

**Declaration of Restrictive Covenants of the  
CRYSTAL SPRINGS  
PHASE TWO**

**Basic Information**

Date: July 21, 2022

Declarant: Lackland Johnson County Development, LLC

Declarant's Address: 3045 Lackland Road, Fort Worth, Texas 76116

Property: Attached hereto as Exhibit "A"

**Definitions**

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Lackland Land Developer, Ltd., a Texas limited partnership and any successor that acquires unimproved Lots or real property adjacent to the Property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Governing Documents" means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded in the property records of Johnson County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a maximum of three (3) unrelated roommates.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

**C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

**D. Restrictive Covenants**

1. *Lots*

- a. An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. No Lot may be further subdivided.
- b. No easement in a Lot may be granted without ACC approval.
- c. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- d. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.
- e. No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted; in writing, to and approved according to the Application Procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.
- f. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be contained within the specific property or on a leash and not permitted to roam freely within the confines of the subdivision.
- g. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a

nuisance to the neighborhood.

- h. No sign shall be erected or maintained on any Lot except a “for sale” sign which shall not exceed fifteen (15) square feet in size with larger signs being allowed only with the approval of the developer.
- h. No pole mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot except as approved by the Architectural Control Committee.
- j. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the backyards of the Lots.
- k. A Lot or any portion of any Lot that is exposed to the public view (including the area between the Lot’s front yard and the road pavement) must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, The Association has the right to cause this maintenance to be done at the expense of the property Owner.
- l. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris surplus soil or rocks, etc.
- m. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.
- n. No boats, trailers, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be used as a permanent Residence or be stored or parked on any Lot except in a closed garage or within the fenced, wall or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee.
- o. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in the Properties at any time.
- p. Lot on which a dwelling unit is constructed shall have landscaping in its front yard including but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with the intent of the Developer. Landscaping of a Lot shall be completed within ninety (90) days after the date on which the Living Unit is ninety percent (90%) complete. Lot owners shall use reasonable

efforts to preserve, keep and maintain the Landscaping in a healthy and attractive condition.

- q. Each Lot owner shall mow and maintain the landscaping and vegetation on his/her Lot in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after then (10) days prior written notice and owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.
- r. Each Lot on which a residential Living Unit is constructed shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the Architectural Control Committee. The individual homeowner shall contract with an aerobic system maintenance company to provide the maintenance to the individual's system.
- s. Each Owner of any Lot or dwelling unit in The Properties, shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the County of Parker.

2. *Residences and Structures*

- a. All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. All Lots shall be used for single-family residential purposes only, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.
- c. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control

Committee may approve, on either of the two streets or partially on both.

- d. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.
- e. All dwelling or accessory structure shall be erected or maintained nearer than fifteen (15) feet from one side line and fifteen (15) feet from the other side line and Fifty (50) feet from front line of any Lot, or as approved otherwise by the Architectural Control Committee.
- f. The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1500 square feet.
- g. The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee. All swimming pools must be inground. Above ground pools are specifically prohibited. Swimming pools must be surrounded by wrought iron style fencing with a minimum height of four (4) feet in the event the backyard is not fenced. Yard or pool fencing must be installed when pool is completed and filled with water, with temporary safety fencing being used during construction.
- h. Driveways shall be constructed of concrete or asphalt or as approved by the Architectural Control Committee. Culvert pipes underneath driveways shall be faced with natural stone or brick with mortar or concrete.
- i. Propane tanks must be placed in rear yard only and surrounded by a fence in such a manner that the tank itself is not visible from the street, if it is above ground. Placement and screening of the propane tank must be approved by the Architectural Control Committee.
- j. No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line.
- k. Any Residence or Structure that is damaged must be repaired within 120 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Lot restored to a clean and attractive condition.
- l. No landscaping that obstructs traffic sight lines may be placed on any Lot.

3. *Building Materials for Residences and Structures*

- a. All dwellings shall be constructed of stone, stucco, masonry, brick, or of such other materials as may be approved by the Architectural Control Committee, to the extent of at least 75% percent of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee. Accessory structures must be approved by the Architectural Control Committee prior to construction. Hardiplank is not considered a masonry product and its use in construction must be approved by the Architectural Control Committee
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than seven feet (7'), and no fence is permitted on any part of any Lot unless approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee. No chain-link fencing shall be allowed unless approved by the Architectural Control Committee.
- d. Roofs shall be composition shingles (25-year guarantee minimum), wood shingles, slate, imitation slate, or roof tiles if compatible in color and texture with the prevailing roofing of homes within The Property. The minimum roof pitch is to be 6/12. Roofing materials must be approved in advance by the Architectural Control Committee.
- e. No outbuilding, shop, trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored upon the lot until the owner is ready to commence improvement.
- f. All houses and structures permitted shall be completed within twelve (12) months from date of commencement of construction or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system.
- g. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

## **E. Property Owners Association**

1. *Establishment and Governance.* The Property Owners Association may be established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association shall the powers of a nonprofit

corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has ten (10) votes for each Lot owned by the Declarant. The Class B Membership ceases and converts to Class A Membership on the earlier of—
  - i. when the Class A Members' votes exceed the total of Class B Member's votes or
  - ii. August 30, 2032.

## F. ACC

### 1. *Establishment*

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least one (1) person appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

### 2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height,



building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

- i. *Complete Submission.* Within fourteen (14) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
- ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within fourteen (14) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

**G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

- a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$400.00 per Lot.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of the year and on the same day of each succeeding year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within fifteen (15) days after it is due is delinquent.

## **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of five (5%) percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of eighteen (18%) percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

## **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights under the Governing Documents;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of [a majority/two-thirds] of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of ten (10) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term seventy-five (75%) percent of the Members at a meeting in accordance with the Bylaws elect not to extend the term.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of sixty-five (65%) percent of the votes in the Property Owners Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* If Declarant is the owner, from time to time, of any property adjacent to the Property ("Additional Property") which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplemental Declaration (herein so called) which shall extend the scheme of this Declaration to such Additional Property. Upon recordation of a Supplemental Declaration in the Real Property Records of Parker County, Texas, the Additional Property shall become a part of the Property hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE ON THE FOLLOWING PAGE.

Lackland Johnson County Development, LLC

By: Riverside Homebuilders, its general partner.

By: \_\_\_\_\_  
Tim H. Fleet, President

STATE OF TEXAS

Ø

COUNTY OF TARRANT

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Tim H. Fleet, President of Riverside Homebuilders, on behalf of said limited liability company as general partner for Lackland Johnson County Development, LLC.

\_\_\_\_\_  
Notary Public in and for the State of Texas

After recording, please return to:  
Lackland Johnson County Development, LLC.  
3045 Lackland Rd.  
Fort Worth, Texas 76116

EXHIBIT "A"

Lots 1-37 Block 1, Lots 1-28 Block 2,  
Lot 8 Block 3,  
Lots 1-9 Block 4, Lots 1-5 Block 5

Being a replat of Lot 7 Block 1, Lot 1 Block 2, Lot 8 Block 3, Lot 1 Block 4, Lot 1 Block 5,  
According to the Plat recorded in Volume 8, Page 681, Plat Records, Johnson County, Texas.