

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made by THE GROVE PARTNERSHIP, A PARTNERSHIP COMPOSED OF ANN GRAHAM ALLEN, SUSAN ALLEN CRAVENS, REBECCA ALLEN LOWRY AND JILL ALLEN BUIE;

Recitals

1. Declarants, are the owners of all that certain real property (“the Property”) located in Ellis County, Texas, known and designated as SPRING CREEK GROVE, PHASE IV, an Addition in Ellis County, Texas, according to the Map or Plat thereof recorded in the Plat Records of Ellis County, Texas; and
2. The Declarants have devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarants, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitude, the Declarants desire to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Developer

- 1.01. "Developer" means Declarants and their successors and assigns.

Lot

- 1.02. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in the Plat Records of Ellis County, Texas, (the "Map"), on which there is or will be built a single family dwelling. The term "Lot" does not include the Common Area.

Owner

- 1.03. "Owner" means the record owner of owners of the fee simple title to any Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Qualified Person

- 1.04. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, city planner or member of the Board.

Common Area

- 1.05. "Common Area" means the entire Property except the Lots and Dedicated Roads, subject to all easements and rights described in this Declaration.

Association

- 1.06. "Association" means an incorporated association consisting of all Owners, which shall have the duty of maintenance, operating, and managing the Common Area as provided in the Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

- 1.07. "Board" means the Board of Directors of the Association.

ARTICLE 2

Architectural Control

Architectural Control Committee

- 2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

Approval of Plans and Specifications

- 2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:
- a) Construction of any building, fence, wall, or other structure.
 - b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3

Exterior Maintenance

- 3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4

Use Restrictions and Architectural Standards

Residential Use Only

- 4.01. All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two (2) or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship.

Type of Buildings Permitted

- 4.02. No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling not to exceed two (2) stories in height, with a private garage for not more than three (3) automobiles and at least two (2) automobiles. However, the Architectural Control Committee shall have the right to approve the construction of a detached garage or guest house in addition to the main dwelling.

Design, Minimum Floor Area, and Exterior Walls

- 4.03. Any one-story residence constructed on a Lot must be of new construction and must have a minimum living area of not less than 2,800 square feet for Lots Nos. 1R-3R, Block A, Phase I; 3,000 square feet for Lots Nos. 4R-19, Block A, Phase I; and a

minimum living area of not less than 2,400 square feet for all remaining Lots of Spring Creek Grove, Phase I, Phase II, Phase III and Phase IV, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any one and one-half and two-story residence constructed on a Lot must be of new construction and must have a ground floor area of not less than 1,700 square feet, with a total square feet area as set out herein, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. All roofs shall be constructed of fireproof materials. No garage or carport or structure other than main residence shall open facing any street in this subdivision. All exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance as determined by the Architectural Control Committee. Construction must be completed within a reasonable time not exceeding eight months from commencement.

Driveways

- 4.04. All driveways shall begin at the street line and extend to the garage or carport of each residence. The driveway shall be composed of concrete only. No asphalt or gravel driveways shall be permitted.

Setbacks

- 4.05. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Map. No side yards at the front building setback line shall be less than ten percent (10%) of the width of the Lot except that a five (5) foot side yard shall be permissible for a garage or other permitted accessory building located forty percent (40%) of the depth of the Lot or more from the front property line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part

of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two (2) or more Lots, or portions of two (2) or more Lots, are consolidated into a building site in conformity with Paragraph 4.06, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

Consolidation

- 4.06. No Lot shall be re-subdivided or split except as follows. Any person owning two (2) or more adjoining Lots may consolidate those Lots into one (1) building site, with the privilege of constructing improvements, as permitted by this Declaration, on the resulting building site.

Easements

- 4.07. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

- 4.08. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

- 4.09. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents,

shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

- 4.10. No signs of any type shall be allowed on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

- 4.11. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

- 4.12. No Log shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Sewage Disposal

- 4.13. No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Ellis County Public Works

Department, and its successors. Approval of the system as installed shall be obtained from that authority. Each system shall have a minimum of 200 feet of lateral line.

