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**RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF  
THE SUMMIT ESTATES AT FISCHER, TEXAS  
SUMMIT RESORT DEVELOPMENTS, INC. TO THE PUBLIC**

STATE OF TEXAS            ¶  
  ¶     **KNOW ALL MEN BY THESES PRESENTS:**  
COUNTY OF COMAL        ¶

That **SUMMIT RESORT DEVELOPMENTS, INC.**, a Texas Corporation, herein called "Developer", the owner of **THE SUMMIT ESTATES AT FISCHER, TEXAS**, Unit 1 a subdivision in Comal County, Texas, as shown on a plat recorded in Volume 14, Page 261-268 of the Map and Plat Records of Comal County, Texas does hereby impress all lots included in such subdivision with the following restrictions.

**I.**

No building, other than a single family residential home containing not less than 1700 square feet, exclusive of open or screen porches, breezeways, carports, garages and patios, shall be erected or constructed on the tract conveyed herein, and no garage may be erected except simultaneously with or subsequent to erection of a residence. All building must be completed not more than fourteen (14) months after laying foundations. All lots may be used for single-family residential homes only. Only one home containing at least 1700 square feet of living area (plus a guest or mother-in-law cottage) may be constructed on each lot. All guest or mother-in-law cottages, garages, storage, and other out buildings must match the exterior design and construction of the main residence, and be constructed simultaneously with or after construction of the main residence. All driveways must be asphalt, concrete pavers or white crushed limestone. All construction plans and material lists, must be approved in writing by "Architectural Control Committee." Said Maintenance Corporation is initially composed of **LEE R. ROPER, RON NEWMAN, and JIM NEWMAN.** After 75% of said lots have been conveyed by **SUMMIT RESORTS DEVELOPMENTS, INC.**, a Texas Corporation, a majority of the lot owners of **THE SUMMIT ESTATES AT FISCHER, TEXAS, UNIT 1** (with one vote per lot owner, regardless of number of lots owned) may appoint a new Architectural Control Committee by written instrument filed with the Clerk of Comal County. A majority of the Committee may designate a member to act in its behalf, or may appoint new members in the event of their resignation by written instrument filed with the County Clerk of Comal County, Texas, if their successors are not appointed by the lot owners. In the event of death or resignation of any member, the remaining members shall have full

authority to designate a successor or any two of these members may relieve the remaining on of his or her duties in connection with Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be set out in writing and in the event the Committee or its designated representatives fail to approve or disapproval will not be required and the related covenants shall be deemed to be fully complied with.

## II.

No lot shall be used for any business and no professional or commercial use shall be made of any of said lots, even though such business, professional or commercial use shall be subordinate to the use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer geologist or geophysicists, accountant, contractor, barber, florist, beauty operator, realtor, chiropractor, osteopath, radio or television repairman or building contractor's business. Provided, however, Developer shall have the right to maintain and office in a model home on any lot in the subdivision. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood even though such activity be in the nature of a hobby and not carried on for profit.

## III.

No modification can be made to the exterior of any building upon the lots unless said changes or modifications to such buildings upon the lots shall be first approved by Architectural Control Committee. By way of example, no re-roofing shall be done of any building unless same is done with material of the same quality, appearance, color and construction as originally approved by Architectural Control Committee.

All fences on the front (street) side of the lot must be decorative in design and compatible in design, color and construction with the buildings on the lot. All fences (front, side and back) must be approved in writing by Architectural Control Committee prior to construction.

In the event an Owner of any lot shall make any unauthorized change or modification, or should an Owner fail to maintain the premises and the improvements situated thereon in a neat and orderly manner as provided in these restrictions, the Developer, Architectural Control Committee, or any record lot owner in THE SUMMIT ESTATES AT FISCHER, TEXAS, UNIT 1 shall have

the right, through agents and employees, to enter upon said lot an to mow and maintain the lot, and restore or repair the fencing, exterior of the buildings and any other improvements erected thereon, at the expense of the Owner, and the cost of said maintenance, repair or restoration shall constitute a lien upon the lot, which lien shall be inferior only to a prior purchase money first lien on the property on which a residence has been constructed and may be perfected by the Developer, Architectural Control Committee, or any lot owner by affidavit as described in Paragraph IV below.

#### IV.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plat hereinabove referred. Developer hereby grants and conveys to THE SUMMIT ESTATES AT FISCHER, TEXAS Water System owned and operated by Rancho Del Lago, Inc. under RDLCCN, Pedernales Electric Co-op, Inc. And Guadalupe Valley Telephone Co-op a non-exclusive easement or right-of-way for purposes of construction, installation and maintenance of telephone, and/or electrical utilities or works, upon, over and across those areas those areas designated as utility easement on the recorded plat of THE SUMMIT ESTATES AT FISCHER, TEXAS, UNIT 1.

