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RESTRICTION

SUBMITTER: CYNTHIA HOTCHKISS

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*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

AMENDED AND RESTATED DEDICATION, DECLARATION  
AND RESTRICTIONS OF SUMMERTREE,  
SUMMERTREE II AND SUMMERTREE III ADDITIONS  
(THE DEED RESTRICTIONS)

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

This Amended and Restated Dedication, Declaration and Restrictions of Summertree, Summertree II and Summertree III Additions (hereinafter referred to as the "Summertree Declaration") is made this February 21, 2023.

This Summertree Declaration is intended to amend, restate, supersede and replace all previous Restrictive Covenants, and Conditions affecting the Summertree Subdivisions, Phases I, II, III, including;

- (1) Dedication and Restrictions executed on March 28, 1989 which is filed of record in Volume 9548, Page 921, Real Property Records, Tarrant County, Texas; and
- (2) an Amendment To Dedication and Restrictions executed on March 28, 1989 which is filed of record in Volume 9548, Page 945, Real Property Records, Tarrant County, Texas; and
- (3) Dedications and Restrictions executed on March 28, 1989 which is filed of record in Volume 9548, Page 953, Real Property Records, Tarrant County, Texas; and
- (4) an Amendment to Dedication and Restrictions executed on January 8, 1990 which is filed of record in Volume 10001, Page 1611, Real Property Records, Tarrant County, Texas; and
- (5) an Amendment to Dedication and Restrictions executed on January 14, 1991 which is filed of record in Volume 10153, Page 227, Real Property Records, Tarrant County, Texas;
- (6) a Dedication and Restriction executed on July 17, 1991 which is filed of record in Volume 10322, Page 1450, Real Property Records, Tarrant County, Texas; and
- (7) an Amended and Restated Dedication, Declaration and Restrictions of Summertree, Summertree II and Summertree III Additions executed on February 10, 1992 which is filed of record in Volume 10532, Page 2306, Real Property Records, Tarrant County, Texas; and,

WHEREAS by the adoption of this Summertree Declaration, the previous dedications and restrictions and amendments thereto are restated, modified, and incorporated into one comprehensive amended and restated dedication, declaration and restrictions which will uniformly subject the real property described in Article I, Section 2 hereof to the covenants, restrictions, charges and liens set forth herein; and

WHEREAS, the Summertree Homeowners Association, Inc. has been incorporated under the laws of the State of Texas as a nonprofit corporation, and has been granted powers of administering and enforcing the covenants, restrictions, charges and liens applicable to the property described in Article 1, Section 2 hereof, including the covenants, restrictions, charges and liens pursuant to the Summertree Declaration and of disbursing the assessments and charges created pursuant to the Summertree Declaration:

NOW THEREFORE, by vote of seventy percent (70%) of the total eligible votes of the membership of the Association at a meeting duly called for such purpose the Owners of the Properties described in Article 1, Section 2, hereby adopt this amended Summertree Declaration and the real property described in Article 1, Section 2 shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens set forth herein.

## **ARTICLE I**

### **General**

Section 1. Definitions. The following words, when used in this Summertree Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to the Summertree Homeowners Association, Inc.
- b. The "Properties" shall mean and refer to the real property including improvements described in Section 2 of this Article I.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat or its equivalent of the Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Open Space" and/or "Open Area" and any other real property, improved or unimproved, located within the Properties, heretofore conveyed by the Declarant to the Association.
- d. "Lot" shall mean and refer to a portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single family.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or other portion of the Properties, but, notwithstanding any applicable mortgage thereon, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- f. "Declarant" shall mean Chandler Cantrell Property, Inc. the previous owner and developer of the real property described in Article I, Section 2 of this Summertree Declaration.
- g. "Phases I and II common Properties" shall mean the portion of the Common Properties not located in Summertree III Addition.
- h. "Phase III Common Properties" shall mean the portion of the Common Properties located in Summertree III Addition.
- i. "Summertree Addition" shall mean that portion of the Properties referred to in Exhibit "A" attached hereto.
- j. "Summertree II Addition" shall mean that portion of the Properties referred to in Exhibit "B" attached hereto.
- k. "Summertree III Addition" shall mean that portion of the Properties referred to in Exhibit "C" attached hereto.

Section 2. Property Subject to Declaration. The real property covered by this Summertree Declaration is described in Exhibits "A", "B", and "C" attached hereto and incorporated herein by reference. All of the Properties and any rights, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent Owner of all or any part thereof, subject to this Summertree Declaration and the covenants, restrictions, charges and liens herein set forth.

**ARTICLE II**  
**Membership and Voting Rights in the Association**

Section 1. Membership. Each and every person, persons or legal entity who shall be the Owner of any Lot or other parcel of land in Summertree, Summertree II and Summertree III Additions of the Properties shall automatically be a member of the Association. Any person or entity who holds an interest in a Lot or other parcel of land in the Properties merely as security for the performance of any obligation or any other Association owning only Common Properties shall not be a member.

Section 2. Voting Rights. The members of the Association shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE III**  
**Assessments**

Section 1. Covenants for Assessments. Each purchaser of any Lot or other parcel of land within the Properties by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants to pay to the Association: (1) annual assessments or charges as specified in Section 3 of Article III, (2) special assessments as specified in Section 4 of Article III, and (3) if applicable, the assessment provided for in Section 5 of Article VI, all such assessments to be fixed, established, and collected from time to time as provided herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners of the Properties and any part thereof, for the maintenance of the Common Properties (subject to Section 2 of Article VI below), and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Annual Assessments. Each member of the Association shall pay to the Association an annual assessment. The rate of annual assessment shall be set by the Board of Directors each year. The rate may be increased by the Board of Directors no more than ten percent (10%) over the previous year's rate, or by more than ten percent (10%) by the vote of the membership of the Association, as provided in Section 5 of this Article III. The Board of Directors of the Association may, after consideration of the current maintenance cost and future needs (including, without limitation, reasonable reserve) of the Association, fix the annual assessment for any year at a lesser amount. The annual assessment shall be payable in two installments unless the Board of Directors, by resolution, authorizes a single payment.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 of Article III, the Association may, by vote of its members as set out in Section 6 of this Article III, levy on the members in any assessment year or years a special assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5. Vote Required For Increase In Rate Of Annual Assessments. An increase of more than ten percent (10%) over the previous year's rate of the annual assessments as authorized by Section 3 of this Article III must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II herein, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and set forth the purposes of the meeting. For purposes of the above calculation, the rate of the annual assessment for a fiscal year other than twelve months shall be recalculated for a twelve month year.

Section 6. Vote Required For Special Assessment. The special assessment authorized by Section 4 of this Article III must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II herein, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Notice Of Due Date Of Assessments. The annual assessment shall become due and payable on April 1 of each year, unless the Board adopts a different date, and shall be considered delinquent if not paid by then. Should the Board authorize payment of the annual assessment in two installments, only the first installment shall be due and payable on the date provided in the prior sentence and the second installment shall be due and payable six (6) months after such date. The due date of any special assessment under Section 4 of this Article III shall be fixed in the resolution authorizing such assessment. Notice of payment of the annual assessment shall be sent to the Owner by mail, hand delivery at his last known address or by email unless otherwise requested at least thirty (30) days prior to the due date.

Section 8. Owners Personal Obligation For Payment Of Assessments. The assessments provided for in this Article III or in Section 5 of Article VI shall be the personal and individual debt of the Owner of the property covered by such assessments. Should any assessment be payable in more than one installment, a purchaser of a Lot prior to the due date of any installment shall be personally obligated to pay the remaining installments as they fall due. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any installment of such assessment, the Owner of the property shall be obligated to pay a late charge of \$50.00 and interest on the amount of the unpaid assessment from the due date thereof until paid at the rate of 18% per annum, together with all costs and expenses of collection, including attorneys fees and court costs.