Water Supply

- 4.14. No individual water-supply system shall be permitted on any Lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of Ellis County Public Works Department, and its successors. Approval of the system as installed shall be obtained from that authority.

Mailboxes

- 4.15. All mailboxes shall be affixed to a substantial stand permanently placed in the ground, and such mailboxes and supporting stands shall be of a design compatible with the residence and approved in writing by the Architectural Control Committee. All such stands shall be promptly removed upon mail delivery being made available to the main dwelling house.

Storage

- 4.16. No visible part of the property, including any building or part thereof, shall be used as a storage place for merchandise, either loaded or unloaded, for the purpose of sale or otherwise.

Sight Distance at Intersections

- 4.17. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot in the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded

property corner, from the intersection of the street property lines as extended. The same sight-line limitation of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.

Land Near Parks and Water Courses

- 4.18. No building shall be placed, nor shall any material or refuse be placed or stored, on any Lot within 20 feet of the property line of any park or edge of any open water course, identified on the Map. However, clean fill may be placed in that setback area if the natural water course is not altered or blocked by the fill.

Animals

- 4.19. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Fences, Walls, Hedges, and Utility Meters

- 4.20. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot that is permitted for the main residence on such Lot, except for decorative subdivision entry fences. No silver chain link fencing shall be permitted.

Trucks, Buses, and Trailers

- 4.21. No truck with tonnage in excess of $\frac{3}{4}$ ton or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck with

tonnage in excess of $\frac{3}{4}$ ton or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from the street.

Prohibited Activities

- 4.22. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Wood-Burning Stoves and Fireplaces

- 4.23. No fireplace or wood-burning stove shall be installed or used on any Lot unless approved by the Architectural Control Committee.

Poles, Masts, and Antennas

- 4.24. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee.

Water Softeners and Air Conditioning Equipment

- 4.25. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type, and screening of water softeners and air conditioning units shall be first approved by the Architectural Control Committee before installation or use.

Landscaping

- 4.26. Each Owner shall landscape the Lot within six (6) months of completion of the construction of a home with the front and side yard to be fully sodded or hydra mulched with grass.

Entry of Vehicles and Equipment

- 4.27. All commercial, repair and construction vehicles and equipment in excess of $\frac{3}{4}$ ton shall enter and exit through the Broadhead Road entrance only of this subdivision.

ARTICLE FIVE

Easements

Reservation of Easements

- 5.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any interface with the installation, maintenance, operation, or removal of such utility.

Underground Electrical System

- 5.02. An underground electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electrical company to such point as may be designated by the company on the property line of the Lot. The company furnishing electrical service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the

residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE SIX

Association

Creation

- 6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

- 6.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

- 6.03. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

Membership Voting, Elections, and Meetings

- 6.04. The Owners of each Lot in the subdivision shall have one (1) vote for each Lot owned. There shall be at least one (1)

meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

6.05. Through the Board, the Association shall have the following powers and duties:

- a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- b) To enforce this Declaration, the bylaws, its rules and regulations.
- c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- d) To delegate its powers to committees, officers, or employees.
- e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- g) To establish and collect special assessments for capital improvements or other purposes.
- h) To file liens against unit Owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.

- l) To hold regular meetings of the Board at least semi-annually.
- m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- n) To pay taxes and assessments that are or could become a lien on the Common Area.
- o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

ARTICLE SEVEN

General Provisions

Enforcement

- 7.01. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

- 7.02. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

- 7.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property

and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

7.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by Owners or more than 50 percent of the Lots in the Subdivision. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by Owners of 75 percent of the Lots. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Ellis County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorney's Fees

7.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

7.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 25th day of March, 2004.

THE GROVE PARTNERSHIP

By: ANN GRAHAM ALLEN, Partner
SUSAN ALLEN CRAVENS, Partner
REBECCA ALLEN LOWRY, Partner
JILL ALLEN BUIE, Partner