#### V.

The front of the main residence constructed on each lot must be not less than 25 feet from the front property line and 15 feet on sides and rear. The exact placement of all improvements, including the main residence, must be approved in advance in writing by Architectural Control Committee.

#### VI.

Each Owner, renter and other persons occupying or visiting a residence on any lot in the subdivision shall observe the following subdivision restrictions, and the Owner of the residence shall be responsible for their observance:

- (1) No trailer, camper, recreational vehicle, commercial vehicle, truck (other than 1 ton or smaller pick-up not used for commercial purposes), boat or similar vehicle may be kept, parked or stored on the street, parking lots, driveways or areas of any lot in front of the main residence, except for a recreational vehicle, boat on a trailer, or camper which may be parked in the driveway of the lot during and after completion of the home.

(2) All cars and small trucks being driven by persons occupying a residence in the subdivision shall be parked off the street, either in the driveway or garage of the residence.

(3) No stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored or maintained on any lot, except inside an enclosed garage. No material of any kind shall be placed or stored on the tract except for construction materials after construction of a permanent building has begun.

(4) Site built homes only no house trailers, mobile homes, or manufactured homes, of any kind may be moved onto the property. Site built homes only. No manufactured home or manufactured building of any kind shall be allowed within the subdivision, except for camping recreational vehicles with sanitary facilities which may be placed on the lot for weekend and vacation camping up to a maximum of 17 consecutive days prior to construction of a building on the property, and except for storage buildings approved in advance by Architectural Control Committee.

(5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for those approved by Architectural Control Committee. Architectural Control Committee hereby approves in advance a maximum of two dogs and two cats per lot and one horse per acre on each lot one acre or larger. All other animals and pets must be approved in writing in advance by Architectural Control Committee. Architectural Control Committee reserves the right, to revoke approval for any pet, if said pet causes excessive noise, nuisance or odor and said violation remains uncured after 30 days' notice from Architectural Control Committee. Dogs and horses in the street, in any open unfenced yard areas or in any common areas must be kept on a hand-held leash or bridle at all times. Owners are responsible for all cleanup after their animals. All other pets and animals must be confined to the lot at all times and housed in dwellings constructed of material matching main residence. Architectural Control Committee specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet, for purposes of this restriction, and reserve absolutely the right to deny approval for any pet.

(6) Decks and patios shall contain only furniture and appliances customary for use on decks and patios, such as grills, smokers, deck furniture, hot tubs, etc. Enclosed storage space in carports must be approved by Architectural Control Committee.

(7) No excavation of any kind shall be permitted on any lot without prior written approval of Architectural Control Committee.

(8) No improvements, other than driveways, decorative fencing and landscaping, shall be constructed within the front easement or setback lines. No improvements, other than landscaping and fences, shall be constructed within the 15' side setback and easement line.

(9) No lot owner shall install any clothesline or any free standing poles or objects of any kind greater than 15 feet in height except the building structures permitted by these restrictions and is objected to by any of the other lot owners in the subdivision.

(10) No outdoor mercury vapor light shall be erected on any lot. No other offensive outdoor lighting shall be permitted on any lot if such lighting shines on any other lot in the subdivision and is objected to by any of the other lot owners in the subdivision.

(11) No storage tanks of any type, other than propane tank, may be placed on any lot in the subdivision. All propane tanks must be placed behind the main residence and shielded from view of other lots by decorative fencing approved by Architectural Control Committee.

(12) No satellite dishes or outdoor antennas will be permitted except those approved in advance in writing by Architectural Control Committee.

## VII.

No sign of any kind shall be displayed to the public view on any vacant lot. On lots containing a residence (or during construction of a residence) there will be permitted one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

## VIII.

Oil, gas, mineral or mining exploration or operations shall not be permitted upon any lot within the subdivision.

## IX.

These covenants shall be binding for a period of 30 years from the date they are filed for record in the Deed of Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten years each. The record owners of legal title of 2/3rds of the lots in THE SUMMIT ESTATES AT FISCHER, TEXAS, UNIT 1, as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or

amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk, Comal County, Texas.

**X.**

Failure to comply with any one of these covenants or restrictions or invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect. An uncorrected violation of one or more lot owners in the subdivision shall not invalidate restrictions with respect to future violations of that restriction.