Section 9. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article III or Section 5 of Article VI, but unpaid, shall together with interest as provided in Section 8 hereof and the costs of collection, including attorneys fees and court costs as herein

provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner, and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for all sums unpaid on a first mortgage lien or deed of trust lien of record, securing in either instance sums borrowed for the purchase and/or improvement of the property in question. To evidence the aforesaid lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Tarrant County, Texas. Such lien shall attach with the priority herein set forth from the date that such payment becomes delinquent as herein set forth. The Association may enforce such lien by instituting a suit against the Owner personally obligated to pay the assessment and/or seek judicial foreclosure of said lien. If suit is filed, the Owner shall be required to pay the costs, expenses, and reasonable attorneys fees and court costs incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. In the event of a foreclosure of a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase and/or improvement of the property in question, the purchaser at such foreclosure sale shall be liable for all assessments occurring after the foreclosure sale. Such purchaser shall not be liable for the unpaid assessment owing prior to the foreclosure sale. All Common Properties as defined in Article I Section I hereof, and all portions of the Properties owned by or otherwise dedicated to any political subdivision shall be exempted from the assessments and lien created herein.

#### **ARTICLE IV** **Architectural Control Committee**

Section 1. Designation Of Committee. The board of directors of the Association shall appoint the members of the Architectural Control Committee, and some or all of the members may be directors. The Architectural Control Committee shall consist of, a minimum of three, but no more than five, members, and the board of directors of the Association shall also have the authority to fill any vacancies in the Architectural Control Committee. The Architectural Control Committee is authorized to delegate to one or more representatives the authority to perform the duties of the Architectural Control Committee as set forth herein. The Architectural Control Committee shall receive no fees or compensation for its services.

Section 2. Function Of The Committee. The Architectural Control Committee shall be responsible for approving all plans for improvements to the Properties, other than the Common Properties. No improvement shall be erected, placed or altered on any portion of the Properties until a complete set of plans and specifications (which shall clearly indicate all exterior materials) and a site plan of the location of such improvements shall have been delivered to the Architectural Control Committee, and until such plans and specifications shall have been approved in writing by the Architectural Control Committee, as being in conformity and harmony with the external design and location of the existing structures of the Properties and in compliance with the restrictions contained herein. Plans and specifications shall be returned to the Owner of the Lot after approval of the Architectural Control Committee has been appropriately endorsed thereon. An applicant whose plans or specifications have been disapproved by the Architectural Control Committee may appeal the Committee's action to the Board of Directors within thirty (30) days following the

Committee's sending notice of its action to the applicant. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove any improvement, plans and specifications within ten (10) working days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans and specifications. Neither the Architectural Control Committee, nor the Board of Directors shall in any event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof.

Section 3. Definition Of Improvement. Improvement shall mean and include all buildings and roofed structures, gutters, downspouts, windows visible to the street or common areas, parking areas, fences, walls, hedges, driveways, swimming pools, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be included in any of the foregoing. It does not include garden, shrub or tree replacement or any other normal replacement or repair which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

## **ARTICLE V**

### **Protective Covenants**

Section 1. Covenants Applicable to the Properties. The following provisions shall be applicable to any and all construction, improvement, alteration or addition to the Properties:

- a. Residential Use. The Lots within the Properties are to be used for single family residential purposes only. No building or structure intended for or adapted to business purposes (including, but not limited to, hospitals, duplex houses and apartment houses) shall be erected, placed, permitted, or maintained on such Lots or any part thereof. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession on any lot, tract or parcel of land within the Properties that is not incidental to the residential use thereof. No oil wells, tanks, pits, oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot. No garage as designated by plans and specifications or other outbuilding as may be specified on any Lot shall be used as a residence or living quarters, except by servants engaged on the premises or by members of the immediate family of occupants. A garage or other outbuilding shall be used solely by the Owners or occupant of the Lot upon which the garage or other outbuilding is located.
- b. Building Materials and Temporary Buildings. No building materials or temporary building of any kind or character, including, but not limited, to tents, shacks, garages or barns shall be placed or stored upon the property until the Owner is ready to commence improvements, and then such materials or temporary buildings shall be placed within the property lines of the Lot or parcel of land on which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building structure of any kind shall not be used for other than construction purposes. Any such building shall be maintained in a neat, attractive and clean condition. All such buildings and building materials shall be removed promptly upon the completion of construction.
- c. Landscaping, Irrigation System and Retaining Walls or the Like. Each Lot on which a single family residential dwelling is constructed shall have and contain an underground water

irrigation system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition to the front, side and rear yard areas, including those situated outside of the fences, walls or hedges. Landscaping of a Lot shall be completed within ninety (90) days after the date on which the main structure is ninety percent (90%) complete. Every Lot Owner shall use reasonable efforts to keep, preserve and maintain the landscaping in a healthy and attractive condition. All retaining walls, planter walls, mail boxes or decorative fences located within sixty (60) feet of the front of each Lot or adjacent planter walls or decorative fences adjacent to any Common Properties shall be stone, brick or stone or brick with wrought iron and shall require approval by the Architectural Control Committee. Any drought resistant landscaping or water conserving natural turf installation requires pre-approval from the Architectural Control Committee to assure maximum aesthetic compatibility with other landscaping in the subdivision.

- d. Size and Condition of House.** No building structure on any Lot shall exceed two stories in height. The living area of the single family residential dwelling constructed as a one story residence on any Lot, exclusive of porches, garages or breezeways attached to the main dwelling, shall be not less than 2500 feet with a deviation of five percent (5%) with approval by the Architectural Control Committee; and in the case of any single family residential dwelling of more than one story, the requirements as to living area shall be at least ten percent (10%) more, or a total of 2,750 square feet for the total living area; provided however, the living area of any single family residential dwelling located on lots 1 through 23 of Block 3 of Summertree Addition shall contain a minimum of 3,000 square feet exclusive of porches, garages or breezeways. With regard to Lot 1, Block 1, in the Summertree Addition only, the Architectural Control Committee may allow up to an eight percent (8%) deviation for the total living area, provided the elevation and appearance of the dwelling is otherwise appropriate and in keeping with the style and appearance of other residential dwellings in the Summertree Addition. All single family residential dwellings or building structures shall be constructed of brick, brick veneer, stone, stone veneer, stucco or other exterior materials (which shall be approved by the Architectural Control Committee) to the extent of at least eighty percent (80%) of the total outside areas. Openings and glass areas shall be considered to be of the material which is on either side of it. The construction plans and specifications for each single family residential dwelling shall include provisions for the installation of smoke detectors and such other security devices which, from time to time, become technologically feasible for residential use. No single family residential dwelling or other building structure upon any Lot may be permitted to fall into disrepair. Single family residential dwellings and other building structures must at all times be kept in good condition, adequately painted or otherwise finished.
- e. Garages.** Each single family residential dwelling erected shall provide garage space for a four car maximum capacity and a two car minimum capacity for conventional automobiles. All garage doors shall be equipped with an automatic and remote controlled electronic door opener; all garage doors shall be closed at all times when not in use. Garage structures may face the front property line only if they are constructed a minimum of sixty (60) feet from the front building line and approved by the Architectural Control Committee. Garages on corner lots shall be rear entry with a masonry wing wall matching the exterior materials of the single family residential dwelling. The wing wall shall be of

sufficient length and height to screen the garage entry from the side street if the driveway entrance is off the side street. Except for the above provisions, all garage entrances shall be rear entry or located at the side of the residence with an appropriate masonry wing wall. Carports are not encouraged but may be permitted if, in the reasonable opinion of the Architectural Control Committee, the exterior surface and appearance will substantially compare with a garage and if no storage of items, which would otherwise be visible, will occur thereunder. Any and all proposed garage or carport plans and specifications must be submitted to the Architectural Control Committee for review and approval.

