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**FIRST AMENDMENT TO THE  
RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF  
THE SUMMIT NORTH ESTATES**



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THIS FIRST AMENDMENT TO THE RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF THE SUMMIT NORTH ESTATES is made by the Board of Directors and the Property Owners of Summit North Estates, Inc. on the date listed below and on the acknowledgement.

These Restrictive Covenants shall be complied with by all Property Owners. The ACC shall observe all declarations herein unless a written variance is approved and filed in the Comal County real property records. A Variance Procedure/ Policy is provided to be used whenever an exception is requested to these Restrictions and Covenants.

**WITNESSETH:**

**WHEREAS** Summit Resorts Developments, Inc, a Texas Corporation, prepared and filed Restrictions, Assessments and Easements for The Summit North Phase 1 under Clerk's Doc. # 9806013673 recorded in Volume 12, pages 272-273; Phase 2 under Clerk's Document #9806021250 recorded in Volume 13, pages 87-88; Phase 3 under Clerk's Document #9906030966 recorded in Volume 13, pages 148-149; Phase 4 under Clerk's Document #9906030967 recorded in Volume 13, pages 150-153; and Phase 5 under Clerk's Document #200206006233 recorded in Volume 14, page 96, of the Map and Plat Records of Comal County, Texas.; and

**WHEREAS** a non-profit corporation called "The Summit North Architectural Control Committee, Inc." (herein the "Association") was created with the Secretary of State of Texas on September 12, 2013, for the purpose of operating as the Property Owners Association for the Summit North Estates; and

**WHEREAS** more than 75% of the lots have been conveyed by SUMMIT RESORT DEVELOPMENTS, INC to Owners of said lots and Summit Resorts Developments, Inc has thereby terminated their relationship with and management of The Summit North; and

**WHEREAS** a change of name for the Association was filed with the Secretary of State of Texas on December 14, 2020, changing the name of the Corporation to "Summit North Estates, Inc."; and

**WHEREAS** separate and independent Restrictive Covenants have existed for the five (5) phases within Summit North Estates containing ambiguous language as well as grammatical and typographical errors, as well as outdated Covenants; and

**WHEREAS** the affirmative vote of the record owners of 51% or more of lots in each Phase of Summit North Estates can make this Amendment; and

**NOW, THEREFORE,** pursuant to the powers of the Board of Directors under the Bylaws of Summit North Estates, and by the affirmative vote of the record owners of 51% or more of lots in each Phase of Summit North Estates, hereby subjects Summit North Estates to the provisions of this Amendment. This Amendment to the RESTRICTIONS, ASSESSMENTS AND EASEMENTS OF THE SUMMIT NORTH ESTATES, INC. (Phases 1-5 as cited above) wholly replaces the previously filed documents. This Amendment shall be binding on all property sold, transferred, used, conveyed, occupied, and mortgaged shall run with the title to the property. This Amendment shall be binding upon all persons having any right, title, or any interest in such property their respective heirs, legal representatives, successors, successor-in-title, and assigns.

## **ARTICLE 1**

### **ARCHITECTURAL CONTROL COMMITTEE**

#### **Operations and Construction Regulations**

- 1.1 All construction plans and exterior material lists for any dwelling, structure, or improvement or modification thereto, must be approved in writing by the Association prior to commencement of construction.
- 1.2 Only one single family dwelling, which must contain at least 1,700 square feet of climate-controlled living area may be constructed on each lot.
- 1.3 The Association's approval or disapproval as required in these covenants shall be set out in writing. In the event the Association or its designated representatives fail to approve or disapprove plans within 30 days after said plans and specifications have been submitted the plans will be considered approved by the Association. Failure of the Association to give written approval before or at 30 days does not mean plans inconsistent with said Covenants do not require a variance granted in writing.

## **ARTICLE 2**

### **BUILDING CONSTRUCTION AND PLACEMENT**

#### **Utilities and Drainage**

- 2.1 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plats in the Comal County Clerk's Office.
- 2.2 The Association hereby grants and conveys to Canyon Lakes Water Service Company, 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 designated as utility easement on the recorded plats of all phases of The Summit North.
- 2.3 The front of the main residence constructed on each lot must be not less than 25 feet from the front lot 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 The Association.

#### **Construction**

- 2.4 Exterior construction is permitted only between 7:00 am and 7:00 pm Monday through Saturday, except concrete pours which may begin at 6:00 am Monday through Saturday. No exterior construction activities are permitted on National Holidays. *These limitations do not apply to interior construction or maintenance activities by Owners.*
- 2.5 Clearing of any lots must have written approval of the Architectural Control Committee.
- 2.6 The right of entry and inspection during entire construction period is reserved by the Association to visit any Owner's property to verify compliance with approved plans, Covenants and Guidelines. Owner will be notified in writing or by email of any non-compliance noted during an inspection. A deadline for resolving the issue(s) will be given.

