



RESTRICTIVE COVENANTS
for
St. George's Homeowners Group, Inc.
DeSoto, Dallas County, Texas

The following are Protective Covenants for St. George's Homeowners Group, Inc., situated in the City of DeSoto, County of Dallas, State of Texas, according to the recorded plat and more particularly described on "Exhibit A" attached hereto and made a part hereof by this reference.

A-PREAMBLE

WHEREAS, St. George's Homeowners Group, Inc. is the homeowner's association ("HOA") for a tract of land (the "property" or the "Addition") situated in DeSoto, Dallas County, Texas, known and designated as St. George's Place, an addition to the City of DeSoto, Texas, according to the recorded plat thereof, as amended (the "Plat").

AND WHEREAS, the above described HOA desires to subject said property to certain protective restrictions, conditions, covenants and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience and general welfare of subsequent owners of the property may be promoted and safeguarded.

NOW THEREFORE, the HOA does hereby state and declare that said St. George's Place, an addition to the City of DeSoto, Texas, shall be and the same is hereby made subject to the following restrictions, conditions, limitations and covenants hereby imposed therein, and herein referred to as "covenants," to wit:

B-RESIDENTIAL AREA COVENANTS

B-1. **Land Use and Building Type.** No site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three cars and other outbuilding directly incidental to residential use shall be erected, altered, placed or permitted to remain on the site.

B-2. **Architectural Control.** No building shall be erected, placed or altered on any site until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

B-3a. **Dwelling and Size.** The livable floor area of the main dwelling house on any single-family residential lot, exclusive of porches, terraces, garages and outbuilding, shall contain not less than 2,500 square feet.

- B3-b. **Move and Set.** All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.
- B-4. **Building Location.** No building shall be located on any site nearer than ten (10) feet to the front nor any side Street line. No building, or portion thereof (including eaves and overhangs), shall ever encroach upon any adjacent site, nor shall any building encroach upon utility easements hereinafter provided for.
- B-5. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot; except for those improvements for which public authority or one or more utility company is responsible.
- B-6. **Nuisance.** No noxious or offensive activity or noise shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.
- B-7. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any site at any time (other than during construction) as a residence, either temporarily or permanently.
- B-8. **Water and Sewer.** No individual water supply system or sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.
- B-9. **Air Conditioning.** No air conditional apparatus shall be installed on the ground in front of a dwelling house. No air conditioning apparatus shall be attached to any front wall of a dwelling house. ~~No evaporative cooler shall be installed on the front wall or the~~ sidewall of a dwelling house.
- B-10. **Mail Boxes.** All mail boxes, unless affixed to the dwelling house, shall be affixed to a substantial pole or stand permanently placed in the ground and shall comply with all requirements of the U.S. Postal Service.
- B-11. **Microwave Disc Antennae.** No microwave disc antennae shall be installed or constructed on any lot in the subdivision in front of the residence.
- B-12. **Setback Requirements.** No structure shall be constructed on any lot in said addition, unless it is setback from the property lines as shown on the plat.
- B-13. **Construction of Residence and Continuous Buildings.** No residence shall be constructed in said addition which does not comply with the building code of the City of DeSoto, Texas and whose exterior walls, excluding windows, gables, doors and roofs, are

not constructed of eighty percent (80%) fired brick, brick veneer or stone or stucco (no styrofoam).

B-14. **Roofs.** Roofs on any residence shall be covered with concrete tile, clay tile, standing seam, copper, slate, composition shingles of comparable quality equal to "TIMBERLINE™" or "Prestique II™", or other material deemed superior by the Architectural Review Committee, and the pitch of said roofs shall be a minimum of 10:12 slope. The color of a roof is limited to any color of material. All roofs shall be guttered as required to keep water from the adjacent lots.

B-15. **Landscaping.** Each property owner in said addition, shall, upon construction of a residence in compliance with the deed restrictions contained herein, formally landscaped said residence with turf and ornamental plants or trees.

C-ARCHITECTURAL CONTROL COMMITTEE

C-1. **Membership.** The Architectural Control Committee is composed of the Directors and Officers of the St. George's Homeowner's Group, Inc. Neither the members of the Committee, nor such representative as it may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of forty percent (40%) shall have power, through a duly recorded instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties. Control Committee Address: P.O. Box 865054, Plano, Texas 75086.