- f. Roof. All roofs shall be not less than an 8/12 pitch and shall be constructed of slate, copper or clay tile, composition shingles or other materials approved by the Architectural Control Committee. The Architectural Control Committee may require adherence to specific colors and specifications approval it establishes.
- g. Exterior Surface. In that all exterior surfaces of any structure within the Properties shall be constructed of glass, brick and other materials, the Architectural Control Committee is specifically authorized to require a continuous, uniform surface with respect to all improvements which directly affect the appearance and image of the structure.
- h. Uncommon Exterior Items. The Architectural Control Committee may adopt Guidelines pertaining to the installation of all uncommon types of exterior items and surfaces such as but not limited to, address numbers, or external ornamentation, lights, mail chutes, exterior paint or stain, composting piles or bins, rain barrels or rainwater harvesting systems, standby electric generators, solar panels, flags, flag poles and lights to illuminate a flag or flag pole. To the extent permitted by the Texas Property Code or other applicable law, the Guidelines may (i) restrict the number, size, type, placement, composition, appearance of, manner of installation, maintenance, or noise from such items, (ii) require screening of such items, and (iii) prohibit the installation of any such items where their installation would violate any applicable law, ordinance, regulation or code or where such installation is adjudicated to threaten public health or safety. The installation of any such item shall be subject to prior approval of the Architectural Control Committee.
- i. Antennas and Satellite Dishes. The erection, construction, placement or installation of any television, radio or other electronic towers, serials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication upon a Lot or upon any improvement thereon is prohibited, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.
- j. To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Living Unit and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations. No satellite dish



larger than one meter (39") in diameter shall be permitted, unless otherwise approved by the ACC. Permitted satellite dish antennas installed above the fence line must be painted to blend in with its surroundings.

- k. Other Exterior Items. Utility lines, clothes lines, rain barrels, rain harvesting system, composting piles or bins, garbage cans, equipment, wood piles, or storage piles shall be enclosed to conceal them from the view of neighborhood Lots, roads or streets. Plans for all enclosures of this nature must be approved by the Architectural Control Committee prior to construction. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. The Architectural Control Committee may adopt Guidelines pertaining to the display of certain religious items on a Lot or the exterior of a structure and signs (including but not limited to contractor, political and for sale signs), to the extent permissible under the Texas Property Code and other applicable law. The display of such items shall be in accordance with any such Guidelines.
- l. Requests for Approval. All requests to the Architectural Control Committee for items requiring approval shall be on forms designated by the Committee and shall include a site drawing showing the lot, the location for all structures on the property and the desired location of the item submitted for approval. Items not specifically requiring Architectural Control Committee approval may have standards specified in the Architectural Control Guidelines. Any waiver of these restrictions shall not constitute a waiver as to other Lots.
- m. Location of Residential Structure. No building shall be erected on any Lot nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded plat. In any event, no building shall be located nearer than thirty (30) feet to the front property line or nearer than fifteen (15) feet to any side street property line. No building shall be located nearer than ten (10) feet to any interior side property line. The location of all buildings and garages must be approved by the Architectural Central Committee and shall be submitted for approval on a site plan. Only one residence shall be constructed on each Lot. This provision shall not, however, prohibit the combination of parts of two or more adjoining Lots into a single family residential dwelling site and the construction of a residence on such site, provided that no Lot with a house constructed thereon may be less than 15,000 square feet. On corner Lots, single family residential dwellings or buildings shall face the street from which the greater building line setback is shown on the recorded Plat, unless alternate facing is authorized by the Architectural Control Committee. In reference to building lines, a "house" or "single family residential dwelling" shall include galleries, porches, porte cocheres, projections and every other permanent part of the improvements. Roofs, steps, terraces and planters outside of building lines will be permitted, provided that these may not extend higher than two (2) feet above finished grade lines at the house.
- n. Concrete Driveways, Approaches and Sidewalks. Driveway widths and locations shall be shown on the building plans. With regard to Lot 3, Block 4 in Summertree Addition only, the driveway shall be located within the northern most thirty (30) feet of said residential Lot. Concrete driveways shall have expansion joints not more than twenty (20) feet apart, with an expansion joint at the back side of the driveway and adjacent to the sidewalk and approach. The width of the driveway shall flare to an adequate width but shall not encroach past the property line. The curb shall be sawed (not broken) and the drive approach constructed in such a manner as to conform to the City of Colleyville's

specifications. All city sidewalks will be of a broomed or brushed finish (no washed aggregate finish). The walks from the street curb to the residence shall have a minimum width of four (4) feet. All walks required by the City of Colleyville will be constructed according to city specifications and shall have a minimum width of four (4) feet.

- o. Fences, Walls, Hedges.** No fence, wall or hedge shall be placed on any Lot in the Properties nearer to any front or to any side street than is permitted for the house on said Lot and no fence, wall or hedge located between interior Lot lines and building setback lines shall be higher than eight (8) feet from the ground unless it is an integral part of the house or building structure. All wood fences shall be constructed with the "finish" surface to the outside but shall not be constructed closer to the front property line than the portion of the front of the house furthest from the front property line, except that wooden fences along the side property line may extend no closer to the front property line than the portion of the front of the house closest to the front property line. However, on adjacent Lots the builder of the common fence may select the direction of the "finish" surface but may not encroach on the adjacent Lot without prior consent by the adjacent Lot Owner. Only black wrought iron fences four (4) feet in height (in a style approved by the Architectural Control Committee), may be constructed within thirty (30) feet of the Common Properties unless the Architectural Control Committee waives this restriction in total or in part in writing signed by the Committee. No hedge planted within thirty (30) feet of the Common Properties shall exceed eight (8) feet in height, without the written permission of the Architectural Control Committee. No wire or chain link fence is permitted if exposed to view from a street, adjacent Lot, or Common Properties and shall not exceed the height of the exterior screening fence or structure. All fencing shall be approved by the Architectural Control Committee prior to construction. Should a hedge, shrub, tree, or other planting be so placed, or afterward grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the Owner of adjoining property or the Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Association or any authority owning easement rights. Such encroachment is wholly at the risk of the Owner and removal shall be solely at his expense.
- p. Garbage and Trash Collection.** No residential Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers in appropriate locations which may be specified by the Architectural Control Committee. Unless otherwise expressly permitted by the Architectural Control Committee, garbage containers shall be situated and enclosed or screened so as not to be visible from any residential street unless otherwise directed by the City of Colleyville.
- q. Storage of Vehicles and Equipment.** No vehicles may be stored where visible from the streets, adjacent Lots or Common Properties unless fully operable and with valid license plates and inspection stickers. No motorized or non-motorized equipment or vehicles such as, but not limited to, camper trailers, camper tops, boats, trailers, jet skis, motor homes, or recreational vehicles shall be stored or parked where visible from the streets, adjacent Lots or Common Properties. No vehicles may be parked on the street between the hours of 2:00 a.m. and 6:00 a.m. or for longer than eight consecutive hours. Such violating vehicles and equipment may be towed and impounded at the expense of the offending property Owner forty-eight (48) hours after delivery of written notice to the mailing address of the property Owner or occupant thereof.

