

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AKA "DEED RESTRICTIONS" OF
SUMMER MEADOWS SUBDIVISION**

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON	§	

WHEREAS, ARLINGTON STOR-MORE, L.L.C., a Texas limited liability company (hereinafter referred to as the "Declarant"), is the owner and developer of those certain Lots in that certain tract or parcel of land described as Lots 1-10, Block 1 of SUMMER MEADOWS, a subdivision in Johnson County, Texas (hereinafter referred to as "Summer Meadows" or the "Property"), according to the Plat thereof recorded on December 11, 2025 in Drawer Q as Document Number 2025-183 of the Plat Records of Johnson County, Texas, established these Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") applicable to the following-described Summer Meadows subdivision Addition property, to wit:

A tract or parcel of land situated in J. C. Quick Survey, Abstract No.714, Texas, being part of a 108.61 acre tract conveyed to Arlington Stor-More L.L.C. by deed recorded under County Clerk's File No. 2020-18169, Deed Records, Johnson County, Texas, being more particularly described as follows:

Beginning at a 1/2" iron rod set for corner in County Road No. 707, South 89°43'23" East, 117.22 feet from the northwest corner of said 108.61 acre tract;

Thence South 89°43'23" East with said County Road No. 707 and the north line of said 108.61 acre tract a distance of 1652.14 feet to a 1/2" iron rod set for corner in said County Road No.707 and the north line of said 108.61 acre tract, being the northeast corner of this tract;

Thence South 00°16'37" West a distance of 620.80 feet to a 1/2" iron rod set for corner, being the southeast corner of this tract;

Thence North 89°43'23" West a distance of 1500.00 feet to a 1/2" iron rod set for corner, being the southwest corner of this tract;

Thence North 00°16'37" East a distance of 620.80 feet to the POINT OF BEGINNING and containing 21.38 acres of land, more or less as surveyed on the ground March, 2024 by Tucker Surveyors.

WHEREAS, Declarant does by these presents reaffirm the adoption of the Plat recorded on December 11, 2025 in Drawer Q as Document Number 2025-183 of the Plat Records of Johnson County, Texas as Declarant's plan for subdividing the Property, containing approximately twenty-one and three hundredths (21.03) acres, into Ten (10) single family residential Lots designated as Lots 1-10, Block 1, each Lot containing a minimum of two acres, with the building setbacks and the utility and drainage easements shown on such Plat; and

WHEREAS, Declarant desires that the Property be developed with covenants, conditions and restrictions, and uses and limitations, and further desires to provide for the preservation, administration, and maintenance of the Property known as the Summer Meadows subdivision, and to protect the value, desirability, and attractiveness of the Summer Meadows subdivision. Declarant does therefore by these presents hereby establish a general plan for the improvement, development, maintenance and preservation of such Summer Meadows subdivision, and

DOES HEREBY ESTABLISH the Covenants, Conditions and Restrictions (this "Declaration" aka "Deed Restrictions") upon which, and subject to which, all Lots and portions of such Lots shall be improved or sold and conveyed by Declarant as Owner thereof. Each and every one of these Covenants, Conditions and Restrictions is and are for the benefit of each Owner of a Lot in Summer Meadows subdivision or any interest therein, and shall inure to and pass with each and every parcel of Summer Meadows subdivision, and shall bind the respective heirs, assigns and personal representatives or other successors in interest of Declarant (the present owner of all the Summer Meadows subdivision Property), specifically including but not limited to a successor Homeowners Association which may be formed by Declarant or formed by the Lot Owners following the sale by Declarant of all the Lots in the Summer Meadows subdivision.

NOW THEREFORE, Declarant hereby adopts this Declaration, which Covenants, Conditions and Restrictions contained herein are, and each thereof is, hereby imposed upon such real property, declaring that all of which Covenants, Conditions and Restrictions are to be construed as respective covenants running with the title to the respective Lots and with each and every parcel thereof to be held, sold and conveyed subject to this Declaration and the Plat and easements thereon, as said Plat and easements may be amended in the future. This Declaration, the Plat and the easements shall run with the land and be binding upon all parties purchasing Lots within Summer Meadows subdivision and all persons or entities claiming by, through or under Declarant until December 31, 2045, at which time said Declaration shall be automatically extended for successive periods of ten (10) years, unless by vote of seventy-five percent of the Lots, it is agreed to change this Declaration in whole or in part.

ARTICLE 1 **DEFINITIONS**

The following words and phrases, whether or not capitalized, have specified meanings when used herein, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. **"Applicable Law"** means the statutes and public laws and ordinances in effect at the time a provision of this document, as amended, is applied, and pertaining to the subject matter of any provision hereof.

1.2. **"Architectural Control Committee"** means Declarant or the successor person or entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Control Committee is Declarant, Declarant's designee, or Declarant's delegatee.

1.3. **"Assessment"** means any charge levied against a Lot or Lot Owner by the Declarant or by a successor Declarant or a successor Homeowners' Association, pursuant to State law.

1.4. **"Association"** shall mean and refer to the Summer Meadows Homeowner's Association or such other name as determined by the Declarant or the Owners as applicable in the event such Association is established.

1.5. **"Builders"** means and refers to persons or entities that purchase one or more Lots and build speculative or custom homes thereon for third party purchasers.

1.6. **"Contractor"** means and refers to the person or entity with whom an Owner contracts to construct a structure or any improvement on such Owner's Lot.

1.7. **"Declarant"** means ARLINGTON STOR-MORE, L.L.C., a Texas limited liability company, the Developer of the Property, or the respective successors and assigns of ARLINGTON STOR-MORE, L.L.C., which acquire any portion of the Property for the purpose of development, are designated a Successor Declarant by Declarant, or by any such successor and assign, in a recorded document. Unless clearly stated otherwise herein, "Declarant" refers jointly to Declarant, Declarant's designee, Declarant's delegate, and Declarant's Successor

1.8. **"Declarant Control Period"** means that period of time during which Declarant controls the development, operation and management of the Summer Meadows subdivision, pursuant to this Declaration.

1.9. **"Developer"** means and refers to ARLINGTON STOR-MORE, L.L.C., a Texas limited liability company, and its successors and assigns.

1.10. **"Development Period"** means the 10-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to this Document, including rights relating to development, architectural design, construction, maintenance, and marketing of the Summer Meadows subdivision. The Development Period is for a term of years but shall terminate when Declarant no longer owns any land in the Summer Meadows subdivision. Declarant may terminate the Development Period at any time by recording a notice of termination.

1.11. **"Document"** means, singly or collectively as the case may be, these Covenants, Conditions and Restrictions (the "Declaration") and the Plat as these may be amended from time to time. An Appendix, Exhibit, Schedule, or Certification accompanying a Document is a part of that Document.

1.12. **"Dwelling"** means a residential building having accommodations for and occupied by not more than one Family (as defined by Declarant).

1.13. **"Lot"** means a portion of the Summer Meadows subdivision intended for independent ownership, on which there is or will be constructed a detached single-family residential dwelling, as shown on the Plat. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.14. **"Owner"** means a holder of fee simple title to a Lot in the Summer Meadows subdivision as platted and recorded in the Deed Records of Johnson County, Texas, including contract sellers (a seller under a Contract-for-Deed). Declarant is the initial Owner of all Lots in the Summer Meadows subdivision. Contract sellers and mortgagees, who acquire title to a Lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure, are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

1.15. **"Plat"** means the Summer Meadows subdivision, a subdivision in Johnson County, Texas (hereinafter referred to as the "Summer Meadows subdivision" or the "Property"), according to the Plat thereof recorded on December 11, 2025 in Drawer Q as Document Number 2025-183 of the Plat Records of Johnson County, Texas, and all Plat amendments, singly and collectively, recorded in the Real Property Records of Johnson County, Texas, and pertaining to the Summer Meadows subdivision real property, including all dedications, limitations, restrictions, covenants, easements, conditions, liens, notes, and reservations shown on the Plat, as it may be amended from time to time.

1.16. **"Property"** means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Summer Meadows subdivision and includes every Lot thereon in the Summer Meadows subdivision property described by metes and bounds hereinabove, plus any "Additional Land" hereafter added to the subdivision and platted of record in Johnson County, Texas, and made subject to the jurisdiction of the Association (as hereinafter defined). The "Property" is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, reservations, liens, and easements of this Declaration (aka the "Deed Restrictions"), which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Declaration and the Documents referenced herein, and further agrees to maintain any easement that crosses his/her Lot and for which the Association does not have express responsibility.

1.17. **"Covenants, Conditions and Restrictions"** means this document, also known as the "Declaration," as it may be amended from time to time.

1.18. **"Resident"** means any occupant of any single family residential dwelling on a Lot, regardless of whether the person owns the Lot.

1.19. **"Rules"** means rules and regulations which may be adopted by Declarant for the benefit of the Lot Owners as a whole and for the Summer Meadows subdivision.

1.20. **"Street Line"** means the boundary line of a Lot which is also the boundary line of a Street.

1.21. **"Underwriting Lender"** means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Housing Administration (HUD/FHA), Federal National Mortgage Association (Fannie Mae), or U.S. Department of Veterans Affairs (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options, nor as a representation that the Property is approved by any institution.

ARTICLE 2

PROPERTY SUBJECT TO DOCUMENTS, ORDINANCES, EASEMENTS AND DEDICATIONS

2.1. **Improvements Compliance**. All improvements on a Lot must (1) comply with any applicable Johnson County ordinances and codes, and (2) have the Architectural Control Committee's prior written approval in compliance with this Declaration. These two (2) requirements are independent; that is, one does not ensure or eliminate the need for another. The Lot Owner and/or Owner's Builder or Contractor must comply with both requirements.