**XI.**

If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for Developer, Architectural Control Committee, or any other person or persons owning any real estate in THE SUMMIT ESTATES AT FISCHER, TEXAS, any recorded units to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to enjoin him or them from doing so or to recover damages, plus court costs and attorney's fees, for such violations.

**XII.**

All covenants and restrictions herein shall be binding upon any person purchasing, renting, leasing, using, or visiting the property in the subdivision, and any successor, heir, assign and Grantee of any property owner. The covenants and restrictions herein are for the benefit of the entire subdivision (being THE SUMMIT ESTATES AT FISCHER, TEXAS, all units) and all present and future property owners therein.

**XIII.**

A violation of the restrictive covenants of The Summit Estates at Fischer, Texas Unit 1 as determined by the majority of the members of the Summit Estates at Fischer, Texas, Unit 1 Architectural Control Committee shall constitute a default of any Deed of Trust securing a note given to developer in part payment of a lot in the subdivision, unless said violation is corrected

within 30 days of Grantor's receipt of written notice of the violation. In the event of such default, Beneficiary shall be entitled to exercise all remedies provided in the Deed of Trust, including acceleration of the note secured and foreclosure.

**XIV.**

In addition to the covenants, restrictions and reservations stated above, the property shall be subject to a water assessment of \$1000.00 for the purpose of installing a water system to bring water to the property. Said water assessment shall be due and payable to SUMMIT RESORTS DEVELOPMENTS, INC., a Texas Corporation, or its assigns on or before 6 months after the lot is conveyed by SUMMIT RESORT DEVELOPMENTS, INC., a Texas Corporation, and shall be secured by a lien on the lot which can be judicially foreclosed after it is 30 days delinquent. In case of foreclosure, all costs of suit, including attorney's fees, shall be paid by the property owner.

**XV.**

Maintenance fees (initially \$60.00 per year) shall be due and payable to THE SUMMIT ESTATES AT FISCHER, TEXAS Maintenance Corporation (a non-profit corporation to be established by the Developer) on or before January 15<sup>th</sup> of each year, beginning 2005. After January 15, 2006 the amount of said maintenance fees shall be determined by THE SUMMIT ESTATES AT FISCHER, TEXAS Maintenance Corporation at said annual meeting with one vote for each lot owned. Said maintenance fees shall be used to maintain the private road, park, gate and decorate entryway and fencing in THE SUMMIT ESTATES AT FISCHER, TEXAS.

**XVI.**

All roads in the subdivision will be dedicated to and maintained by The Summit Estates at Fischer, Texas, Maintenance Corporation after completion.

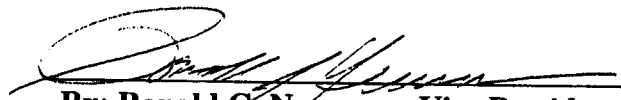
**XVII.**

An owner who is current in the payment of maintenance fees shall have an easement to use the private roads in THE SUMMIT ESTATES AT FISCHER, TEXAS for ingress and egress from his lot to a public roadway. Said easement shall automatically be revoked when a lot owner becomes

delinquent in the payment of said dues and shall remain revoked until said dues are paid current at which time said easement shall automatically be reinstated.

In testimony whereof, SUMMIT RESORTS DEVELOPMENTS, INC., a Texas Corporation, by and through its Vice President, Ronald G. Newman, has executed this instrument this 17 day of July, 2003.

SUMMIT RESORT DEVELOPMENTS, INC.

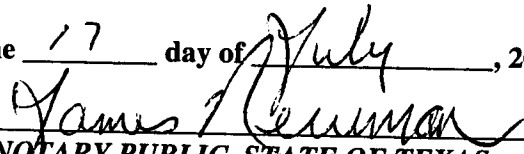
  
By: Ronald G. Newman, Vice President

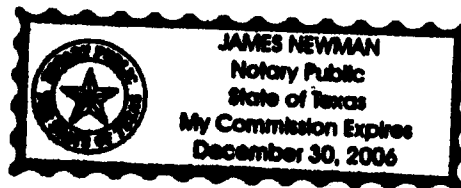
STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority on this day personally appeared Ronald G. Newman, Vice President of SUMMIT RESORT DEVELOPMENTS, INC., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on the 17 day of July, 2003.

  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: James Newman  
Commission Expires: 12-30-2006



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Filed & Recorded in  
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COMAL COUNTY  
JOY STREATER  
COUNTY CLERK  
Fees \$23.00

STATE OF TEXAS  
COUNTY OF COMAL  
This is to certify that this document was FILED and RECORDED in the Official Public Records of Comal County, Texas on the date and time stamped thereon.

  
COUNTY CLERK