- r. Offensive Activities. No noxious, loud or offensive activity shall be conducted on any portion of the Properties that will adversely affect the peace, quiet, comfort or serenity of the other Lot Owners or residents.
- s. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and are confined indoors or by fence or leash. Pet owners shall remove all animal waste created by their pets from Common Properties, streets or other residents' Lots and shall keep their lot clean and free of pet debris. All animals must be properly tagged for identification.
- t. Outdoor Decorations. Outdoor holiday decorations shall not be installed or used more than thirty (30) days prior to the holiday, except for Christmas lights, which can be installed up to sixty (60) days prior to the holiday. All holiday decorations must be removed no later than thirty (30) days after the holiday.
- u. Easements and Utilities. Easements and access easements for the installation and maintenance of utilities, screening fence and drainage facilities are reserved as shown on the recorded subdivision plats. Except as to special street lighting or other aerial facilities which may be required by the City of Colleyville or which may be required by the franchise of any utility company or which was installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, pre-existing power poles and lines, and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Properties whether upon individual Lots, easements, streets, or rights-of-ways of any type, either by the utility company or any other person or entity. All utilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility. All utility meters, equipment, air conditioning compressors and similar items must be visually screened and located in the areas designated by the Architectural Control Committee. Pursuant to requirements by the electric company, the following provisions and covenants are to run with the land within the Properties with the same force and effect as all other covenants and restrictions herein:
1. electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle, alternating current has been made available to the Lot hereby conveyed by means of underground facilities, at a cost in excess of the cost of service provided by the usual and standard overhead facilities, and each Owner acknowledges for himself, his heirs, successors and assigns, that electric service of any character other than that hereinabove described will not be available except at added cost to such Owner in accordance with the Rules and Regulations for Electric Service of TU Electric Company. Since electric service is to be furnished to each of the Lots solely by underground facilities, each Owner agrees for himself, his heirs successors and assigns, that he will, at his own expense, install and maintain the necessary underground facilities to connect the Owner's installation with the service wire to the point of delivery of electric energy. Gas service has been provided at a designated point adjacent to each Lot.
- v. Ingress and Egress. Each Owner of a Lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access to the Owner of adjacent or adjoining Lots containing a divisional wall, when such access is essential for the

construction, reconstruction, refinishing, repair, maintenance, or alternation of said divisional wall. The access shall be limited to an area not more than five (5) feet in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the Lot Owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling or building. Any damage caused by such access will be repaired at the expense of the Owner causing such damage.

w. Covenant to Complete Construction. Each and every Owner covenants to begin construction of a single family residential dwelling within one (1) year following the date of closing on the acquisition of a Lot within the Properties. Construction shall be deemed to begin when (1) architectural plans have been approved by the Architectural Control Committee; (2) building permits have been issued by the City of Colleyville; and (3) physical construction has commenced. If construction has not begun within one (1) year following the date of closing, the Declarant and/or the Association shall have the right to purchase the Lot for the amount of the original purchase price paid by the owner thereof. Each and every Owner hereby covenants to complete the construction within six (6) months after construction thereof has begun. Completion shall occur when a Certificate of Occupancy is issued and all deed restrictions controlling the construction have been complied with in full. However, the Architectural Control Committee may extend the construction period if reasonable and necessary. This covenant to complete construction may be enforced by specific performance by the Association or any other Owner. All costs incurred shall be paid by the Lot Owner and shall attach as a lien thereto.

x. Care and Maintenance. (a) Any Owner or occupant (including lessees) of any part of the Properties must perform the care and maintenance of their property, including but not limited to:

1. controlling weeds, grass or other unsightly growth;
2. removing trash, rubble, building and construction debris; and
3. exercising reasonable care or conduct to prevent or remedy unclean, untidy or unsightly conditions;

(b) If the Association reasonably believes that an Owner has failed to comply with any of the foregoing covenants or responsibilities and has not cured the violation within any period of cure allowed by the Association, in accordance with the Texas Property Code and other applicable laws, the Association, through its authorized agent or agents, shall have the power and right to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. No notice or right of cure shall be required if (i) the Association determines that such care and maintenance is immediately required in order to protect the health, safety or welfare of any person or to protect or preserve any portion of the property or personal property located thereon, (ii) the Owner or occupant has been previously given notice and the opportunity to cure the violation within the preceding six months. The Owner and occupants (including lessees) or any part of the property of which such work is performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs, together with interest as provided for delinquent assessments and expenses of collection, including attorneys fees and court costs. If such Owner or occupant shall fail to reimburse the Association within thirty days from receipt of a statement for such work from the Association, then such

indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of the property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, Section 8-9, above, which provisions are incorporated herein by reference and the Association shall have identical powers and rights in all respects, as permitted by the Texas Property Code or other applicable law, including, but not limited to, the right of foreclosure.

Section 2. Covenants Cumulative of Guidelines, Statutes, Rules, Regulations and Ordinances. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to Guidelines issued by the Board of Directors or Architectural Control Committee of the Association pursuant to the Texas Property Code or other applicable laws, as well as statutes, rules, regulations and ordinances of the City of Colleyville, Texas or any other governmental authority having jurisdiction over said property.

Section 3. Fines and Enforcement of Covenants. In addition to such other enforcement rights as are provided herein, the Association may establish and levy fines on owners violating these covenants and restrictions, the bylaws or any other rules or guidelines of the Association, as permitted by the Texas Property Code or other applicable law. Creation of a fine policy requires a majority vote of the owners eligible to vote under Article II, Section 2. Fines not paid within such time as permitted by the Association, shall be considered assessments and are secured by the lien described in Article III, Section 8 and 9. Enforcement of these covenants and restrictions by the Association and or Owner of any Lot, or the Association's collection of any fines may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction, fine or recovery of damages, or both or enforcement of any lien created by these covenants and restrictions; but failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement of the covenants shall be in compliance with the Texas Property Code and any other applicable law. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees, related expenses and costs and actual damages from the non-prevailing party as permitted by the Texas Property Law or other applicable law.

## **ARTICLE VI**

### **Common Properties**

Section 1. Easements of Enjoyment. Subject to the provisions of Sections 3 and 5 of this Article VI, every Owner shall have a right and easement of enjoyment in and to the Common Properties, and may delegate the same to his or her family, tenants and social invitees.

Section 2. Extent of Easements. The right and easements of enjoyment created hereby and the easement created by Section 5 of this Article shall be subject to the following:

- a. The right of the Association to prescribe rules for the use, enjoyment and maintenance of the Common Properties;
- b. The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by seventy percent (70%) of the total eligible

votes of the membership of the Association as defined in Article II hereof, or such higher vote as may be required by law, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;

- c. The right of the Association to borrow money for the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof;
- d. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties, or any part thereof, against foreclosures.
- e. The right of the Association to suspend, in accordance with the Texas Property Code and other applicable laws, the easements of enjoyment or easement provided by Section 5 of this Article, of any member of the Association during any period of time when any assessment levied under Article III or Section 5 of this Article remains unpaid or such member is in default in the performance of any other obligations under this Declaration or the Association's Bylaws, for any period not exceeding thirty (30) days for each infraction of the Association's published rules and regulations.

Section 3. Structures On Certain Lots. The rock retaining walls, sidewalks and other related structures constructed by Declarant within the boundaries of all drainage and Common Properties access easements imposed on certain Lots will be maintained by the Association as part of Common Properties. Those Lots thus effected include the following: Lot 15, Block 3; Lot 23, Block 3; Lot 6, Block 3; Lot 7, Block 3; Lot 10, Block 3; Lot 11, Block 3, Summertree Addition.

Section 4. Red Oak Court Gate. Subject to the provisions of Section 3 of this Article VI, every Owner in the Summertree III Addition shall have the right to use the vehicular gate at the western end of Red Oak Court West if the Association elects to make the gate a limited access gate. In that event, the members of the Association who are Owners of Lots in the Summertree III Addition shall be solely responsible for the cost of maintaining the gate. The Declarant for each Lot and other parcel of land owned by it within the Summertree III Addition of the Properties hereby covenants, and each purchaser of any such Lot or other parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, hereby covenants to pay to the Association, in addition to the assessments provided in Article III, all assessments as the Board of Directors of the Association may fix from time to time to pay for the maintenance of the limited access gate. The due date of any such assessment shall be fixed in the resolution authorizing such assessment and notice of payment of any such assessment shall be sent to each Owner in the Summertree III Addition at his last known address at least thirty (30) days prior to the due date. Owners in the Summertree Addition and Summertree II Addition shall have no right to use the vehicular gate, but shall have the right to use the pedestrian gate contained within the vehicular gate. Emergency vehicles shall have the right to use the vehicular gate. The vehicular gate shall remain closed at all times, except when vehicles are entering or leaving Red Oak Court West.