2.2. **Residential Use**. Lots within the Summer Meadows subdivision may be used only for the construction and use by its owner, or by Owner's Lessee or Guest, of one single family residence and improvements approved by Declarant or Declarant's designated agent. The architectural design, construction dimensions, exterior roof and siding materials, and colors of all structures, and the location and orientation of all structures, improvements (specifically including but not limited to the location and design of all ingress and egress access and other driveway and parking improvements), and landscaping within said Lots, must each be first approved in writing by Declarant, Declarant's designated agent or Declarant's heirs, assigns, personal representatives or other successors in interest, representing and on behalf of the Summer Meadows subdivision. As a general rule, the Owner or residents (including tenants) of a residential Lot has the sole and exclusive use of the Owner's Lot from

boundary to boundary, and is solely responsible for the maintenance of all portions of such Lot and all of the improvements on the Lot from boundary to boundary.

2.3. **Lot Subdivision, Combination, Replat and Composite Building Site.** Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting. The size of each Lot and the density of the Lots in the Summer Meadows subdivision must comply with the requirements of the Johnson County Subdivision Ordinances and the City of Burleson, Texas. Any Owner of one or more adjoining Lots (or portions thereof) may replat and consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site with the prior written approval of all Owners of the Lots directly affected, plus the prior written approval of the Declarant, the Association's Board of Directors or the Architectural Control Committee, as applicable, and Johnson County and the City of Burleson, Texas. In such case, the side setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat. Combining Lots or portions thereof shall be in compliance with the Johnson County Subdivision Ordinance, and shall not result in any remaining Lot or remaining portion of any Lot(s) being smaller in size than the smallest of any affected Lot prior to the proposed combination and replatting. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots will not alter the number of assessments allocated to each of the Lots as originally platted. However, if replatting of Lots reduces the number of Lots as originally platted by combining Lots, the joined Lot will have one vote, and will continue to have the assessments allocated to the Lots as originally platted. So, by way of example, if two originally platted Lots are replatted into one joined Lot, the joined Lot will continue to have the combined assessments allocated to the two Lots that were replatted into one joined Lot.

2.4. **Johnson County's Subdivision Ordinance.** All Lots within the Summer Meadows subdivision shall comply with the Johnson County Subdivision Ordinance.

2.5. **Intentionally Deleted.**

2.6. **Plat Dedications, Easements & Restrictions.** In addition to the dedications, easements, restrictions and protective covenants contained in this Declaration, the Property is subject to the reservations, dedications, limitations, notes, easements, restrictions, and reservations shown or cited on the Plat, which is incorporated herein by reference. All dedications, easements, restrictions, and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Summer Meadows subdivision recorded or hereafter recorded in the Plat records of Johnson County, Texas, shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, and on or behalf of conveyances of Lots executed by Lot Owners, whether specifically referred to therein or not.

Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the Plat, and further agrees to maintain any easement that crosses his Lot and for which the Association does not have express responsibility.

- A. **Dedication of Utility Easements.** Declarant dedicates to the public, the non-exclusive, utility easements over, under and across areas, as described or shown on the Plat. Further, the Declarant dedicates for public use the easements shown on the Plat for the purpose of constructing, maintaining, repairing, removing and/or replacing a system or systems (including all utilities equipment and facilities) of water, sanitary sewer, drainage, electric lighting, electric power, telegraph and telephone line or lines, storm surface drainage, cable television and/or internet, or any other utility the Declarant sees fit to install in, across and/or under the Property. All utility easements may be used for the construction of drainage swales in order to provide for improved surface drainage of the Lot(s). Any utility company serving the community shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant nor any utility company, political subdivision, or other

authorized entity, or any of their agents, employees, or servants using the easements herein referred to, shall be liable for any damages done to trees and lawns, fences, shrubbery, or to other property of the Owner on the property covered by said easements. No Improvement or Structure shall be constructed or placed on any such public easement without the express prior written consent of the Architectural Control Committee. Full rights of ingress and egress shall be had by the Declarant, the Association, and all utility and CATV companies serving the Summer Meadows Addition, and their respective successors and assigns, at all times over the subdivision for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction (excluding, however any driveway, fence or other Improvements or Structures which has been heretofore specifically approved by the Architectural Control Committee) that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

2.7. **Title Subject to Easements.** It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, water, natural gas, Internet, telegraph or telephone purposes, and subject to Party Wall Fence easements, and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines or equipment running through, or existing on, their Lots which are utilized for their Lots or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his Lot.

ARTICLE 3

PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. **General.** In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. **Intentionally Deleted.**

3.3. **Drainage Easements.** Certain Lots are burdened by "Drainage Easements." The Drainage Easements, including drainage maintenance and related matters thereon, shall be maintained by the Lot Owner whose Lot is burdened by the Drainage Easement.

3.4. **Party Wall Fence Easements.** A fence located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a "Party Wall Fence" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Any matters concerning party wall fences on the common boundary of contiguous Lots, which are not covered by this Declaration's terms, shall be governed by the general rules of law concerning party wall fences.

3.5. **Intentionally Deleted.**

3.6. **Owner's Easement of Enjoyment.** Every Owner is granted a right and easement of enjoyment over the Common Areas, if any, and to use of all improvements therein, subject to other rights and easements contained in the Documents. An Owner who does not occupy a Lot delegates this right of enjoyment to the residents of his/her Lot.

3.7. **Owner's Ingress/Egress Easements.** Every Owner is granted a perpetual easement over the Property's street, as may be reasonably required, for vehicular ingress to and egress from his Lot. Similarly, every Owner is granted a perpetual easement over any other of the Property's Common Areas, subject to abiding by the rules of the Declarant or the Declarant's successor.

3.8. **Intentionally Deleted.**

3.9. **Declarant's Lot Access Easement.** The Declarant or Declarant's successor is granted an easement of access and entry to every Lot to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.10. **Utility Easements.** The Declarant or Declarant's successor may grant permits, licenses, and easements over Common Areas, if any, for utilities, roads, and other purposes necessary for the proper operation of the Property and the Summer Meadows subdivision residential community. Any company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, removal or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Declarant or Declarant's successor. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television and/or Internet, and security.

3.11 **Intentionally Deleted.**

3.12. **Mineral Rights.** No commercial oil or gas drilling, oil or gas development operations or refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other rigging or structures designed for the use of boring or drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nevertheless, some or all of the Property may be subject to a previous owner's acquisition, reservation, or conveyance of oil, gas, or mineral rights pursuant to one or more deeds recorded in the Real Property Records of Johnson County, Texas, including but not limited to rights to all oil, gas, or other minerals lying on, in, or under the Property and surface rights of ingress and egress. Because any deed reserving a mineral interest may have been recorded prior to this Declaration, it would be a superior interest in the Property and is not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a Lot, every Owner acknowledges the existence of the mineral right or reservation referenced in this Section and its attendant rights in favor of the owner of the mineral interest.

3.13. **Notice of Limitation on Developer's/ Declarant's Liability.** The development of the Property occurs during a period when many local governments are trying to be absolved of liability for flood damage to private property. As a condition of Plat approval, a governmental entity may require a Plat note that not only disavows the entity's liability for flood damage, but affirmatively assigns the liability to the Developer/ Declarant. Developer/ Declarant does not intend or desire to impose such absolute liability on the Lot Owners. Notwithstanding Plat notes or public codes or ordinances now in existence or hereafter created, the Declarant or Declarant's successor cannot and should not be liable for acts of God or for property damage that is not the result of the Declarant's negligence or willful misconduct. Declarant hereby gives notice that the Declarant does not accept liabilities imposed by any governmental entity for which the Declarant cannot obtain insurance at a reasonable cost, or for which the Owners or Homeowners Association refuse to fund reserve accounts at levels sufficiently high to pay the damages for which the governmental entity may seek to make the Declarant liable. This notice is not intended to create a liability for any governmental entity. Nor may this notice be construed to create a duty for the Declarant to obtain insurance or to fund reserve accounts for damage from rising or flooding waters.

Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications, neither the undersigned, nor the committee, assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Lot Owners, Builders and their Engineers are exclusively responsible for engineering and construction of site drainage, finished floor elevations and foundations.

3.14. **Surface And Ground Water.** Each Lot Owner shall comply with Texas law, particularly Texas Water Code, section 11.086 (Vernon's 1997). Each Lot Owner shall follow water pollution erosion and runoff procedures as required by local, state and federal law. No Lot Owner shall permit construction activity except in conformance with such actions. Each Lot owner shall comply with all rules and regulations that pertain to water wells and use of groundwater. Each Lot Owner releases and indemnifies Developer from any claim arising out of, or in any way related to, any Lot Owner, Lot Owner guest or invitee or third party's use of surface or ground water.

3.15. **Security.** The Declarant or Declarant's successor may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself/herself and his/her guests, that Declarant, Declarant's successor, or a Homeowners Association formed by the Owners in the future, and each of their respective directors, officers, committees, agents, and employees, are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property and assumes all risks for loss or damage to same. Each Owner and resident further acknowledges that Declarant, Declarant's successor, or a Homeowners Association formed by the Owners in the future, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each Owner and resident acknowledges and agrees that Declarant, Declarant's successor, or a Homeowners Association formed by the Owners in the future, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.16. **Risk.** Each resident is solely responsible for his or her own safety and that of his or her guests. Declarant and Declarant's successor disclaims any and all liability or responsibility for injury or death occurring from use of the Common Areas, if any and/or detention/retention ponds or easements, including drainage easements.

