to as "Existing Property"

ARTICLE III
Architectural Control

No building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans, and specifications, showing the nature, kind, shape, design and location in relation to surrounding structures and topography have been approved by an Architectural Control Committee. This Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Developer. In the event the Architectural Control Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event, if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IV
Restrictive Covenants

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

- a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets, in which case the dwelling constructed on such Lot shall front as the Architectural Control Committee may approve, on either of the two streets or partially on both.
- b. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Lot, or as otherwise approved by the Architectural Control Committee.
- c. The floor area (that area enclosed for heating and/or air conditioning of any Living Unit) shall be not less than 2,000 square feet.
- d. All dwellings shall be constructed of stone, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, or such other material as may be approved by the Architectural Control Committee, to the extent of at least eighty percent (80%) of the area of the outside walls on the first floor. The second floor of such dwelling may be masonry or such other material as may be approved by the Architectural Control Committee.
- e. No dwelling, accessory, structure, or fence shall be erected or maintained on any Lot until the building plans and specifications for same, and a plot plan (accurately showing the topography of the Lot) showing the proposed location of same have been approved by the Architectural Control Committee. This section shall be applicable to initial construction and to alterations, changes, and additions at any time subsequently made. In no case shall the Architectural Control Committee's approval of proposed improvements be unreasonably withheld.
- f. No wire or woven fence is permitted on any part of any Lot, except as otherwise approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower, or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of the adjoining property.

- g. All Lots shall be used for single-family residential purposes only, which single-family residence shall not exceed two and one-half (2 1/2) stories in height. Garages shall be at least two-car size.
- h. None of the Lots shall be subdivided into smaller Lots.
- i. All roofs shall be constructed of 240 pound composition roofing material.
- j. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- k. No sign shall be erected or maintained on any Lot except a "for sale" sign, which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer.
- l. No radio, television or other aerial shall extend more than fifteen (15) feet above the highest point of the roof of any building, and no such aerial shall be maintained on any lot not containing a dwelling except as may be approved by the Architectural Control Committee. TV satellite dishes must be screened from the street.
- m. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property Owner in a neat and orderly fashion.
- n. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil, rocks, etc.
- o. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.
- p. No boat, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled, or enclosed portion of such Lot, and any such fence, wall, or other enclosure shall be subject to approval by the Architectural Control Committee.

- q. All houses and structures permitted shall be completed within twelve (12) months from date of commencement of construction, or unless otherwise extended by the Architectural Control Committee.
- r. Specifically exempted from the provisions of this section are activities by the Developer, carried out in the regular pursuit of construction, maintenance, and sales within the subdivision, which exemption shall end when all development activity including sales by them are completed.
- s. No vehicle of any size which transports inflammatory or explosive cargo may be kept in The Properties at any time.
- t. Mailboxes shall be constructed of brick or other material and design to match the residence as approved by the Architectural Control Committee and United States Postal System.
- u. Each lot on which a Living Unit is constructed shall have landscaping including, but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining Lots and the neighborhood setting intended for The Properties. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety percent (90%) complete. Lot Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.
- v. At the beginning of the initial construction of any Living Unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonably required for the individual Living Unit.
- w. Each Owner of any Lot or Living Unit in The Properties, shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations.

ARTICLE V General Provisions

Section 1. Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be

automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living Units has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserved Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary, or amend (by an appropriate letter to that effect addressed and delivered to such applicant Owner by Developer), the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Developer, such action be necessary to relieve hardship or permit good architectural planning to be affected. Developer also reserves the right to redivide and replat any of the property shown on the Plat of any Lot or Unit now or hereafter recorded for any Lot or Unit of The Properties at any time in question owned by the Developer without any notice or consent of any other Owner.

Section 3. Sales Office. Developer may designate the location of a sales office for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as Developer deems it unnecessary to continue.

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

Section 5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed with respect to any Lot to the same effect if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

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

Section 7. Other Committees. Developer may, until seventy-five percent (75%) of all Lots in The Properties have been sold and Living Units constructed thereon, appoint a committee of one or more persons to exercise any or all of the discretionary right, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

Section 8. Notices. Any notice required to be sent to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as an Owner of record at the time of such mailing.

Section 9. Enforcement. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10. Amendments. Notwithstanding anything herein contained, these restrictions, covenants and conditions may be amended and/or changed in part as follows:

- a. Prior to December 31, 1996, or when ninety percent (90%) of all Lots in SUMMERBROOKE ESTATES have been sold and Living Units constructed thereon, whichever is later, Developer, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least fifty-one percent (51%) of the Owners of record.
- b. After the occurrence of the last of the events described in paragraph a., above, these covenants and restrictions may be amended or changed upon the express written consent of at least seventy-five percent (75%) of the Owners of record.

Section 11. Rules and Regulations. The Developer may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of SUMMERBROOKE ESTATES' harmony with the guidelines set forth in these restrictions, covenants and conditions.

- Section 12. The Developer will form a Homeowners' Association for the purpose of assessing dues to be used for the maintenance of the entrance area and all other areas common. Every Owner will be required to belong to the Homeowners' Association. Once dues have been assessed, any unpaid dues will form a lien upon the property until such time as they are remitted to the Homeowners' Association.

DECLARANT:

R & S DEVELOPMENT, INC.

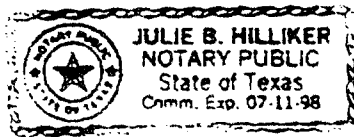
BY: *Sue Bednarczuk*
Sue Bednarczuk, Secretary

THE STATE OF TEXAS

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§
§

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me on the 18th day of October 1995 1995, by SUE BEDNARCZUK, Secretary of R & S DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.



Julie B. Hilliker
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY
Julie B. Hilliker

MY COMMISSION EXPIRES:

7/11/98

NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGIBLE

AFTER RECORDING RETURN TO
R & S DEVELOPMENT
1409 SUMMER BREEZE CT.
ROANOKE, TX 76262
(817) 379-1916
GF# 330020-11

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D195208087
R & S DEVELOPMENT INC
1409 SUMMER BREEZE CT
ROANOKE, TX 76262

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O: R & S DEVELOPMENT INC

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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T O T A L : D O C U M E N T S : 01 F E E S : 23.00

B Y: 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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