Section 5. Water Well. Declarant grants and conveys to the Association the right to use the water well located on Lot 1, Block 1 of the Summertree Addition, including the right to enter on the property to the extent necessary to use the well, and (if the Association has assumed such obligations as provided in this section) to maintain and operate the well. All rights stated herein shall be perpetual in duration and shall be binding upon all subsequent Owners of Lot 1, Block 1 of Summertree Addition. The Owner of Lot 1, Block 1 of Summertree Addition shall maintain the well

and provide electrical service for the operation of the well in exchange for the use of the well for irrigation of his Lot. The Owner of Lot 1, Block 1 of Summertree Addition shall not restrict or prevent the Association's reasonable access to the well. If the Owner of Lot 1, Block 1 of Summertree Addition voluntarily or involuntarily fails to maintain the well or provide electrical service for the operation of the well, the Association shall have the right to assume the maintenance of the well and obtain electrical service for the operation of the well at its own expense. Once the maintenance and operation of the well is assumed by the Association, the Owner of Lot 1, Block 1 of Summertree Addition and any subsequent Owner thereof shall forfeit the right to use the well, unless he compensates the Association for all expenses incurred by the Association in maintaining and operating the well since the time the Association assumed the maintenance and operation of the well.

**ARTICLE VII**  
**Non-Conforming Use**

Section 1. Exemptions. The Association, through its Board, is hereby vested with the authority to grant a nonconforming status or exemption (in the sole discretion of the Association) to certain Owners who were in compliance with the Summertree Declaration on the date of adoption of this modified Summertree Declaration, but whose actions, use or improvements would be rendered a violation hereof as a result of the modifications of the Summertree Declaration which are contained herein. In order to grant such non-conforming status, the Board will issue a letter to those property Owners which will specifically delineate the provisions of this Summertree Declaration that the Owner is violating, specifically setting forth the conditions for which non-conforming status or exemption is granted.

**ARTICLE VIII**  
**Miscellaneous Provisions**

Section 1. Duration. The covenants and restrictions herein shall run with and bind the land subject to this Summertree Declaration and shall inure to the benefit of and be enforceable by the Association and or the Owner of any land subject to this Summertree Declaration, their respective legal representatives, their successors and assigns for a term of fifty (50) years from the date that this Summertree Declaration is recorded. After such time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by seventy percent (70%) of the total eligible voters of the membership of the Association and recorded in the Records of Tarrant County, Texas, which contains and sets forth an agreement to abolish the covenants and restrictions; provided, however, no such agreement (where approved by less than ninety-five percent (95%) of the eligible votes of the members of the Association) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. The covenants and restrictions contained herein may be amended and/or changed at any time by seventy percent (70%) of the total eligible votes of the membership of the Association as defined in Article II hereof, voting together at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment and/or change shall become effective when an instrument is filed of record in the Records of Tarrant County, Texas with the

signatures of the requisite Owners of the property. Any and all amendments and or changes shall be binding upon all property Owners including, but not limited to, the property Owners who (a) purchased property prior to the date the amendments are recorded and (b) did not consent to the amendments.

Section 3. Validity. Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien, other similar security instrument which may be then existing on any Lot. Invalidation of any one or more of these covenants and restrictions, or any portions thereof, by a judgment or court order shall not invalidate the remaining covenants and restrictions, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Colleyville, Texas, then such municipal requirement shall control.

Section 4. Headings. The headings contained in this Summertree Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Summertree Declaration. Words of any gender shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context required otherwise.

Section 5. Notice. Any notice required to be given to any member or Owner under the provisions of this Summertree Declaration shall be deemed to have been properly delivered when delivered personally or when deposited in the United States mail, postage prepaid or sent certified mail (except instances in which electronic notification [e.g., email] is permitted), addressed to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing. Holders of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/member/Owner in the performance such mortgagor's/member's/Owner's obligations as established by this Summertree Declaration provided that the Association has been theretofore furnished, in writing with the correct name and address of such mortgage holder and a request to receive such notification.

Section 6. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation and application of the provisions of this Summertree Declaration or the Association Bylaws shall be determined by the Board of Directors, whose determination (absent, arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

Section 7. Leasing of Dwelling Units. Leasing of a residence within the Summertree Homeowners Association for a term of less than twelve (12) months is prohibited without prior written approval of the Board of Directors. Leasing is defined as regular, exclusive occupancy of the residence on a Lot within the Summertree Homeowners Association by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit including, but not limited to, a fee, service, gratuity or emolument. If a Lot is owned by a trust and the beneficiary of the trust is living in the residence, that Lot shall be considered Owner-occupied rather than leased. Sale-Leaseback agreements are permitted up to 90 days. Any term beyond 90 days is prohibited without prior written approval of the Board of Directors.

Residences may only be leased in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the governing documents of the Summertree



Homeowners Association. The Owner must make available to the lessee copies of the governing documents prior to execution. The Owner must provide a copy of the lease to the Board of Directors within ten (10) days upon the Board's written request. The Owner is not required to disclose financial terms of a lease.

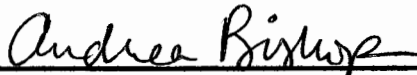
WHEREFORE the following board members attest that a meeting was duly called on February 21, 2023 at the Colleyville Center for such purpose as for the Members of the Association and Owners of the Properties to discuss and vote on the AMENDED AND RESTATED DEDICATION, DECLARATION AND RESTRICTIONS OF SUMMERTREE, SUMMERTREE II AND SUMMERTREE III ADDITIONS (THE DEED RESTRICTIONS).

By in-person, proxy or absentee voting as allowed by the Bylaws of the Summertree Homeowner's Association the following votes were cast: 72% voted YES, 10% voted NO, and 18% DID NOT VOTE.

Since the number of affirmative votes surpasses 70% members of the Association and Owners of the Properties, we declare the AMENDED AND RESTATED DEDICATION, DECLARATION AND RESTRICTIONS OF SUMMERTREE, SUMMERTREE II AND SUMMERTREE III ADDITIONS (THE DEED RESTRICTIONS) are APPROVED and amend, restate, supersede and replace all previous Restrictive Covenants, and Conditions affecting the Summertree Subdivisions, Phases I, II, III.



Christie Gotti, President



Andrea Bishop, Vice President



Cindy Hotchkiss, Secretary,

In ABSENTIA by pro

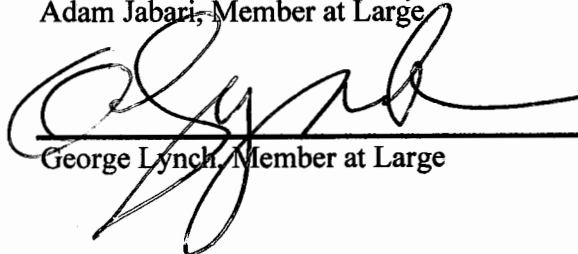
Beau Sharp, Treasurer



Robert Cooksey, Member at Large

In ABSENTIA by pro

Adam Jabari, Member at Large



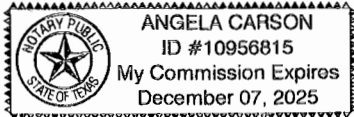
George Lynch, Member at Large

FILED AS RECEIVED

STATE OF TEXAS § §  
COUNTY OF TARRANT §

SUBSCRIBED AND SWORN TO BEFORE ME,  
Christi Gotti  
Andrea Bishop  
Beau Sharp  
Cindy Hotchkiss  
ADAM JABERI  
Robert Cooksey  
George Lynch

on 17<sup>th</sup> Day of May, ~~2022~~<sup>2023</sup>, to certify which witness my hand and seal of office.