3.17. **Enforcement.** If in the opinion of the Declarant or Declarant's successor, or the Architectural Control Committee, any such Owner or Resident (including lessees) has failed to comply with any of the foregoing restrictions or has failed in any of the foregoing duties or responsibilities, then the Declarant or Declarant's successor or their designated Agent(s) shall deliver to such Owner or Resident (including lessees) written notice of such failure and such Owner or Resident (including lessees) must within thirty (30) days from and after delivery of such notice, comply with the restrictions and/or perform the care and maintenance required. In the event of any emergency safety or health related restriction violations, or repeated violations where thirty (30) days notice has previously been delivered, the required notice period may be less or unnecessary as permitted by the Texas Property Code, as amended. Should any such Owner or Resident (including lessees) fail to fulfill this duty and responsibility within such period, then the Declarant or Declarant's successor, or their designated Agent(s), are hereby authorized to enter onto the premises and correct such violations and perform such care and maintenance as necessary without any liability for damages for wrongful entry trespass or otherwise to any person. The Owner or Resident (including lessees) of any Lot on which such work is performed shall promptly reimburse Declarant for such cost, plus interest on such cost at the rate of eighteen percent (18%) per annum and all costs of collection. If such Owner or Resident (including lessees) shall fail to reimburse Declarant or Declarant's successor within thirty (30) days from and after delivery by Declarant or Declarant's successor of an invoice setting forth the costs incurred by Declarant or Declarant's successor, or Agent, for such work, then said indebtedness shall be a debt of the Owner or Resident (including lessees) jointly and severally, subject to a reasonable late payment fine, following proper notice of any such fine, and further subject to a Declarant's Lien against the Owner's or Builder's Lot as permitted by Texas law.

3.18. **Attorney's Fees.** If any controversy, claim, or dispute arises relating to this Declaration, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

ARTICLE 4 **COMMON AREA**

4.1. **Ownership.** The designation of real property as a Common Area, if any, is determined by the Final Plat, as amended, and this Declaration, and not by the ownership of the Property. This Declaration contemplates that the Owners, or an Association formed in the future by the Owners, will eventually hold title to every Common Area capable of independent ownership by the Owners or their future Association. The Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property, and the cost thereof may or may not be a common expense of the Association, at the discretion of the Declarant. Thereafter, all costs attributable to Common Areas, including general maintenance and repair of any storm drainage, Common Area sidewalk, entry improvements and signage, Common Area fencing, landscaping and all landscaping features (including all related facilities and equipment), the maintenance of all other Common Area structures and improvements, improvements reasonably related to the entrances and the automatic gates, the VAMs, security cameras and related equipment, street lamps and fixtures, screening of the residential subdivision, street signs and speed limit signs, and all signage and lighting relating to the Property, property taxes, insurance, and enhancements, are automatically the responsibility of the Owners or an Association formed by the Owners, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. **Acceptance.** By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon; (2) to acknowledge the authority of the Declarant for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Owners, or to an Association formed by the Owners, by or through the Declarant is a ministerial task that does not require acceptance by the Owners; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the management of Summer Meadows subdivision.

4.3. **Common Area Components.** The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- A. All of the Property, save and except the Lots, specifically including but not limited to the community roadway, any sidewalks, landscaping and all Common Area landscaping features, the storm water detention/retention pond (including all related facilities and equipment), any of the fencing designated as a common Amenity, Common Area structures and improvements, improvements reasonably related to the entrances, the VAMs, any security cameras and related equipment, street lamps and fixtures, screening of the residential subdivision, and all signage relating to the Property, which may exist and/or be depicted on the Plat.
- B. The land described herein as Common Area and all improvements thereon.
- C. Any area shown on the Plat as Common Area or an area to be maintained by the Declarant or the Declarant's successor for the benefit of the Owners at the shared expense of the Owners.
- D. Any property adjacent to Summer Meadows subdivision if the maintenance of same is deemed to be in the best interests of the Owners and is not prohibited by the Owner or operator of said property.

- E. Any modification, replacement, or addition to any of the above-described areas and improvements.
- F. Personal property owned in common by, and for the benefit of, the Owners of Summer Meadows subdivision, such as books and records, office equipment, and supplies.

ARTICLE 5

RESIDENTIAL LOTS

5.1. **Purposes.** As a general rule, the Owner or Resident (including lessees) of a Lot has the sole and exclusive use of the Owner's Lot - from boundary to boundary, and except for the Association's maintenance responsibilities and rights defined herein, is solely responsible for the maintenance of all portions of such Lot and all of the improvements on the Lot from boundary to boundary, both before, during and after construction of the Principal Dwelling.

5.2. **Johnson County Ordinances.** Ordinances of Johnson County, Texas affecting the Lots in the Summer Meadows subdivision will be provided to Owners by the Declarant or the Declarant's successor and will be complied with according to the physical nature of the Property and each Lot permit.

5.3. **Encroachment Reservations and Easements.** Driveways and additional parking pads, encroachment reservations, and easements are created by this Declaration and are in addition to easements, if any, shown on a Plat or created by separate instrument. Concrete driveways and any additional parking pads shall be constructed as the initial improvements on the Property with respect to individual Lot lines. The Owner of the Lot that is served by the driveway or parking pad has exclusive use of those improvements and is solely responsible for the maintenance, repair, replacement, and reconstruction of same as if it were constructed entirely on the Owner's Lot.

5.4. **Damage to Property.** If a Lot Owner or Resident (including lessees) damages the adjoining Lot, or damages or destroys any improvement or personal property on the adjoining Lot, in exercising the easements and reservation created by this Article, the Owner is obligated to restore the damaged property to its original condition (just prior to the damage), at his or her or its expense, within a reasonable period of time.

ARTICLE 6

ARCHITECTURAL COVENANTS AND CONTROL

6.1. **Purpose.** Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and the Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot, including but not limited to dwellings, other structures, fences, landscaping, retaining walls, yard art, sidewalks and driveways, and further including replacements or modifications of original construction or installation. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

6.2. **Declarant's Architectural Control During Development Period.** During the Development Period and during Declarant's continued management of the Summer Meadows subdivision, neither the Owners, nor a committee of the Owners (no matter how the committee is named) may involve itself with the approval

of the structural design or construction modification or exterior appearance of the homes and other improvements on the Lots, except as may be delegated by the Declarant. During the Development Period and during Declarant's continued management of the Summer Meadows subdivision, the Declarant's appointed Architectural Control Committee shall be responsible for the approval of the structural design or construction modification or exterior appearance of the homes and the other improvements is the Declarant or its delegates, unless released in writing by Declarant to the Owners, or to an Association formed in the future by the Owners, that Association's Board of Directors, or a committee appointed by that Association or the Board.

6.2.1. **Declarant's Rights Reserved.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market its property or the ability of Builders to sell homes in the Property. Accordingly, each Owner agrees that during the Development Period, and during Declarant's continued management of the Summer Meadows subdivision, no improvements, demolition, or exterior alteration of improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

6.2.2. **Delegation by Declarant.** During the Development Period, and during Declarant's continued management of the Summer Meadows subdivision, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Control Committee appointed by Declarant, whose committee members may be comprised of architects, engineers, or other qualified persons who may or may not be Lot Owners in the Summer Meadows subdivision. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (1) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (2) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

BEFORE MAKING ANY IMPROVEMENT OR ANY ALTERATION TO A LOT OR DWELLING, A BUILDER OR OWNER MUST APPLY TO THE DECLARANT OR TO THE ARCHITECTURAL CONTROL COMMITTEE FOR WRITTEN APPROVAL!

6.3. **Architectural Control by Lot Owners.** Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee, or the Development Period is terminated or expires, the Lot Owners have no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Lot Owners or a newly established Homeowners Association for the Summer Meadows subdivision, acting through the Architectural Control Committee, will assume jurisdiction over architectural control.

6.3.1. **Architectural Control Committee Membership.** The Architectural Control Committee, when established, will consist of three (3) persons appointed by the Declarant during the Development Period and during Declarant's continued management of the Summer Meadows subdivision. Following the termination of the Development Period and the Declarant's continued management of the Summer Meadows subdivision, the Architectural Control Committee will consist of three (3) persons elected by a majority of the Lot Owners who attend a meeting called by any Lot Owner giving at least thirty (30) days written notice of the meeting. In the event at least 80% of the Lot Owners vote by written ballot to form a Homeowners Association, the Architectural Control Committee will consist of three (3) persons elected by a majority of the Board of Directors of the

Association in accordance with the Bylaws of the Association. Members of the Architectural Control Committee shall serve at the pleasure of the Lot Owners or the Association Board (whichever is appropriate), and may be removed and replaced at the Lot Owners or the Board's discretion. At the Association Board's option, the Board may act as the Architectural Control Committee, in which case all references in the Documents to the Architectural Control Committee shall at that time be construed to mean the Association's Board. Members of the Architectural Control Committee need not be Owners or residents, and may, but need not, include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Association's Board.