2.7 Builder/Contractor is responsible for ensuring there shall be absolutely no trespassing on any lots within the subdivision at any time.

### **ARTICLE 3**

#### **BUILDING SPECIFICATIONS**

3.1 All guest or mother-in-law cottages, garages, storage, and other outbuildings must match the exterior design and construction of the main residence, be constructed behind the main residence, and be constructed simultaneously with, or after construction of, the main residence. Enclosed storage space in carports must be approved by the Association. Any carport must be approved by the Association and set behind the main residence.

3.2 Any cottage, garage storage, outbuilding or other structure or improvement used as a dwelling either on a temporarily or as a permanent residence, must have 1,700 square feet or more of climate-controlled living space and may not be occupied before the construction of the main dwelling.

#### **Construction Timeline**

3.3 The construction of any dwelling must be completed within 14 months of laying the foundation. If the construction will not be complete within the 14 months, the Association must be contacted immediately, and approval of an extension obtained.

#### **Exterior Lighting**

3.4 The Summit North is a Dark Sky friendly community. We encourage the use of International Dark Sky Association compliant outdoor lighting fixtures that are shielded and pointing downward. Outdoor lighting of 800 lumens 60 watt equivalent or less is recommended. Bright LED lights contribute to light trespass and pollute the night sky. 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.

#### **Electrical Poles**

3.5 All electrical poles with meter loops must be installed beyond the front setback, at least 25 feet from the property line.

#### **Culvert Requirements**

3.6 Culverts may be required for driveways. Please see attached "[Building Guidelines](#)" for specifics.

#### **Driveways**

3.7 All driveways must be asphalt, concrete, concrete pavers, white crushed limestone, or decomposed granite. Please see the attached "[Building Guidelines](#)" for additional requirements which are also located on Summit North Estates website.

## **Fences**

3.8 All fences on the front (street) side of the lot must be decorative in design and compatible in design, color, and construction with the main building on the lot. All fences (front, side and back) must be approved in writing by the Association prior to construction. This is for all new fencing, including the replacement of existing fences on your property. Please contact the ACC for questions or submissions.

## **Solar Panels**

3.9 No solar panels shall be erected, installed, or placed on any lot or home without the prior approval of the ACC. The ACC may require ground mounted panels to be fenced or screened from street view from the street. This applies to wind generators, too.

3.10 Documentation from the utility company, if applicable, to certify all specifications required to tie-in to the local utility system have been, or will be met, shall be supplied to the ACC prior to commencement of construction. The ACC will consider the requirements of Texas Property Code, Section 202.010 when evaluating and approving installation of solar panels, including, fencing, and screening requirements.

## **Detached Structures**

3.11 All detached structures such as storage sheds, dog houses, etc. must be painted or stained to match exterior of the home and must be erected behind the main residence. All structures shall be approved in writing by The Association prior to construction.

3.12 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.

3.13 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. Decks and patios may not be used for storage, or for placement for refrigerators, freezers, etc.

## **ARTICLE 4**

### **LOT OWNER REGULATIONS**

4.1 All lots may be used for single-family residential homes only.

4.2 No hunting of any kind is permitted within Summit North Estates Inc.

4.3 No lot or residence shall be used for any business and no professional or commercial use shall be made of any of said lots. No vacation rentals or B&B rentals are allowed. Only long-term rentals allowed. Contact ACC for written approval before signing any lease or rental contract. Hotel/motel, vacation rentals, bed & breakfast, transient housing, boarding house rentals, and any short-term rental (less than 30 days) is a business or commercial use under these declarations, restrictions, covenants and is prohibited. This restriction is not intended to prohibit bona fide leaseback situations to the former owner(s) in connection with the sale of a residence the term of which does not exceed 90 days unless approved by The Association.



4.4 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 a hobby and not carried on for profit.

4.5 Each Owner and other persons occupying or visiting a residence on any lot in the subdivision shall observe the subdivision restrictions; the Owner of the residence/lot shall be responsible for their observance.

4.6 No trailer, mobile home, modular home, manufactured home, or manufactured building of any kind shall be allowed within the subdivision.

4.7 Property owners can place recreational vehicles with sanitary facilities on their lot for weekend and vacation camping up to a maximum of 17 days.

4.8 During construction, camping recreational vehicles with sanitary facilities may be placed on the lot for more than 17 days in any six-month period with prior written Association approval, subject to any limitations imposed by The Association.

4.9 After home completion, recreational vehicles, boats on a trailer, camper, or other such vehicles shall be placed on an approved driveway extension pad located on the side or behind the main residence.