Angela Carson  
NOTARY PUBLIC, STATE OF TEXAS  
Angela Carson  
PRINTED NAME OF NOTARY  
December 7, 2025  
MY COMMISSION EXPIRES

Other attendees present at May 17, 2023 meeting.  
Edward Murphy  
Susan Fox

**Exhibit A**

**DESCRIPTION OF PROPERTY  
35.7622 Acres**

Description for a tract of land out of the C. C. DOSS SURVEY, Abstract No. 439, Tarrant County, Texas, and being more fully described as follows:

**BEGINNING** at a nail in the approximate centerline of Pool Road (County Road No. 3038) said point being 2,904.1 feet North of the Southwest corner of said C. C. Doss Survey;

**THENCE** South 88 degrees 46 minutes 49 seconds East, with the South line of a tract of land conveyed to Michael R. Burkette by deed recorded in Volume 5684, Page 136, Deed Records, Tarrant County, Texas, and with the South line of Lot 14, 15, 16, 23, 24, 25, 33, 34, 35, 36, and 48, Block 1, Countryside Estates, an addition to the City of Grapevine, Tarrant County, Texas, a distance of 1,442.70 feet to a ½-inch iron rod, said point being a re-entrant corner of said Countryside Estates, Block 1;

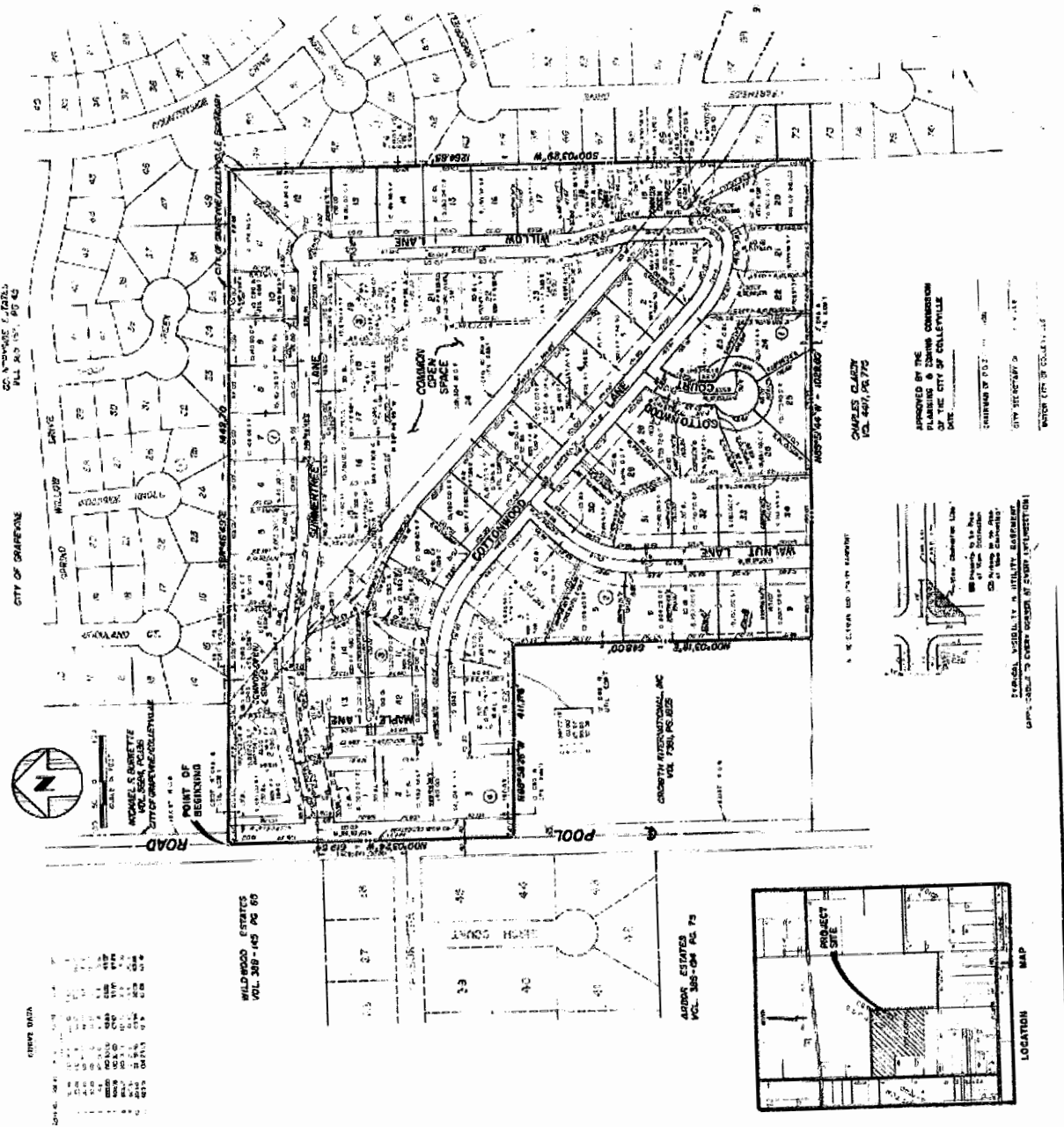
**THENCE** South 00 degrees 03 minutes 29 seconds West, with the West line of Lots 49, 52, 53, 54, and Lots 62 thru 72, Block 1, said Countryside Estates, a distance of 1,264.65 feet to a ½-inch iron rod, said point also being for the Northeast corner of a tract of land conveyed to Charles N. Clardy by deed recorded in Volume 4417, Page 775, Deed Records, Tarrant County, Texas;

**THENCE** North 88 degrees 51 minutes 44 seconds West, with the North line of said Clardy tract, 1,029.60 feet to a 5/8-inch iron rod, said point being for the Southeast corner of a tract of land conveyed to Growth International, Inc., by deed recorded in Volume 7381, Page 1855, Deed Records, Tarrant County, Texas;

**THENCE** North 00 degrees 03 minutes 18 seconds East, with the East line of said Growth International tract, a distance of 648.00 feet to a ½-inch iron rod, said point also being for the Northeast corner of said Growth International tract;

**THENCE** North 88 degrees 58 minutes 26 seconds West, with the North line of said Growth International tract, 411.76 feet to a nail in the approximate centerline of Pool Road;

**THENCE** North 00 degrees 03 minutes 24 seconds West, with said road, 619.54 feet to the **POINT OF BEGINNING** and containing 35.762 acres (1,557,793 square feet) of land more or less.



SAVINGTON (P) 2014  
 VOL. 2014-01, PG. 43

CITY OF GARFIELD

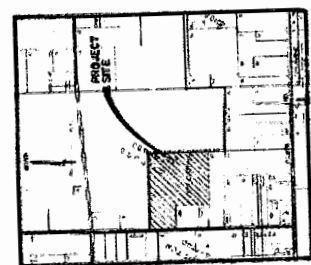


SETBACK DATA

| TYPE    | FRONT | REAR | SIDE |
|---------|-------|------|------|
| MINIMUM | 5     | 5    | 5    |
| MAXIMUM | 10    | 10   | 10   |
| MINIMUM | 5     | 5    | 5    |
| MAXIMUM | 10    | 10   | 10   |
| MINIMUM | 5     | 5    | 5    |
| MAXIMUM | 10    | 10   | 10   |
| MINIMUM | 5     | 5    | 5    |
| MAXIMUM | 10    | 10   | 10   |
| MINIMUM | 5     | 5    | 5    |
| MAXIMUM | 10    | 10   | 10   |

WILLOW LANE  
 VOL. 2014-01, PG. 69

APPLE LANE  
 VOL. 2014-01, PG. 75



LOCATION MAP

CHARLES CLAY  
 VOL. 2014, PG. 75

APPROVED BY THE  
 PLANNING & ZONING COMMISSION  
 OF THE CITY OF COLLEVILLE  
 DATE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_  
 CITY ENGINEER: \_\_\_\_\_  
 PLANNING & ZONING COMMISSION: \_\_\_\_\_