C-2. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C-3. **Criteria of Consideration.** In addition to all other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision and to be erected therein. The Committee shall in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

D-MISCELLANEOUS

D-1. **Signs.** No sign of any kind shall be displayed to the public view on any site except for one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent, or signs being used and erected by a building to advertise the property during the period when construction and sales of new dwellings occur.

D-2. **Oil and Mining Operations.** No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

D-3. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose; and provided rather, such dogs, cats or other household pets shall not exceed two of any one type of animal for each site.

D-4. **Garbage and Refuse Disposal.** No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

D-5. **Sight Distance at Intersections.** No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner site except in conformity with the application resolutions, regulations, and restrictions of the City and County boards and agencies, of the City of DeSoto, State of Texas nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

D-6. **Storage of Boats, Campers, Trailers, Etc.** No vehicles, boats, campers, trailers or other such contraptions or devices shall be stored or permitted to remain, for more than two (2) continuous days, on any lot, except within enclosed garages or in completely enclosed, a 100% secured-from-vision areas, in the rear yard of the residence structure situated thereon.

D-7. **Animals.** No property owner shall allow to roam the streets of said addition any animal that causes other property owners to fear for their safety or comfort. In no event shall any property owner have in said addition any lions, tigers, monkeys, chimpanzees, orangutans, gorillas, swine or any carnivorous animals other than the commonly accept domestic pets, i.e., dogs, cats, etc. Each property owner shall be bound by any law or ordinance duly adopted by the City of DeSoto, County of Dallas or State of Texas regarding types and numbers of animals which may be kept on the premises.

D-8. **Sewage Disposal.** No individual sewage disposal system shall be allowed in said addition, and all sewage shall be directed into sewage lines constructed by the developer and dedicated to the City of DeSoto, Texas.

D-9. **Trash Disposal.** No lot or part of a lot shall be used for dumping of rubbish or trash. Trash shall be disposed of in sanitary containers placed in a proper location for governmental or licensed trash disposal vehicles. There shall be no open burning of trash, rubbish, brush, grass or any other materials.

D-10. **Garages.** All garages shall contain automatic closure devices and said doors shall remain closed when the garage is in use.

E-1 HOMEOWNER'S ASSOCIATION

E-1a. **Purpose.** The HOA desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said landscaping, sprinkler systems, street, drives, screening walls, lake, fountains, security system and other common improvements.

E-1b. **Definitions.** "Association" shall mean and refer to the vehicle and agency that will have the power, duty and responsibility of maintaining and administering the Common properties, and collection the disbursements and charges hereinafter prescribed, and will have the right of administering and enforcing the Covenants and Restrictions. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association and at a point in time deemed appropriate by the Owner consistent with the objectives herein and the circumstances then existing, the Owner shall cause the incorporation of the Association as a non-profit corporation under the laws of the State of Texas.

E-1c. **Common Properties.** "Common Properties" shall mean and refer to, as examples, and not by way of definition:

- (1) that certain Street "St. George's Place" street lights, street signs, traffic control devices, parkway areas, landscaped medians landscaping improvements, plantings, screening walls, sprinkler systems, fountains, security system and easements, among other amenities as are more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, which improvements are intended to be devoted to common use and enjoyment; and
- (2) any areas of land, improvements or other property rights within the Properties which are known, described or designated or which shall subsequently become know, described or designated as common Properties intended for or devoted to the use and enjoyment of the members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon.

In certain circumstances, Common Properties may not be owned by the Owner or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Owner or the Association but which are maintained by the Association or the owner for the use and benefit of the members and the Properties. The Owner may hold record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Owner) after the Association has been incorporated, record title to those portions of the Common Properties that are owned by Owner in fee, as an easement or otherwise will be transferred from the Owner to the Association.

E-1d. **Members.** Every Owner of a Lot shall automatically be a Member of the Association.

E-1e. **Quorum.** The presence at the meeting of Members of at least fifty percent (50%) of the Members shall constitute a quorum.

E-2 PROPERTY RIGHTS IN THE COMMON PROPERTIES

E-2a. **Members' Easement of Enjoyment.** Subject to the provisions of Section E-3d of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use, enjoyment, in and to the Common Properties.

E-2b. **Title to the Common Properties.** The Owner shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Owner. Prior to the date the Common Properties are conveyed to the Association, the Owner shall retain the right to:

- (i) sell portions of the Common Properties to Lot Owners, or
- (ii) dedicate or transfer all or any part of the Common Properties to a public agency, authority or utility company, if Owner in its sole discretion, deems such sale to be for the best interest of the development.

E-3 COVENANTS FOR ASSESSMENTS

E-3a. **Creation of the Lien and Personal Obligation of Assessments.** Owner, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to any entity or collection agency designated by the Association):

- (i) annual maintenance assessments or charges;
- (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (iii) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual, special capital, and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made.

Each assessment together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing Personal obligation of the person who was the Owner of such Lot at the time assessment fell due.

E-3b. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the

residents of the Properties, and in particular for the improvement and maintenance of private roadways, street lights, street signs, traffic control devices, private walkways, lakes, recreational areas, greenbelt areas, parkways, security systems and services or other properties, services, improvements and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties including but not limited to the payment of taxes on the Common Properties insurance in connection with the Common Properties and the repair, replacement and addition thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and material required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth in Article E-4 hereafter; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

E-3c. Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. Initially, all improvements of the Common Properties shall be the responsibility of the Owner and shall be undertaken by the Owner at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements are substantially completed and until the date of the conveyance of the title of the Common Properties to the Association, the Owner, on behalf of the Association, shall have the responsibility and duty (but with right of assessment against all Owners) of maintaining the Common Properties, including but not limited to the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all assessments, both annual and special, collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to the Owner, to the extent that such assessments are required by Owner to maintain the Common Properties as set forth in this paragraph. The Association may rely upon a certificate executed and delivered by the Owner with respect to the amount required by Owner to maintain the Common Properties hereunder.

E-3d. Basis and Amount of Annual Maintenance Assessments.

- (i) Commencing with the year beginning 2009 and each year thereafter, the Board of Directors, at its annual meeting next preceding such _____, and each respective January 1st thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided, that the maximum annual assessment may not be increased more than twenty percent (20%) above the maximum annual assessment for the previous year unless otherwise approved by a majority of the votes of the Association's Members.
- (ii) The Association's Board of Directors may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment. The Board of Directors may provide that annual assessments shall be paid semi-annually or annually on a calendar year basis. Written notice of the annual assessment to be paid by each Member shall be sent to every member, but only to one (1) joint owner.

- (iii) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot, the Owner of such Lot and his heirs, executors, devisees, personal representatives and assigns.
- (iv) The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter placed upon the Lots.

E-4 BOARD OF DIRECTORS OF THE ASSOCIATION

E-4a. **Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Owner shall select and appoint the Board of Directors, each of whom shall be a member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance funds the following:

- (i) Care and preservation of the Common Properties and the furnishing and upkeep of repair or installation of capital improvement, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided herein.
- (ii) Care and maintenance of the landscaping, masonry and/or wrought iron screening walls and entry features which may be constructed by Owner on the Common Property or on private property. Maintenance includes all repair or rebuilding required and cleaning as required to remove graffiti or obscenities.
- (iii) Maintenance, should the Board so elect, of each lot, drives, parkways and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.
- (iv) Legal and accounting services.
- (v) To executed all declaration of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.
- (vi) To make reasonable rules and regulations for the operation and use of the Common Properties.

E-5 INSURANCE

E-5a. **Right to Purchase Insurance.** The Association shall have the right and option to purchase, carry and maintain in force insurance covering any and all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such

endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property.

F-GENERAL PROVISIONS

F-1. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Sites have been recorded, agreeing to terminate said covenants or change them in whole or in part.

F-2. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

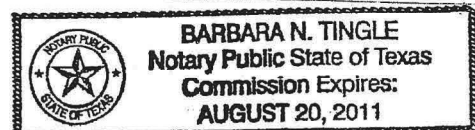
F-3. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Executed this 20 day of March, 2009

St. George's Homeowners Group, Inc.

BY: Virginia L. Lee - by Virginia L. Lee
Virginia L. Lee, President

Notary
Dallas County
Barbara N. Tingle



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



John F. Warren, County Clerk

Dallas County TEXAS

June 15, 2009 01:41:58 PM

FEE: \$48.00

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