6.3.2. **Limits on Liability.** The Architectural Control Committee has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the Architectural Control Committee have no liability for the Architectural Control Committee's decisions made in good faith, and which are not arbitrary or capricious. Plans and specifications are not approved by the Architectural Control Committee for engineering or structural design or the adequacy or structural integrity of materials. The Architectural Control Committee is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Control Committee, (2) supervising construction for the Owner's compliance with approved plans and specifications, (3) any defect in any structure constructed from the approved plans and specifications, or (4) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

6.4. **Prohibition of Construction, Alteration & Improvement.** Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street, another Lot, or the Common Area. The Architectural Control Committee has the right, but not the duty, to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

6.5. **Architectural Approval.** To request architectural approval, an Owner must make written application to the Architectural Control Committee (ACC) (1) submitting by email a complete PDF digital application to the ACC, and (2) submitting two (2) identical hard copy sets of plans and specifications showing the nature, kind, shape, color, size, materials, including two (2) sets of plot plans showing locations on the Lot of the work to be performed, and a foundation, storm drainage and landscaping plan. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Control Committee will return one set of plans and specifications to the applicant marked with the Architectural Control Committee's response, such as "Approved," "Denied," or "More Information Required." The Architectural Control Committee will retain the other set of plans and specifications, together with the application, for the Architectural Control Committee's files. Verbal approval by the Declarant, an Association Director or Officer, the Association's Manager, the Architectural Control Committee, or a member of the Architectural Control Committee, does not constitute architectural approval by the Declarant or the appropriate Architectural Control Committee, which must be in writing.

6.5.1. **Deemed Approval.** Under the following limited conditions, the applicant may presume that his request has been approved by the Declarant or the Architectural Control Committee:

- A. If the applicant or a person affiliated with the applicant has not received the Architectural Reviewer's written response approving, denying, or requesting additional information within thirty (30) days after delivering his complete application to the Architectural Control Committee; or
- B. If the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

- C. If those conditions are satisfied, the Owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the the Declarant's or the Board's actual receipt of the Owner's complete application. Under no circumstance may approval of the Declarant or the Architectural Control Committee be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

6.5.2. **No Approval Required.** No approval is required to repaint exteriors in accordance with the same color scheme previously approved by the Architectural Control Committee, or to rebuild a dwelling in accordance with any previously approved plans and specifications. Nor is approval required for an Owner to remodel or repaint the interior of a dwelling.

6.5.3. **Building Permit.** If the application is for work that requires a building permit from either the City of Burleson or Johnson County, the Architectural Control Committee's approval is conditioned on the issuance of the appropriate permit. The Architectural Control Committee's approval of plans and specifications does not mean that they comply with the requirements of the City of Burleson, Johnson County or any regulatory agency or government. Alternatively, the City of Burleson, Johnson County or any local government or regulatory agency's approval does not ensure Architectural Control Committee approval.

6.5.4. **Comments.** The Architectural Control Committee may solicit comments on the application, including from Owners or Residents of Lots that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, whether to implement comments, and whether to make the comments available to the applicant is solely at the discretion of the Architectural Control Committee. The Architectural Control Committee is not required to respond to the commentors in ruling on the application.

6.5.5 **Declarant Approved.** Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Control Committee.

6.6. **Architectural Guidelines.** Declarant, during the Development Period, Declarant or its delegates, or Declarant's successors, or if released in writing by Declarant to the Owners, a Homeowners Association formed in the future by the Owners, that Association's Board of Directors, or a committee appointed by that Association or the Board, may publish architectural restrictions, guidelines, and standards in the Association's Rules And Regulations, which may be revised from time to time by the Association's Board to reflect changes in circumstances in the Summer Meadows subdivision of technology, style, and taste.

6.7. **Variance.** The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant or Declarant's successors, or the Architectural Control Committee, as the case may be, may grant a variance or waiver of a restriction or rule on a case- by-case basis when unique circumstances dictate, and may limit or condition its grant. The Declarant or the Architectural Control Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Declarant when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Declarant reserves the right to grant variances as to building setback lines, minimum square footage of the residence, building materials, colors and other items. To be effective, a variance must be in writing. The grant of a variance does not constitute a waiver or

estoppel of the Declarant's or the Declarant's successor or the Architectural Control Committee's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance. The granting of any variance shall not affect in any way the Owner's obligation to comply with all governmental laws, including the City of Burleson ordinances and Johnson County ordinances or regulations affecting the property and the Plat.

ARTICLE 7

CONSTRUCTION SPECIFICATIONS AND USE RESTRICTIONS

7.1. **Improvements Compliance.** All improvements on a lot must (1) comply with any applicable local government, agency, and Johnson County ordinances and codes, and (2) have the Architectural Control Committee's prior written approval in compliance with this Declaration. These two (2) requirements are independent; that is, one does not ensure or eliminate the need for another. The Lot Owner and/or Owner's Builder or Contractor must comply with both requirements.

7.2. **Principal Dwelling, Guest Dwelling and Other Structures.** The residential improvements on all Lots shall be site-constructed, single-family detached residences, as such residences are defined, restricted and permitted by Johnson County Ordinances. No building shall be erected, altered, placed or permitted to remain on any Lot prior to the construction of the one "Principal Dwelling" unit per each Lot to be used for residential purposes; and if approved by the Declarant or the Architectural Control Committee, may then consider for approval an additional detached dwelling, which shall be known hereinafter as the "Guest Dwelling". All Principal Dwellings and Guest Dwellings, detached garages, workshops, barns, stables, out buildings and other structures must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Property. The term "dwelling" does not include single or double wide, or any manufactured homes; and said manufactured homes are not permitted within the Summer Meadows subdivision.

Any building, structure or improvement whose construction has commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the commencement of construction. For the purposes hereof: the phrase "commencement of construction" shall be deemed to mean the date on which the foundation forms are set on the Lot. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, townhomes, condominiums or apartment houses. The maximum size for any Guest Dwelling shall be one thousand square feet (1,000). The maximum size for any detached garage, workshop, barn, stable or other structure shall be four thousand (4,000) square feet. Except for Lot 7, the western facing wall for any detached garage, workshop, barn or stable shall be located within ten feet (10'), but no closer than five feet (5') of the western boundary line of said Lot. For Lot 7, the western facing wall for any detached garage, workshop, barn or stable shall be located within sixty-five feet (65'), but no closer than sixty feet (60') of the western boundary line of Lot 7.

7.3. **Construction Restrictions.** The principal improvement on a Lot must be one detached single-family dwelling, as may be further defined by Johnson County, as previously defined herein as the Principal Dwelling. All Principal Dwellings will face the front yard of each Lot, which "front yard" of each Lot shall be determined and designated by the Architectural Control Committee. The Principal Dwelling size, setbacks, and exterior materials must comply with the Johnson County Subdivision Ordinances and with any higher standards established by the Summer Meadows subdivision Plat or this Declaration, or by a Variance issued in writing by the Architectural Control Committee. Without the Architectural Control Committee's prior written approval for a variance, improvements constructed on every Lot must have the characteristics described in this Article 7, which may be treated as the minimum requirements for improving and using a Lot. Declarant, the Architectural Control Committee and/or the Board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. An Owner should review the Association's architectural restrictions, if any, before planning improvements, repairs, or replacements to his Lot and dwelling. In addition to the Declarant's Rules and Regulations, as amended from time to time by Declarant or Declarant's successor, all Lots within the Subject Property shall be subject to the following restrictions:

- A. **Building Envelopes.** Each Principal Dwelling must be placed within the building envelope established by the Committee, which must also comply with the building setback lines established herein or shown per the Plat of the subdivision for the Property. The front façade of the Principal Dwelling shall not be placed more than three feet (3.0') south of the front build line of one hundred twenty feet (120') from the front property line.
- B. **Building Lines.** All Principal Dwellings erected or placed on any Lot shall face the street adjacent to the Lot as shown on the recorded plat of the Property. No portion of any dwelling or residence shall be nearer to the front property line of Lots than one hundred (100') whether or not the front build line is designated on the recorded Plat of the Property as less than one hundred feet (100'). All Lots have a minimum setback of fifteen feet (15') from side and rear property lines. The location of each Principal Dwelling, Guest Dwelling or any other structure shall be subject to the approval of the Architectural Control Committee.
- C. **Dwelling Minimum Square Footage.** All Principal Dwellings shall have the minimum square footage of air-conditioned living area required hereinbelow. "Air-Conditioned Living Area" as used herein, is defined as the area measured from outside exterior wall to outside exterior wall, computed in square footage, exclusive however of any square footage contained within the garage, covered porches, patios and walkways. Notwithstanding any variances hereafter granted by either Declarant or by the Architectural Control Committee, the Principal Dwelling on each Lot in the Summer Meadows shall have at least two thousand six hundred (2,600) square feet of air-conditioned living area. Any Principal Dwelling with more than one story shall have situated on the first floor at least One Thousand, Eight Hundred (1,800) square feet of air-conditioned living area.
- D. **Minimum Top Plate Height.** The minimum top plate height for the first floor of each Principal Dwelling shall not be less than ten feet (10') from the top surface of the foundation.

7.4. **Location and Height of the Improvements upon the Lot.** The setback requirements shall be as designated above, and shall be subject to the current Johnson County subdivision regulations Section IV.C.12. The maximum height of any improvement shall be two stories.

7.5. **New Construction Single Family Residential Construction.** A Principal Dwelling must be constructed on each Lot in the Summer Meadows subdivision. No building shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling unit per each Lot to be used for residential purposes and other improvements approved by Declarant, Declarant's designated agent or Declarant's heirs, assigns, personal representatives or other successors in interest. All dwellings, detached garages, workshops, and other out buildings must be approved in writing by the Declarant prior to being erected, altered or placed on the Property. The term "dwelling" does not include single or double-wide manufactured homes, or any manufactured homes or residential living quarters of a similar nature, as determined in the sole discretion of the Declarant, and are not permitted within the Summer Meadows subdivision. The construction of any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the commencement date. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots. All Lots shall be for residential purposes and all homes must be site constructed.