EASEMENT, UTILITY, EASEMENT, EASEMENT TO BE DELETED  
 SHOWN TO EVERY CORNER OF EACH LOT/SECTION

## Exhibit B

### DESCRIPTION OF PROPERTY

#### TRACT 1

2.930 acres situated in the C. C. DOSS SURVEY, Abstract No. 439, City of Colleyville, Tarrant County, Texas, being that certain tract of land conveyed to Arnold J. Dittmar, by deed recorded in Volume 8607, Page 2089, Deed Records, Tarrant County, Texas, said 2.930 acres being more particularly described by metes and bounds, as follows:

BEGINNING at the northwest corner of said Dittmar tract said point being in the centerline of Pool Road (R.O.W. varies);

THENCE South 89 degrees 02 minutes 01 seconds East, along the north line of said Dittmar tract, at 25.00 feet pass a ½ inch iron, at 40 feet pass the most westerly southwest corner of SUMMERTREE ADDITION, an Addition to the City of Colleyville, Tarrant County, Texas, as recorded in Volume 388-215, Pages 95 and the south line of said Addition, in all, 411.80 feet to a ½ inch iron at the northeast corner of said Dittmar tract in the west line of said SUMMERTREE ADDITION;

THENCE South 00 degrees 01 minutes 25 seconds West, along the common line of said Dittmar tract and said SUMMERTREE ADDITION, 310.10 feet to a ½ inch iron northwest corner of a tract of land conveyed to Allison Landscaping by deed recorded in Volume 8098, Page 1874, Deed Records, Tarrant County Texas;

THENCE North 89 degrees 02 minutes 02 seconds West, along the common line of said Dittmar and Allison Landscaping tracts, at 386.88 feet pass a ½ inch iron and continuing in all, 411.38 feet to the southwest corner of said Dittmar tract in the centerline of said Pool Road;

THENCE North 00 degrees 03 minutes 15 seconds West, along the centerline of said Pool Road, 311.11 feet to the Point OF BEGINNING and containing 2.930 acres of land.

#### TRACT 2

The following described tract of parcel of land situated in the C. C. DOSS SURVEY, Abstract No. 439, Tarrant County, Texas and being more particularly described as follows:

BEGINNING in the centerline of County Road No. 3038 (Pool Road) and being North a distance of 1893.98 feet from the Southwest corner of said C. C. DOSS SURVEY;

THENCE North along the centerline of said County Road No. 3038 (Pool Road) a distance of 80.0 feet;

THENCE South 88 degrees 59 minutes 45 seconds East, at a distance of 25.0 feet the East line of said County Road No. 3038 (Pool Road), a total distance of 411.06 feet;

THENCE South a distance of 80.0 feet;

THENCE North 88 degrees 59 minutes 45 seconds West, at a distance of 386.06 feet the East line of said County Road No. 3038 (Pool Road), a total distance of 411.06 feet to the PLACE OF BEGINNING, containing 0.755 acres with approximately 0.046 acres being occupied by said County Road No. 3038 (Pool Road) leaving a net acreage of 0.709 acres of land more or less.

### TRACT 3

The following described tract or parcel of land situated in the C. C. DOSS SURVEY, Abstract No. 439, Tarrant County, Texas, and being more particularly described as follows:

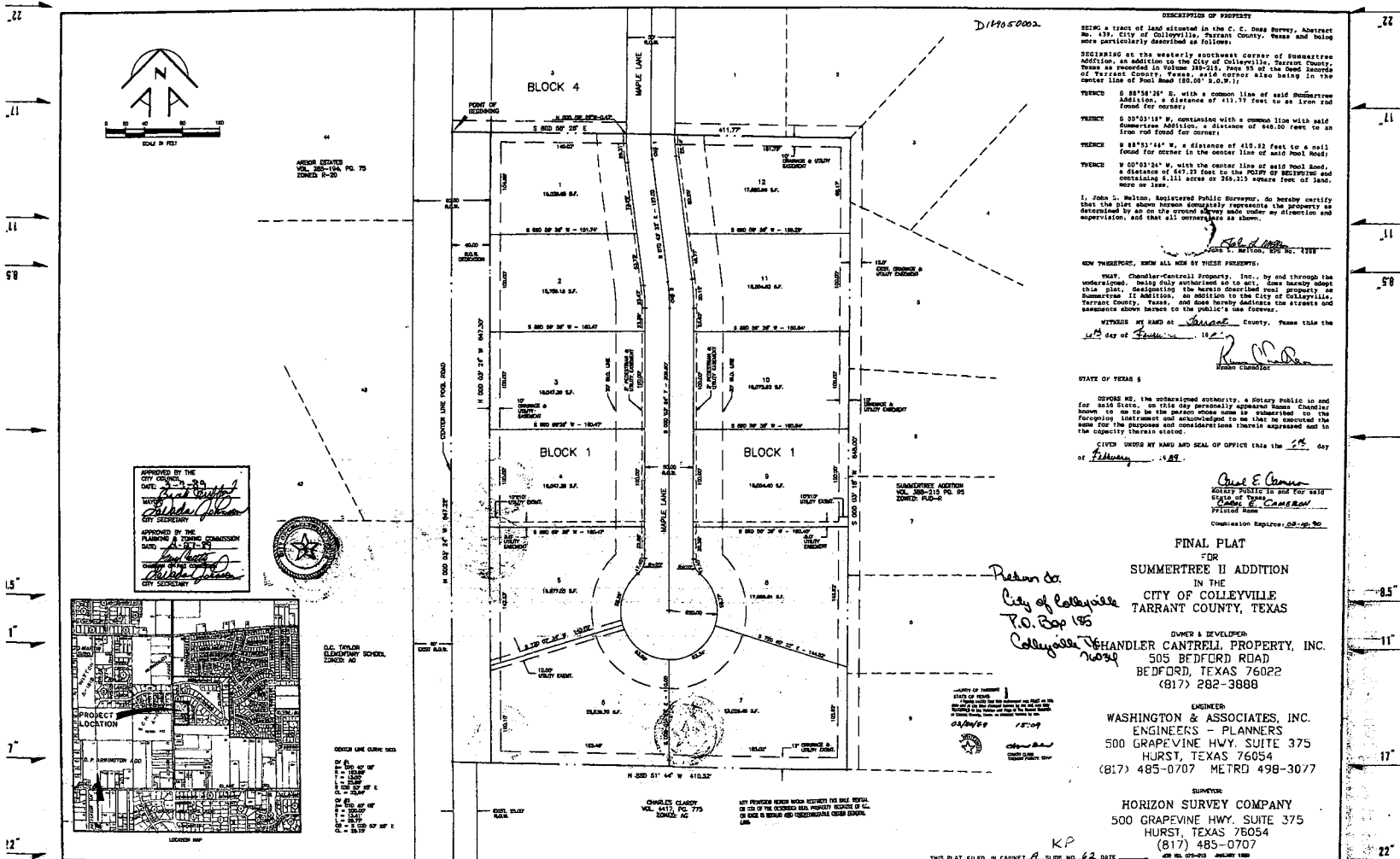
BEGINNING in the centerline of County Road No. 3038 (Pool Road) and being North a distance of 1636.5 feet from the Southwest corner of said C. C. DOSS SURVEY;

THENCE North along the centerline of said County Road No. 3038 (Pool Road) a distance of 257.48 feet;

THENCE South 88 degrees 59 minutes 45 seconds East, at a distance of 25.0 feet the East line of said County Road No. 3038 (Pool Road), a total distance of 411.06 feet;

THENCE South a distance of 257.48 feet to an old iron pin;

THENCE North 88 degrees 59 minutes 45 seconds West, as distance of 385.83 feet to an old iron pin, and at a distance of 386.06 feet the East line of said County Road No. 3038 (Pool Road), a total distance of 411.06 feet to the PLACE OF BEGINNING and containing 2.429 acres with approximately 0.148 acres being occupied by said County Road No. 3038(Pool Road), leaving a net acreage of 2.281 acres of land more or less.