4.10 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. All large commercial vehicles must be parked in a garage or offsite, and not on the street.

4.11 No unlicensed, stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored, or maintained on any lot, except inside an enclosed garage.

4.12 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.

4.13 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for those approved by the Association. The Association 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 the Association. The Association 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-day notice from the Association. Dogs and horses in the street, any unfenced area or in any common areas must be always kept on a hand-held leash or bridle. Owners are responsible for all cleanup after their animals. All other pets and animals must be always confined to the lot. For purposes of this restriction, other than dogs and cats, the Association specifically reserves the right to determine whether a particular animal or bird shall be considered a household pet.

4.14 No lot owner shall install any clotheslines 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 approved in advance by The Association.

4.15 No storage tanks of any type, other than propane tanks and water catchment tanks may be placed on any lot in the subdivision. All tanks must be placed behind or beside the main residence and shielded from street view of other lots by decorative fencing approved by The Association. A maximum of two (2) water catchment tanks not exceeding 2500 gallons each shall be permitted on any lot.

4.16 Except as authorized by Texas Election Code §259.002, no sign shall be displayed to the public view on any vacant lot. One sign of not more than 5 square feet, advertising the property for sale or lease, or signs used by a builder to advertise the property during the construction and sales period is allowed. Signs advertising a political candidate or ballot item for an election may be displayed on or after the 90<sup>th</sup> day before the date of the election to which the sign relates until the 10<sup>th</sup> day after that election date. However, political signs must be ground-mounted and limited to one sign for each candidate or ballot item. The sign(s) may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component. The sign(s) may not be attached in any way to plant material, a traffic control device, light, a trailer, a vehicle, or any other existing structure or object. Sign(s) that: (i) include the painting of architectural structures, (ii) threaten the public health or safety, (iii) is larger than four feet by six feet, (iv) violates a local, state or federal law, (v) contains language, graphics or any display that would be offensive to the ordinary person; or (vi) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists or neighbors, are prohibited. The Association may remove a political sign displayed in violation of this restrictive covenant.

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

4.18 In the event an Owner of any lot shall make any unauthorized change or modification, or should an Owner fail to comply with these restrictions, or fail to maintain the premises and the improvements situated thereon in a neat and orderly manner as provided in these restrictions, the Association shall have the right, but not the obligation, through agents and employees, to enter upon said lot to mow and maintain the lot, and/or restore or repair the fencing, exterior of the building(s) or any other improvements created thereon, at the expense of the Owner. The cost of said maintenance, repair or restoration shall constitute a lien against the lot and a personal obligation against the owner(s) of such lot.

## **ARTICLE 5**

### **GENERAL PROVISIONS**

#### **OWNER, LEASEHOLDER, VISITOR**

5.1 Each Owner, leaseholder, and other persons occupying or visiting a residence on any lot in the subdivision shall observe the subdivision restrictions. The Owner of the residence shall be responsible for compliance by their leaseholders or guests.

#### **BINDING COVENANTS**

5.2 These covenants shall be binding for 10 years unless changed or amended as provided herein. Said covenants shall be automatically extended for 10 years upon the expiration of said term if no member vote has been taken to amend. The record owners of legal title of the lots in SUMMIT NORTH ESTATES, 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 require the affirmative vote of at least 51% of returned votes of record owners in favor of such amendment or change and the recording of same in the office of the County Clerk, Comal County, Texas.

5.3 Failure to comply with any 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.

5.4 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 Board of Directors of SUMMIT NORTH ESTATES 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 said person or persons from doing so, or to recover damages plus court costs and attorney fees, for such violations.

5.5 All covenants and restrictions herein shall be binding upon any person purchasing, leasing, using, or visiting the property in the subdivision, and any successor, heir, assignee, and Grantee of any property owner. The covenants and restrictions herein are for the benefit of the entire SUMMIT NORTH ESTATES subdivision and all present and future property owners therein.

**CERTIFICATION**

"I, the undersigned, being an officer of Summit North Estates, Inc., sometime referred to herein as the Association, do hereby certify that the foregoing amended restrictions were duly approved and adopted by written ballot by the owners /members of the Summit North Estates subdivisions.

James Dittman

James Dittman, President of the Board  
Summit North Estates, Inc.

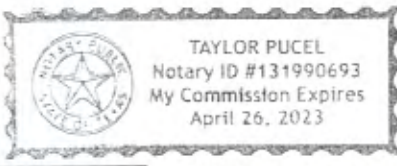
James Dittman

Printed Name



SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by James Dittman the President 23rd of Nov of 2021  
Summit North Estates, Inc. on this 23<sup>rd</sup> day of November, 2021, to certify which witness my hand and seal of office.

Taylor Pucel



Taylor Pucel

NOTARY PUBLIC State of Texas

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
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