7.6. **Occupancy.** Other than the completed Principal Dwelling and a Guest Dwelling, if a Guest Dwelling is approved by the Architectural Control Committee to be constructed on a Lot, no other thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, a carport, mobile homes, recreational vehicles, campers, tents, workshops, storage sheds or any other type of accessory building.

7.7. **Exterior Wall Materials.** The type, quality, and color of the Principal Dwelling exterior wall materials must be approved by the Declarant or the Architectural Control Committee. The Principal Dwelling on a Lot, and a detached Guest Dwelling if approved by Declarant or by the Architectural Control Committee to be constructed on a Lot, must each be built with matching, new, exterior construction material, of which at least seventy-five percent (75%) of the coverage of the total exterior walls, excluding doors and windows. The exterior construction material must be brick, stucco, or stone (aka rock), referred to herein as the "Primary Exterior Siding." Other materials of equal or similar characteristics may be approved by the Declarant or the Architectural Control Committee for the Primary Exterior Siding.

The remainder of the total exterior siding of the Principal Dwelling on a Lot and a detached Guest Dwelling, if approved to be constructed on a Lot, beyond the Primary Exterior Siding, referred to herein is known as the "Remainder Exterior Siding" which may, with the approval of the Declarant or the Architectural Control Committee, include masonry stucco, concrete barrier board (such as Hardiplank or Smart Siding), and approved hardwoods, including cedar or redwood, and other materials of equal or similar characteristics.

The exterior siding of a detached auxiliary building, planned to be utilized as a barn, garage, workshop or for storage, if approved by the Declarant or the Architectural Control Committee to be constructed on a Lot, may include the Primary Exterior Siding, metal (U-Panel only), concrete barrier board (such as Hardiplank or Smart Siding), masonry stucco, approved hardwoods, including redwood, and other materials of equal or similar characteristics, and with colors of such materials approved by the Architectural Control Committee to be harmonious in the sole discretion of the Architectural Control Committee with preferably one of darker colors of the Primary Exterior Siding of the home. Aluminum siding and similar low quality or unattractive siding materials in the opinion of the Architectural Control Committee are not a permitted exterior wall material, the exceptions being "accessory structures defined in Section 7.14 below.

7.8. **Roofs.** The construction design and materials for roofs of residences and all other structures to be constructed on Lots in the Summer Meadows subdivision must be submitted to and approved by the Declarant, the Board or the Architectural Control Committee, as applicable, and be in compliance in all respects with the applicable Johnson County ordinance, prior to commencing any roof construction. The Principal Dwelling on a Lot, and any detached Guest Dwelling, and/or any detached auxiliary building approved by Declarant or by the Architectural Control Committee to be constructed on a Lot, must each be built with matching, new, construction roofing material. All roof pitches shall be a minimum of 8 inches by twelve inches ("8/12") pitch or steeper. Roofs must be covered with material having a manufacturer's warranty of at least thirty (30) years. Wood shake shingles shall not be permitted. The use of asphalt tile and fiberglass shingles are permitted. Metal roof panels are permitted, but must be certified as at least 26 gauge. The color of roofing material must be of a medium or dark gray color approved by the Declarant or the Architectural Control Committee. The Declarant or the Architectural Control Committee may permit or require other weights, materials, and exterior colors.

7.9. **Orientations of Garages.** Each Principal Dwelling must have an attached garage for at least two (2) full-size automobiles. Absent the written approval by the Declarant or the Architectural Control Committee, each garage shall be oriented on a Lot so that the garage doors do not face the street which abuts the Lot. For Lots 1-6, the garage for the Principal Dwelling must face West. For Lots 7-10, the garage for the Principal Dwelling must face East.

7.10. **Garage Restrictions.** Without the architectural control committee's prior written approval, the original garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of at least two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

7.11. **Driveways and Parking Restrictions.** All driveways must be surfaced with concrete and shall be placed on the West side of each Lot for Lots 1-6, and shall be placed on the East side of each Lot for Lots 7-10. The driveways shall have tapered concrete edges around the culverts. The driveway portion of a Lot may not be used

for any purpose that interferes with its ongoing use as a route of vehicular access to the garage or to the Principal Dwelling, the Guest Dwelling or an auxiliary building. Without the Declarant's or Declarant's successor's prior approval, neither a driveway nor the front or any side yard may be used: (1) for outdoor storage purposes, including storage of RVs, boats, camper trailers, Jet skis, trailers, large trucks, commercial vehicles, construction equipment, tractors and inoperable vehicles; or (2) for repair or restoration of vehicles, boats, or trailers, or other items. Driveways may not be nearer the side property lines than ten feet (10') without the express written approval of the Architectural Control Committee.

7.12. **Carports.** No carports, covered or uncovered, may be installed, constructed, or maintained on any Lot in the Summer Meadows subdivision.

7.13. **Exterior Accessories and Lighting.** Installation of all exterior items and surfaces, including address numbers on Principal Dwellings and required on all mailboxes, decorative hardware, external ornamentation, all exterior lighting and light fixtures, and exterior paint and stain, is subject to the Architectural Control Committee's prior approval, including approval of design, color, materials, and location. Notwithstanding such prior approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which the lighting is located must immediately remove or shield the light in such a manner that it is no longer objectionable to any neighbor or unsafe to motorists on the streets.

7.14. **Accessory Structures, Spas and Swimming Pools.** Accessory structures, such as dog houses, gazebos, storage sheds, playhouses and greenhouses, and spas or swimming pools may not be located in front yards or in unfenced portions of side or rear yards. Below ground swimming pools and their fencing may be installed only with the prior written approval of the Architectural Control Committee. Above-ground swimming pools are not permitted. An accessory structure may not be permitted on any Lot if it is visible from any street and exceeds the height, length, width or the total square footage footprint, or is in violation of the design and construction specifications established by Declarant, the Board, or the Architectural Control Committee. If an accessory structure that is visible from a street or another Lot is installed on a Lot without the prior written approval of the Architectural Control Committee, the Architectural Control Committee reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the Owner to relocate it, screen it, or remove it. Accessory Structures cannot be built until the exterior of the primary residence is completed. Metal shop structures are permitted as an Accessory Structure provided the front and sides are completed with a wainscot of similar material in harmony with the primary residence.

7.15. **Temporary Structures.** No temporary dwelling, shop, portable shed, tent, trailer, mobile home, camper or recreational vehicle of any kind, or any improvements of a temporary character, except as permitted in Section 7.14 above or in this Section 7.15, shall be permitted on any Lot, further except that the Declarant, Builder or Contractor may have temporary improvements (such as a sales office and/or construction trailer and/or a portable toilet) on a given Lot during construction of the residences on that Lot. Principal Dwellings and a detached, auxiliary building under construction shall be required to have one portable toilet for up to three houses and one trash container (plywood box) per house, which must be onsite before foundation forms are set and continuously until the required final building inspection. No building materials 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 materials shall be placed within the property lines of the Lot upon which the improvements are to be erected.

7.16. **Air Conditioners.** Air conditioning equipment may not be installed in the front yard of a Principal Dwelling. Window units are prohibited.

7.17. **Dwelling Addresses and Mailboxes.** All Principal Dwellings in the Summer Meadows subdivision shall have their own address numbers, with a design and location established by the Architectural Control Committee, mounted in a stone address block on the exterior front wall of each such Principal Dwelling facing the street.

7.18. **Intentionally Deleted.**

7.19. **Lot Fencing.** Perimeter fencing of Lots is permitted, but shall not be required. If the Lot Owner elects to install perimeter fencing, it must be approved by the Architectural Control Committee, and it must be constructed along the entire rear boundary line of the Owner's Lot and along the common side boundaries of the Owner's Lot, extending from the corners of the rear boundary line and the side boundary lines to a point along each side boundary line at or before the front building line of the Principal Dwelling, and then extended from those points on each side boundary line to terminate at the edge of the Principal Dwelling at or behind the Principal Dwelling's front building line. Partial fencing of the perimeter of the Lot authorized hereby shall not be permitted. All perimeter Lot fencing shall only be all-black fencing constructed of steel or aluminum anchor posts set in concrete at a depth of at least two feet in the ground, with an open wrought iron or open aluminum design, installed 2" above the ground, with a horizontal top rail. The all black perimeter fence must be four feet (4') to seven feet (7') tall, (as approved by the Architectural Control Committee) attached to the Lot's interior side of the fence. Partial perimeter fencing or cross fencing shall not be permitted unless approved by the Architectural Control Committee.

Interior fences within the Lot may not be constructed between a Principal Dwelling's front building line and the front street property line. Backyard fencing is permissible and must be approved by the Architectural Control Committee prior to construction. Any interior fencing along the side boundaries of a Lot, near the backyard of a Principal Dwelling or around a patio, swimming pool or playground or similar equipment must be all-black fencing constructed of steel anchor posts set in concrete at a depth of at least two feet in the ground, open view, low profile, four feet (4') to seven feet (7') tall, and constructed either of ornamental wrought iron or aluminum materials, open vertical tines 4" apart. It shall be permissible if the Lot Owner elects to install 2" by 4" mesh no-climb Horse wire attached to the Lot's interior (inside) of the fence to a height from the ground of up to two feet, designed to contain a small dog.

The use of other styles of wood privacy or wooden pickets fencing, vinyl or plastic, chain link, barbed wire, hog wire, rock, brick, unfinished concrete block, and similarly undesirable fencing materials, as determined in the sole discretion of the Architectural Control Committee, is prohibited.

This Section 7.19 is subject to the Architectural Control Committee's right to adopt additional or different specifications for construction or reconstruction of fences and walls. Retaining walls must be constructed entirely with Architectural Control Committee approved design and materials; however, railroad ties may not be used for a retaining wall. A fence located on or near the dividing line between two Lots and intended to benefit both Lots constitutes a "Party Wall Fence" and, to the extent not inconsistent with the provisions of this Article, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. Matters concerning party fences and party walls of adjoining Lots are governed by Section 3.4 of this Declaration and by the general rules of law concerning party walls and party fences.

7.20. **Colors & Color Changes.** The colors of buildings, window treatments visible from the street or from another dwelling, fences, walls, exterior decorative items, and all other improvements on a Lot are subject to regulation by the Architectural Control Committee. Because the relative merits of any color are subjective matters of taste and preference, the Architectural Control Committee determines the colors that are acceptable. Lot Owners cannot change or add colors that are visible from the street, a Common Area, or another Lot without the prior written approval of the Architectural Control Committee.

All window treatments within the Principal Dwelling that are visible from the street or another dwelling must be maintained in good condition and must not detract from the appearance of the Property. The Architectural Control Committee may require an Owner to change or remove a window treatment that the Architectural Control Committee determines to be inappropriate or unattractive. The Architectural Control Committee in their sole discretion may prohibit the use of certain colors, materials or inappropriate designs or graphics for window treatments.

7.21. **Utilities.** All Lots must have water and fully a fully functional sewer system. All dwellings must also be served with electricity. All utility lines and equipment, including propane tanks, must be located underground or otherwise screened from view from any street and neighboring Lots (as approved by the Architectural Control Committee), except for: (1) elevated or surface lines or equipment required by a public utility or the city or county; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Control Committee may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots.

7.22. **Annoyance.** No Lot or Common Area may be used in any way that: (1) may reasonably be considered to be annoying or a nuisance to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other Lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

7.23. **Appearance.** Both the Lot and each dwelling and any detached auxiliary building or any accessory structure must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Architectural Control Committee is the arbitrator of acceptable appearance standards.

7.24. **Garbage & Trash Disposal and Debris.** No Lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, other waste or debris shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of frequently and regularly. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, out-of-public-site location. Garbage and trash or other debris accumulated in the Summer Meadows subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of the Summer Meadows subdivision or to a neighbor of the Summer Meadows subdivision is or may be created.

Materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete. However, construction waste materials and debris shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of frequently and regularly.

In the event of the failure of any Owner to comply with the above requirements after ten (10) days written notice thereof, the Declarant or their designated agents may, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise enter upon (and/or authorize one or more others to enter upon) said Lot, cause to be removed, such garbage, trash, construction waste materials, and any other rubbish and debris, or do any other thing necessary to secure compliance with this Declaration. Payment for the charges by the offending Owner shall be payable on the first day of the next calendar month, and collection of such charges, plus interest and any penalties which may be assessed by the Association shall be subject to a lien which the Association may enforce against the Owner's Lot.

7.25. **Declarant's Right to Promulgate Rules.** Declarant and Declarant's successors are granted the right to adopt, amend, repeal, and enforce reasonable Rules and Regulations, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. Owners, Builders and all parties living in or working on properties in the Summer Meadows subdivision are required

to be aware of and comply with the Rules and Regulations adopted by Declarant or the Board, as applicable, as part of the Governing Documents of the subdivision. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Declarant to establish Rules and Regulations, and penalties for infractions thereof governing such matters as the following:

- A. Use of Common Areas
- B. Hazardous, illegal, or annoying materials, or nuisance or annoyance activities on the Property.
- C. The use of Property-wide services provided through the Summer Meadows subdivision.
- D. The consumption of Common Area utilities billed to the Declarant or to the Summer Meadows subdivision.
- E. The use and consumption of propane, whether billed to Owners or Property-wide to the Declarant or to the Summer Meadows subdivision.
- F. The use, maintenance, and appearance of exteriors of dwellings and Lots, including for example such items as yard art, basketball goals, outdoor drying of clothes or clothes lines, outdoor cooking or grilling on any Lot visible from any street, and the coverings of windows that face the streets.
- G. Landscaping and maintenance of yards.
- H. The occupancy and leasing of dwellings.
- I. Animals.
- J. Vehicles.
- K. Disposition of trash and control of vermin, termites, and pests.
- L. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for residents.

7.26 **Animal Restrictions.** No animals, livestock, such as hogs, pigs, swine, cattle, horses, goats, exotic animals, dangerous exotic animals, birds, fish, reptiles, roosters, chickens or insects of any kind may be kept or maintained on the Property, nor may they be raised, or bred anywhere on the Property for any purpose unless expressly allowed in this provision. A total of five customary domesticated household pets (with a maximum of three dogs) may be kept for personal companionship subject to rules adopted by the Board. Declarant or Declarant's successors may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas that work for the Summer Meadows subdivision, the Declarant or Board may amend the Rules as necessary.

Up to six non-rooster chickens are permitted on a Lot provided they are kept and maintained in a coop constructed of material as allowed in ancillary buildings, constructed behind the residence and screened from visibility from the front of the property and approved by the Architectural Control Committee. The restrictions in this section are calculated to allow for the keeping of up to six non-rooster chickens while maintaining the neighborhood property values and general aesthetic plan and design.

Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots. Pets must be maintained inside the dwelling or may be kept in a fenced yard only if they do not disturb residents of other Lots. Any pets permitted by a resident to be outdoors outside of Owners' fenced yards in the Summer Meadows subdivision must be strictly controlled by such resident, either on a leash, physically held by the resident or otherwise physically contained and controlled. Every resident is responsible for the removal of his or her pet's waste from his Lot, the Common Area or the Lot of another Owner. All dogs and cats must be properly vaccinated and tagged for health, safety, and identification.

Dogs, cats, caged birds kept inside, and aquarium fish are "Permitted Pets" and shall be subject to all of the Restrictions and Rules and Regulations of the Summer Meadows subdivision. Any animals other than those listed as Permitted Pets must receive Written Consent from the Declarant or Board, as applicable, to have an animal kept in an Owner's residence or on any Owner's Lot. A letter providing the required Written Consent for such animals other than the Permitted Pets from the Declarant or Declarant's successors permitting the Owner to keep

an animal in an Owner's residence or on any Owner's Lot, must also be signed and acknowledged by the animal's owner or custodian. Continual barking or dogs dangerous to people, or dogs that destroy neighboring Owners' property or Permitted Pets are specific examples of animals that may be deemed by the Declarant, or Declarant's successors, as applicable, in its sole discretion, to be an "annoyance" or "nuisance" in violation of Section 12 of this Declaration.

All animals shall be kept in such a manner so as not to disturb the other residents, regardless of whether the animal is inside or outside an Owner's residence. No pet will be permitted to remain on the property if its barking, whining, screeching, or other noise is audible to other residents during extended or repeated periods of time. If an animal becomes obnoxious to other Owners, the Owner or person having control of the animal shall be given a Written Notice from the Declarant, or Declarant's successors, as applicable, to correct the problem or, if not corrected, the Owner, upon three (3) days' written notice, shall be required to remove the animal.

If the Declarant, or Declarant's successors, as applicable, determines that an animal has disturbed neighbors or other residents and has been in repeated violation of these rules and the Owner or other custodian of the animal has failed to cause the violation to be corrected, the Declarant, or Declarant's successors, as applicable, or its designated representative may remove, or cause the removal of, the animal from the subdivision, if necessary, after first leaving a Written Notice in a conspicuous place, if in the sole judgment of the Declarant or Declarant's successors, or Declarant's designated representative, the animal's owner or custodian has:

- A. Abandoned the animal.
- B. Left the animal in the residence or another structure or enclosure for an extended period of time without food or water.
- C. Failed to care for a sick animal; or
- D. Violated any other of the Summer Meadows subdivision's animal rules.

Reasonable charges and fines will be imposed for picking up, keeping and caring for an animal, or for reporting or delivering them to the Humane Society or to Johnson County Animal Control.

The Owner or handler of any animal is responsible for the animal's actions at all times and agrees to abide by these rules.

All animals at all times must have current rabies shots and licenses required by law. Evidence must be available to the Declarant, or Declarant's successors, as applicable, if requested.

Animals shall not be kept, bred or maintained for any commercial purposes.

Each Owner owning an animal shall assume full responsibility for personal injuries or property damage caused by said animal, and each Owner must agree to indemnify the Declarant, the Declarant's successor, or the Association, as applicable, for all costs incurred, including for all costs of litigation and attorney's fees, and hold the Declarant, Declarant's successors, and their agents harmless against any loss, claim or liability of any kind or character whatsoever arising from or growing out of the privilege of having an animal on a Lot or in a residence in the Summer Meadows subdivision. All responsibility for animals of visitors shall rest with the Lot Owner.

7.27. Declarant Privileges. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and residents. Declarant's exercise of a Development Period (aka "Development Control Period") right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Declarant or Declarant's successors.

7.28. Drainage. No person may impair or interfere with the natural established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Architectural Control Committee and any applicable governmental authority. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up into the ditch or diverting the flow.

Drainage culvert installation is subject to the inspection and approval of Johnson County and must be installed prior to any construction on the Lot. All driveways must be constructed in accordance with standard detail adopted by the Architectural Control Committee.

7.29. **Landscaping and Yard Maintenance.** Within three (3) months of completion of the home construction of the Principal Dwelling, and prior to occupancy of any dwelling, each Lot on which a dwelling is constructed shall have completed landscaping and a front yard, underground sprinkler system installed and maintained in compliance with the requirements of Johnson County and approved by the Architectural Control Committee. Each residence's landscaping must at least include one tree in the front yard, shrubs, ground cover and grass of a sufficient quality, quantity and design to be compatible with the Summer Meadows subdivision, as approved by Declarant, the Board or the Architectural Review Committee, as applicable. Yard art must also be approved by and in the sole discretion of Declarant, the Board, or the Architectural Control Committee, as applicable, as being aesthetically in harmony with the neighborhood. Lot owners are obligated to mow, trim, fertilize and otherwise maintain such Owners' or Residents' (including lessees') yards, and are also responsible for irrigating and otherwise watering their lawns and all plants and trees on their Lots, and for the prompt replacement of all dead or dying trees or plants on their Lot. During the Development Period described in Appendix I, all yard areas on every Lot owned by Declarant shall be regularly mowed and otherwise maintained by Declarant at the sole discretion of the Declarant. Following the Development Period, all yard areas on every Lot not occupied by an Owner or Residents (including lessees) shall be regularly mowed and otherwise maintained by the Declarant as a Common Expense of the Owners of Lots in the Summer Meadows subdivision. All yard areas on each Lot shall be regularly mowed by the Lot's Owner.

Further, Declarant and the Association shall have a blanket "Yard Power Easement" on and over the yard areas of all Lots in the entire Property. If in the opinion of the Association's Board an Owner or Resident either violates the landscaping or other maintenance rules of this Declaration or other rules promulgated by Declarant or Declarant's successors, or in the sole opinion of the Declarant causes or allows damage to occur to his yard, plant beds, tree, other landscaping, or sprinkler system, the Declarant may perform such landscaping or other maintenance which the Declarant deems appropriate at the offending Owner's or Resident's expense, and such Owner or Resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by Declarant. The Owner of a Lot is liable to the Declarant for any expenses incurred by the Declarant in connection with enforcement of the landscaping and yard maintenance requirements of this Article. No person may perform landscaping, planting, or gardening on the Common Area without the Architectural Control Committee's prior written authorization.

7.30. **Leasing of Dwellings or Lots.** Leasing of Dwellings or Lots in the Summer Meadows subdivision is discouraged and shall not be permitted without the written approval of the Declarant or Declarant's successors. With the written approval of the Declarant or Declarant's successors, an Owner may lease a dwelling on his Lot or lease his Lot for terms of no less than six months and no more than twelve months total to any and all lessees. Declarant and any Builders approved to lease dwellings during the Development Period, prior to the sale of the Lot to a third party, shall be exempt from this restriction. Whether or not it is so stated in a lease, every lease is subject to the Governing Documents. An Owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto. The Owner is also responsible to supply Declarant and Declarant's successors with the names of tenants and all family members of tenants living in the dwelling, plus phone and e-mail contact information for the tenants, and the beginning and ending dates of any such lease. Failure by the tenant or his family members or invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Declarant or Declarant's designated representative notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Declarant or Declarant's successors has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The Owner of a leased Lot is liable to the Property-wide Owners for any expenses incurred by the Declarant in connection with enforcement of the Documents against his tenant.

Neither Declarant nor Declarant's successors shall be liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Declaration's enforcement of this Declaration against the Owner's tenant.

7.31. **Use Restrictions against Home Business, Profession or Hobby.** The use of a Lot is limited exclusively to residential purposes, or any other use permitted by this Declaration. No activity whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes, unless said activity meets the following criteria: No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any residence which would:

- A. Attract automobile, vehicular or pedestrian traffic to the Lot.
- B. Involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Summer Meadows subdivision. The use of outdoor mercury lighting is expressly prohibited, and a Lot's outdoor lighting must not allow a beam or bright light to be directed into the windows of another residence, nor may an outdoor lighting beam or bright light be allowed to be directed into any street in the Summer Meadows subdivision. All residents must exercise reasonable care to avoid making or permitting noises to be loud, disturbing, or objectionable, and to avoid making or permitting noxious odors, that are likely to disturb or annoy residents of neighboring Lots. The Summer Meadows subdivision's Rules may prohibit the use of loud, disturbing, or objectionable, noise-producing, security devices and wind chimes; or
- C. Require any signage. Any such advertising signs are prohibited. This restriction is waived in regard to the customary sales activities required to sell townhomes in the Summer Meadows subdivision.

This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the Street; and (5) the uses do not interfere with residents' use and enjoyment of neighboring Lots.

7.32. **Screening.** The Architectural Control Committee may require that the following items must be screened from the view of the public and neighboring Lots and dwellings, if any of these items exists on the Lot: (1) satellite reception equipment; (2) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have prior approval of the Architectural Control Committee; (6) garbage cans and refuse containers; (7) air conditioner units, anything determined by the Board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on a Street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

7.33. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one (1) professional security system sign of not more than one (1) square foot, one political election sign per any contested political election displayed during an election of up to four (4) square feet in size and no more than three (3) feet in height above the ground, and one (1) sign conforming to the rules of the Summer Meadows subdivision of not more than six (6) square feet advertising the Lot for sale or for rent, or signs used by a Builder or supplier to advertise the Lot during the construction and sales period. No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the Architectural Control Committee's prior written approval. The Architectural Control Committee's approval may specify the location,

nature, appearance, dimensions, number, and time period of a sign or object. The Declarant or Declarant's designated representative may cause the removal of any sign or object that violates this Article or which the Architectural Control Committee deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal.

7.34 **Flags.** Subject to the provisions of the Texas Property Code Chapters 202 and 209 et seq., also known as the Texas Residential Property Owners Protection Act, which permit the display of flags, no flags or flagpoles of any kind, except as specified in this Declaration, shall be displayed to the public view on or from any portion of the Property, except those flags approved by the Architecture Control Committee or such flags as are required by law. Freestanding Flagpoles shall not be permitted on the residential Lots in the Summer Meadows subdivision.

Property Owners and Lessees may, except as otherwise provided in this Section 7.34, display: (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces.

Such flags shall be displayed in accordance with the following:

- A. **United States Flag.** The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
- B. **State of Texas Flag.** The flag of the State of Texas shall be displayed in accordance with Chapter 3100, State of Texas Government Code;
- C. **Flag Display Materials.** A flagpole attached to a dwelling, approved in writing by the Architectural Control Committee, shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling and the neighborhood, as determined in the sole discretion of the Architectural Control Committee;
- D. **Flag Attached to a Dwelling and Flag Maintenance.** A displayed flag may only be a flag on a flagpole attached to a dwelling, and shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole attached to a dwelling shall be repaired, replaced, or removed;
- E. **Number, Size and Location.** Property Owners may install no more than one flagpole attached to the dwelling on their property. A displayed flag shall be no larger than three feet (3') by five feet (5'); and
- F. **No Flags in Common Areas by Property Owners or Lessees.** Neither Property Owners nor Lessees shall be permitted to locate or display a flag or flagpole on property that is owned or maintained in common by the Lot Owners in Summer Meadows subdivision.

7.35. **Television, Electronic Equipment, Etc.** Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, except that (1) reception-only antennas or satellite dishes designed to receive television broadcast signals, (2) antennas or satellite dishes that are twenty-four inches (24") or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are twenty-four inches (24") or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard,

or (c) attached to or mounted on the rear wall of a structure below the eaves. If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna in the least conspicuous location on or near the roof where an acceptable quality signal can be obtained. The Declarant or the Declarant's successors may adopt reasonable rules modifying the size restrictions herein and for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

7.36. **Vehicles.** All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to this Section and Rules adopted by Declarant or Declarant's successors. The Declarant or the Declarant's successors may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. Vehicles must be parked in the garage, driveway or carport of the vehicle owner's Lot. Vehicles shall not be parked on any non-paved portion of any Lot. No motorized dirt bike, go cart, mini-bike or similar vehicle shall be allowed, nor shall a dirt bike track be constructed on any Lot. No commercial truck, school bus, inoperable vehicle or wrecked vehicle shall be allowed on a Lot. No commercial truck shall be left parked in the street in front of any Lot, except for construction and repair equipment while work is active on such Lot. Any boat or Recreational Vehicle or other similar item shall be stored inside at all times. Declarant or the Board may cause the removal of any vehicle in violation of this Declaration or the Rules without liability to the Owner or operator of the vehicle.

7.37. **Solar Energy Devices.** Per Section 202.010 of the Texas Property Code, solar energy devices may be installed on common property or Owner's Lots only if approved by the Architectural Control Committee, but not if the device threatens the public health or safety, violates a law, is located in an area on a Lot other than on the roof of the home that is not visible from the front or another approved structure or in a fenced yard or patio owned and maintained by the Lot Owner out of public view; otherwise, no solar power panels or stations may be erected on any property in the Summer Meadows subdivision, save and except landscaping or security lights powered by solar power with solar panels less than one (1) square foot in size.