**DESCRIPTION OF PROPERTY**  
 BEING a tract of land situated in the C. C. Moss Survey, Abstract No. 139, City of Colleyville, Tarrant County, Texas and being more particularly described as follows:  
 BEGINNING at the westerly southwest corner of Summertree Addition, an addition to the City of Colleyville, Tarrant County, Texas as recorded in Volume 188-216, Page 95 of the Deed Records of Tarrant County, Texas, said corner also being in the center line of Pool Road 180.00' S.O.W.;  
 THENCE S 88°58'18" W, with a common line of said Summertree Addition, a distance of 411.77 feet to an iron rod found for corner;  
 THENCE S 03°03'18" W, continuation with a common line with said Summertree Addition, a distance of 648.00 feet to an iron rod found for corner;  
 THENCE W 88°53'44" W, a distance of 410.83 feet to a nail found for corner in the center line of said Pool Road;  
 THENCE W 03°03'18" W, with the center line of said Pool Road, a distance of 647.23 feet to the POINT OF BEGINNING and containing 4.111 acres or 269,215 square feet of land, more or less.  
 I, John S. Walton, Registered Public Surveyor, do hereby certify that the plat shown herein completely represents the property as described by an on the ground survey made under my direction and supervision, and that all measurements are shown.

JOHN S. WALTON, REGISTERED PUBLIC SURVEYOR  
 JOHN S. WALTON, REG. NO. 1122

NOW WHEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, Chandler-Cantrell Property, Inc., by and through the undersigned, being duly authorized so to act, does hereby adopt this plat, designating the herein described real property as Summertree II Addition, an addition to the City of Colleyville, Tarrant County, Texas, and does hereby dedicate the streets and easements shown hereon to the public's use forever.

WITNESSES MY HAND AT Tarrant County, Texas this the 14th day of February, 1987.

STATE OF TEXAS:  
 CHAS. E. CHAMBERLAIN, Notary Public in and for said State of Texas, My Comm. Expires 08-28-90

**FINAL PLAT FOR SUMMERTREE II ADDITION IN THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS**

DOWNER & DEVELOPER  
 CHANDLER-CANTRELL PROPERTY, INC.  
 505 BEDFORD ROAD  
 BEDFORD, TEXAS 76022  
 (817) 282-3888

ENGINEER  
 WASHINGTON & ASSOCIATES, INC.  
 ENGINEERS - PLANNERS  
 500 GRAPEVINE HWY. SUITE 375  
 HURST, TEXAS 76054  
 (817) 485-0707 METRO 498-3077

SURVEYOR  
 HORIZON SURVEY COMPANY  
 500 GRAPEVINE HWY. SUITE 375  
 HURST, TEXAS 76054  
 (817) 485-0707

THIS PLAT FILED IN CABINET B, SLIDE NO. 62, DATE 02/21/2023

22  
 11  
 14  
 58  
 15  
 1  
 7  
 12

22  
 11  
 11  
 58  
 85  
 11  
 17  
 22



## Exhibit C

### DESCRIPTION OF PROPERTY

BEING a tract of land situated in the C. C. Doss Survey, Abstract No. 439, City of Colleyville, Tarrant County, Texas and also being or intended to be that same tract of land deeded to Charles K. Clardy as recorded in Volume 4417, Page 775 of the Deed Records of Tarrant County, Texas and being more particularly described by metes bounds as follows:

BEGINNING at an ½-inch iron rod set for corner, said iron rod being N 00 degrees 13' E a distance of 1,330.7 feet and East a distance of 25.0 feet from the southwest corner of said C. C. Doss Survey and being in the east line of Pool Road (County Road No. 3038) as described by said deed recorded in Volume 4417, Page 775;

THENCE N 00 degrees 37' 10" W a distance of 307.04 feet to a ½-inch iron rod set for corner;

THENCE S 88 degrees 51' 44" E, passing a ½-inch iron rod found at 19.92 feet, for a total distance of 1,420.00 feet to an iron rod found for corner in the west line of Countryside Estates, as addition to the City of Grapevine, Tarrant County, Texas as recorded in Volume 388-152, Page 45 of the Plat Records of Tarrant County, Texas;

THENCE S 02 degrees 23' 11" E a distance of 305.99 feet to a ½-iron rod found for the southwest corner of said Countryside Estates;

THENCE N 88 degrees 55' 19" W, passing a ½-inch iron rod set in concrete at 1,409.47 feet, for a total distance of 1,429.39 feet to the POINT OF BEGINNING and containing 10.014 acres or 436,187 square feet of land, more or less.



A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS  
 Verify Certification at <https://tcrecordsonline.com>  
 Verify Key: nbsrqk2

Tarrant County Clerk

Mary Louise Garcia

21687984

100-1

THIS MAP IS A PART OF THE RECORDS OF THE COUNTY CLERK OF TARRANT COUNTY, TEXAS.

P.O.B.

THIS PLAT IS SUBJECT TO THE RECORDS OF THE COUNTY CLERK OF TARRANT COUNTY, TEXAS.

State of Texas  
 County of Tarrant

**NOTE: REVISIONS SHOWN ALL HERE BY THESE FIGURES:**

1. DATE: 1. 2023. BY: [Signature]

2. DATE: 1. 2023. BY: [Signature]

3. DATE: 1. 2023. BY: [Signature]

4. DATE: 1. 2023. BY: [Signature]

5. DATE: 1. 2023. BY: [Signature]

6. DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

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DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

**REPLAT**

LOTS 54R, 55R AND 6R, BLOCK 4  
 SUMMER TREES II ADDITION

AND A REPLAT OF  
 LOTS 5 & 6, BLOCK 6  
 SUMMER TREES II ADDITION

AS RECORDED IN MAPS 4, 1, 1886 AND 2, 1, 877

BY THE  
**C. C. DREW SHERREY**  
 ABSTRACT NUMBER 458  
 IN THE  
**CITY OF COLLETTVILLE**  
 TARRANT COUNTY, TEXAS

**EXEMPT - PUD-R**

BY THE  
**C. C. DREW SHERREY**  
 ABSTRACT NUMBER 458  
 IN THE  
**CITY OF COLLETTVILLE**  
 TARRANT COUNTY, TEXAS

**EXEMPT - PUD-R**

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

DATE: 1. 2023. BY: [Signature]

# Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

|  |   |
|--|---|
| Name of purchaser, firm or agency<br><b>Summertree Homeowner's Association Inc</b> |   |
| Address (Street & number, P.O. Box or Route number)<br><b>2809 Summertree Ln</b>   | Phone (Area code and number)<br><b>972-898-8587</b> |
| City, State, ZIP code<br><b>Colleyville, TX 76034</b>                              |   |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Fannin Tree Farm Sales, LLC**

Street address: **15700 State Highway 121** City, State, ZIP code: **Frisco, TX 75035**

Description of items to be purchased or on the attached order or invoice:

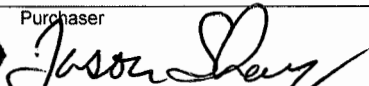
**Trees**

Purchaser claims this exemption for the following reason:

**Products to be installed in community areas**

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

|   |                           |                        |
|---|---------------------------|------------------------|
| Purchaser<br><b>sign here</b>  | Title<br><b>Treasurer</b> | Date<br><b>7/17/23</b> |
|---|---------------------------|------------------------|

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
06/16/2023 03:56 PM

D223106437  
RESTRICTION  
Pages: 27  
Fees: \$119.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK