

**DECLARATION OF COVENANTS AND RESTRICTIONS
SUMMIT RIDGE ADDITION, TO THE
CITY OF GLEN ROSE, SOMERVELL COUNTY, TX.
(A RESIDENTIAL SUBDIVISION)**

THE STATE OF TEXAS §

COUNTY OF SOMERVELL §

THIS DECLARATION, made on the date hereinafter set forth by Terry L. and Dennis R. Swindle, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Article III of the Declaration and desires to create thereon a residential community with designated "Lots" for the benefit of the present and future owners of said lots, and WHEREAS, Declarant desires to provide for the preservation of the values in said community, and to this end desires to subject the real property described in Article III, to the covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; WHEREAS, all of the land and future owners and occupants of Summit Ridge Addition are entitled to all rights and privileges of Citizens to the City of Glen Rose, Tx. yet are bound by the acts and ordinances of said City. NOW THEREFORE, the declaration declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, (sometimes referred to herein collectively as "covenants and restrictions" hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

- (a) "The Subdivision" shall mean and refer to Summit Ridge Addition, and any other real property brought within the scheme of this Declaration.
- (b) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration.
- (c) "Subdivision Plats" shall mean and refer to the respective maps of plats of Summit Ridge Addition recorded in Plat Records of Somervell County, Tx.
- (d) "Lot" and/or "Lots" shall mean and refer to each of the lots shown upon the Subdivision Plats. Reference herein to "the Lots (each lot) in The Subdivision" shall mean and refer to Lots as defined respectively in this Declaration.
- (e) "Owner" shall mean and refer to the record Owner, or if such Lot is subject to a term purchase contract with Declarant, to the contract purchaser whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners in The Subdivision" shall mean and refer to Owners as defined in this Declaration and all Supplemental Declarations.

**ARTICLE II
EASEMENT AREAS**

Section 1. Easements. The Subdivision Plat dedicates for use as such, certain streets and easements shown thereon, said easements reserved are shown on said plat.

Section 2. Installation and Maintenance. There is hereby created for said easements a right and privilege for ingress and egress in connection with installing, replacing, and repairing and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of said easements, it shall be expressly permissible for the pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Neither the Declarant, the City of Glen Rose, nor any supplier or any utility or service using any easement area shall be liable to any Owner or occupant 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, operation or repair of any facility in any such easement area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of the following:

BEING A 78.186 acre tract of land out of the J.A. HERNANDEZ SURVEY, ABSTRACT NO. 42; Somervell County, Texas, also being a portion of SUMMIT RIDGE ESTATES, an addition to the City of Glen Rose, Somervell County, Texas, according to the plat thereof recorded in Volume 85 Page 357, Deed Records, Somervell County, Texas, and being described by metes and bounds as follows on the attached page.

ARTICLE IV
CONSTRUCTION REQUIREMENTS

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on a Lot, and all residential structures situated on any Lot shall have not less than 50% brick, or its equivalent, on the exterior wall area, including storage buildings. Stucco exterior finishing shall not constitute masonry (brick) construction, and such stucco finishing shall not be allowed in the Subdivision. Siding may be used with City of Glen Rose approval only.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including but not limited to, all electrical outlets in place and functional all plumbing fixtures installed and operational, all cabinet work completed, all interior wall, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet tile, or other similar floor covering) shall be completed not later than six(6) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) No window or wall type air conditioners shall be permitted to be used, placed, or maintained on or in any building in any part of the Properties, except for unattached workshop or building.

(d) No residential structure erected on any Lot shall have more than (2) two stories. No residential structure which has an exterior area of less than 1500 square feet, exclusive of the area of attached garages, porches, or other appurtenances or appendages, shall be erected on any Lot.

(e) No structure shall be located on any Lot between the building setback lines designated on the City of Glen Rose Ordinances and the street, side or rear lot lines.