7.38. **Firearms, Explosives and Fireworks.** Hunting, shooting, or the discharge or use of firearms, or explosives of any kind other than in construction approved by the Declarant or the Architectural Control Committee, are not permitted anywhere on or from the Property. No deer, fox, squirrel, rabbit, turkey, duck, dove, quail, or other wild animal or fowl may be hunted or trapped. Firearms and other lethal weapons may only be utilized as a last resort for protection of life or property in accordance with current City, County, State and Federal laws.

7.39 **Fires.** Except for barbecue grills, patio fireplaces, and fire pits approved by the Architectural Control Committee, no exterior fires on the Property are permitted.

7.40 **Garbage and Refuse Storage and 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, junk, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view except as necessary for garbage pick-up days. 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 or 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 unreasonable delay, until completion of the improvements, after which these materials shall be removed from the Lot. Except as provided above, nothing shall be stored outside.

Article 8

COVENANT FOR ASSESSMENTS

This article applies to all Lots in the event the Developer or seventy-five (75) percent of the Lots vote to create a home owner's association. In the event the Developer or seventy-five (75) percent of the Lots vote to create a home owner's association, then each Lot owner shall be provided written notice 90 days before the association becomes effective.

8.1. **Purpose of Assessments.** The Declarant and Declarant's successors may use assessments for the purpose of maintaining the Property values and promoting the health, safety and welfare of the Owners of the Subdivision Property and Additional Property, which hereafter may become subject to the jurisdiction of the Summer Meadows subdivision and its Property-wide Owners, and for the general purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance, repair or replacement of real and personal Common Area property, payments for street lighting, Entrance maintenance, drainage easements management and operation of the Summer Meadows subdivision, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Declarant's decision with respect to the use of assessments is final.

8.2. **Personal Obligation.** An Owner is obligated to pay assessments levied by Declarant or Declarant's successors for the common benefit of the Property-wide Owners of the Summer Meadows subdivision against the Owner or his Lot. An Owner makes payment to the Declaration at its principal office or at any other place the Declarant directs. Payments must be made in full regardless of whether an Owner has a dispute with the Declaration, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Declarant's performance of the Declarant's duties. Payment of assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. **Control for Assessment Increases.** This Article of this Declaration may not be amended without the approval of the Declarant during the Declarant Control Period or by the Owners of at least sixty percent (60%) of the Lots following Declarant's transfer of control of the operation and management of the Summer Meadows subdivision to the Owners or to a Homeowners Association formed by the Owners. In addition to other rights granted to Owners by this Declaration, Owners have the following powers and controls over the Summer Meadows subdivision's operation and management budget:

8.3.1. **Veto Increased Dues.** At least thirty (30) days prior to the effective date of an increase in Regular Assessments, the Declarant or Declarant's designated representative will notify an Owner of each Lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless, following Declarant's transfer of control of the operation and management of the Summer Meadows subdivision to the Owners, Owners of at least two-thirds (2/3rds) of the Lots disapprove the increase by petition or at a meeting of the Owners or of the Association formed by the Owners for the operation and management of the Summer Meadows subdivision. In that event, the last- approved budget will continue in effect until a revised budget is approved.

8.3.2. **Veto Special Assessment.** At least thirty (30) days prior to the effective date of a Special Assessment, the Declarant or Declarant's representative will notify an Owner of each Lot of the amount of, the budgetary basis for, and the effective date of the Special Assessment. The Special Assessment will automatically become effective, unless following Declarant's transfer of control of the operation and management of the Summer Meadows subdivision to the Owners, or to a Homeowners Association formed by the Owners, Owners of at least a sixty percent (60%) majority of the Lots disapprove the Special

Assessment by petition or at a meeting of the Owners or of the Association formed by the Owners for the operation and management of the Summer Meadows subdivision.

8.4. **Transfer-Related Fees and Types of Assessments.** There is a title transfer-related fee and there are four (4) types of assessments: Regular, Special, Individual, and Deficiency.

8.4.1. **Transfer-Related Fees.** NA

8.4.2. **Regular Annual Assessments.** NA

8.4.3. **Special Assessment.** NA

8.4.4. **Individual Assessments.** NA

8.4.5. **Deficiency Assessments.** NA

8.5. **Basis & Rate of Assessments.**

8.6. **Declarant Obligation.** Declarant shall be exempt from assessments. Any Lot that is owned by Declarant during the Development Period is exempt from mandatory assessment. Declarant has a right to reimbursement for any assessment paid for the benefit of Summer Meadows subdivision by Declarant during the Development Period. This provision may not be construed to prevent Declarant from making a loan or voluntary monetary donation to the Summer Meadows subdivision, provided it is so characterized.

8.7. **Annual Budget.** NA

8.8. **Due Date.** NA

8.9. **Reserve Funds.** The Declarant or Declarant's successor will establish, maintain, and accumulate reserves for operations and for the maintenance, repair and/or replacement of such matters as, but not limited to, the Property's common amenity improvements at the subdivision's entrance, the storm water detention pond and related equipment, interior road, and the perimeter fence on and along the subdivision's property border abutting County Road 707, if applicable. The Declarant must budget for reserves and may fund reserves out of Regular Assessments. Reserve funds will be maintained and accounted for separately from other funds maintained for annual operating expenses, and the Declarant will establish separate, bank trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Summer Meadows subdivision.

8.9.1. **Operations Reserves.** If necessary based on Declarant's sole discretion, the Declarant and Declarant's successor will endeavor to maintain Operations Reserves for the benefit of the Summer Meadows subdivision at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies.

8.9.2. **Replacement, Repair and Maintenance Reserves.** The Declarant will endeavor to maintain replacement, repair and maintenance reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Areas.

8.10. **Declarant's Right to Borrow Money for the Subdivision.** The Declarant or Declarant's successor is granted the right to borrow money, subject to the consent of Owners of at least a majority of lots and the ability to repay the borrowed funds from assessments. To assist its ability to borrow, the Summer Meadows subdivision is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property,

and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

ARTICLE 9 **AMENDMENTS**

9.1. **Consents Required and Method of Amendment.** This Declaration may be amended by any method selected by the Declarant with the consent of the Owners of at least sixty percent (60%) of the Lots, provided the Declarant can consent for any Lots owned by Declarant. Or in the event Declarant has transferred control of the operation and management of the Summer Meadows subdivision to the Owners, or in the event a Property Owners' Association is formed hereafter, this Declaration may be amended by the Property Owners or by the Board of such Property Owners' Association from time to time with the consent of the Owners of at least sixty percent (60%) of the Lots, provided the method gives an Owner of each Lot the substance, if not the exact wording, of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument.

9.2. **Effective.** To be effective, any amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Declarant or any successor Declarant or Homeowners' Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by either the Declarant or an officer of the successor Homeowners' Association, certifying the requisite approval of Owners or directors and, if required, Eligible Mortgagees; and (3) recorded in the Deed Records of Johnson County, except as modified by the following Section. This Section may not be amended without Declarant's written and acknowledged consent.

9.3. **Ordinance Compliance.** When amending the Documents, Declarant or any successor Homeowners' Association must consider the validity and enforceability of the amendment in light of current public law, including without limitation any governing Johnson County subdivision ordinance promulgated and in effect.

9.4 **Merger.** Merger or consolidation of the Summer Meadows subdivision with another Declarant-deed-restricted property or property restricted and governed by a Homeowners' Association must be evidenced by an amendment to this Declaration. The amendment must be approved by at least sixty percent (60%) of the Owners of the Lots. Upon a merger or consolidation of the Summer Meadows subdivision with another Declarant-restricted property or property restricted and governed by a Homeowners' Association, the property, rights, and obligations of such other Declarant-deed-restricted property or property restricted and governed by a Homeowners' Association may, by operation of law, be added to the properties, rights, and obligations of a Homeowners' Association formed to govern and manage the Summer Meadows subdivision as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants, conditions and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will affect a revocation, change, or addition to the covenants, conditions and restrictions established by this Declaration within the Property without amending this Declaration as hereby provided.

9.5 **Termination.** Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by Owners of at least sixty percent (60%) of the Lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed either by the Declarant or by the Board of any then-existing Homeowners' Association without a vote of Owners. In all other circumstances, an amendment to terminate must be approved by Owners of at least sixty percent (60%) of the Lots.

9.6. **Compliance.** The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

9.7. **Higher Authority.** The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance. To the extent they violate or conflict with local, state, or federal law or ordinance, then the provision shall be modified, where possible, to cure the violation or conflict as nearly as written.

9.8. **Notice.** All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by ordinary or verified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an Owner fails to give the Association an address for mailing notices, all notices may be sent to the Owner's lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

9.10. **Liberal Construction.** The terms and provision of herein and within each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

9.11. **Severability.** Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

9.12. **Captions.** In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

9.13. **Interpretation.** Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

9.14. **Run with the Property.** Unless terminated or amended by Lot Owners as permitted herein, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

9.15. **Enforceability.** In the event an association is not formed, the Developer and each Lot Owner has the right and power to enforce each provision of this Declaration.

SIGNED AND ACKNOWLEDGED:

SIGNED this _____ day of September 2026.

DECLARANT: ARLINGTON STOR-MORE, L.L.C.,
 a Texas limited liability company

Ronald D. Bowyer, Manager

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

 This instrument was acknowledged before me on this _____ day of September 2026, By Ronald D. Bowyer, Manager of Arlington Stor-More, L.L.C., a Texas limited liability company, on behalf of said company.

AFTER RECORDING, PLEASE RETURN TO:
Arlington Stor-More, L.L.C.
325 W. Bus. Hwy. 67
Keene, Texas 76059