ARTICLE V
BUILDING AND USE RESTRICTIONS

Section 1. Residence Buildings and Garages. No building of other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than single family residence with appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot shall have an enclosed attached garage for not less than two(2) nor more than four (4) automobiles. No carport shall be built, placed, constructed, or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose, inconsistent with the garaging of automobiles except in compliance with the exception reserved by the Developer in Article V Section 3 hereof. All owners, their families, tenants and contract purchaser shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purpose only. No owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single family residence for the Owner or his tenant and their families. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, multi-unit structures, garage apartments or toher apartment use. No Lot shall be used or occupied for any business commercial trade of professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular, or prefabricated home, tent, shack, barn, or any other structure or building other than the residence to be built thereon shall be placed on any Lot, either temporary or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place, and maintain such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements in the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builder shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Properties, including the right to enclose the garage area as a temporary office, but in no event, shall a builder have such right for a period in excess of six (6) months from the date of substantial completion of his last residence in the Properties.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. Declarant shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than one ton or motor vehicles not currently licensed, shall be permitted to be parked on any Lot (except in the garage) or on any street. This shall not exclude however the parking of conventionally built motor homes, provided said motor homes are parked on driveways and not streets. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited.

Section 5. Signs. Except for signs, billboards, or other advertising devices, displayed by the Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 5 are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

(a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period and

(b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Declarant or its agent shall have the right to remove any sign not complying with the provisions of the Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 6. Animals. No animals, livestock, caged wild animals or poultry of any kind shall be raised, bred, or kept on any Lot Except that dogs, cats or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 7. Garbage & Refuse Storage & Disposal. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tight fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without reasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 8. Septic Tanks. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot, or other portion of the Properties.

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Section 9. Driveways. Driveways from the street to the house must be constructed of concrete, the quality of which must be within the limits of the City of Glen Rose.

Section 10. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

Section 11. Resubdivision. No Lot shall be resubdivided unless approved in writing by the Declarant.

Section 12. Oil and Mining Operations. No oil drilling or 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything thereon. Declarant or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant as the case may be, agrees by the purchase of occupancy of such Lot to pay such statement immediately upon receipt thereof.

ARTICLE VI GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Declarant or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns.

Section 2. Enforcement. The Declarant, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in this Declaration. Failure of the Declarant or of 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 their right to take enforcement action upon any subsequent breach of default.

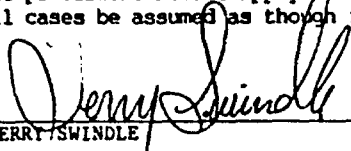
Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to waive, vary or amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correction any typographical or grammatical error, ambiguity or inconsistency appearing herein, or to relieve hardship or permit good architectural planning.

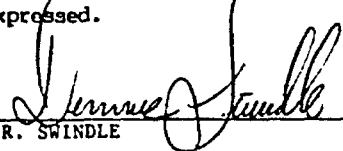
Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provisions, necessary to give meaning, validity, or effect to any other word, clause, sentence, or provisions appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was not intentional and that the omitted punctuation, word, clause, sentence, or provisions shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Declarant at the time of such mailing.

Section 7. Gender or Grammar. The singular wherever it is used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

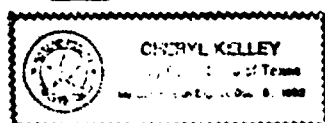

TERRY SWINDLE

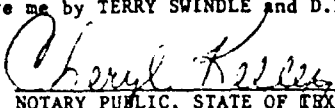

D.R. SWINDLE

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF Sanjose

This instrument was acknowledged before me by TERRY SWINDLE and D.R. SWINDLE on the 10th day of December, 1990.




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF SEMINOLE

I hereby certify that this instrument was FILED on
the 12th day of December, 1990, at the County Clerk's
office in the County of Seminole, Texas, and that the same
has been duly recorded in the Public Records of said
County, Texas, in Book 12-24-90, Page 11.

[Signature]
COUNTY CLERK, SEMINOLE COUNTY, TEXAS

re-recorded
12-24-90

FILED FOR RECORD

11:24 AM, 12-24-90

11 DAY OF Dec. 1990

[Signature]

CLERK OF THE COUNTY CLERK
SEMINOLE COUNTY, TEXAS

By *[Signature]* Deputy