

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, APPROVING THE SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAIN STREET COPPELL RELATING TO THEIR APPLICATION TO THE PROPERTY TO BE LOCATED IN OLD TOWN (MAIN STREET) PHASE II; AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN RELATED DOCUMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Coppel (“City”) and the Coppel Economic Development Foundation (“CEDF”) are parties to a real estate purchase and sale agreement regarding the sale of the City’s property in Old Town Addition (“the Development”) to CEDF for the purpose of having the property resold to and developed by Main Street Coppel, Ltd. (“MSC”); and

**WHEREAS**, in accordance with that certain Development Agreement between City and CSE Commercial Real Estate, L.P. (“CSE”) effective November 29, 2010, and amended effective December 27, 2011, and assigned to MSC, MSC is required to adopt a declaration of covenants and restrictions establishing a property owner’s association with respect to the perpetual maintenance of the common areas of the Development among other things; and

**WHEREAS**, MSC has in fact executed and recorded that certain *Declaration of Covenants, Conditions, and Restrictions* for Main Street Coppel (“the Original Covenants”) dated May 3, 2012, recorded as Document Number 201200128399 in the Official Public Records of Dallas County, Texas; and

**WHEREAS**, with the prior approval of the City Council, the Original Covenants were amended by that certain *First Amendment to Declaration of Covenants, Conditions, and Restrictions* (“the First Amendment”) dated and effective as of November 1, 2012, and recorded as Document Number 201200331922 in the Official Public Records of Dallas County, Texas (the Original Covenants and the First Amendment collectively being “the Covenants”); and

**WHEREAS**, City and CEDF have entered into a second Purchase and Sale Agreement (“the Phase II Purchase Agreement”) regarding the sale of an additional 7.9± acre tract of land for the purpose of having the property resold to and developed by CSE for development of a second phase of the Development; and

**WHEREAS**, CSE desires that the Covenants be further amended to incorporate the land to be ultimately purchased by CSE or its assigns pursuant to the Phase II Purchase Agreement so that the additional property is subject to the Covenants; and

**WHEREAS**, amendment to the Covenants requires approval of the City Council; and

**WHEREAS**, having been presented the text of the proposed second amendment to the Covenants for review and consideration, the City Council find it is in the best interest of the City of Coppel and its citizens to approve said second amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS THAT:**

**SECTION 1.** *The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Main Street Coppell* which is attached hereto as Exhibit 1, is hereby approved.

**SECTION 2.** The Mayor and City Manager of the City of Coppell, Texas, as appropriate, are hereby authorized to execute such additional documents and certifications as reasonable and necessary to certify and affirm the approval granted by this resolution.

**SECTION 3.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Coppell, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED:**

\_\_\_\_\_  
Karen Selbo Hunt, Mayor

**ATTEST:**

\_\_\_\_\_  
Christel Pettinos, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney  
(kbl:7/22/13:61485)

After recording return to:  
Jeffrey Fink, Esq.  
Apple & Fink, LLP  
735 Plaza Blvd, Ste 200  
Coppell, TX 75019

**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAIN STREET COPPELL (“Second Amendment”) is executed by Main Street Coppell, Ltd., a Texas limited partnership (“Declarant”), to be effective as of \_\_\_\_\_, 20\_\_.

**RECITALS:**

A. Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Main Street Coppell dated May 3, 2012, recorded as Document Number 201200128399 in the Official Public Records of Dallas County, Texas, (i) supplemented by that certain First Supplemental Declaration of Covenants, Conditions, and Restrictions dated effective as of June 25, 2012 and recorded as Document Number 201200186210 in the Official Public Records of Dallas County, Texas, and (ii) amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions dated effective as of November 1, 2012 and recorded as Document Number 201200331922 in the Official Public Records of Dallas County, Texas, and (iii) supplemented by that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions dated effective as of December 3, 2012 and recorded as Document No. 201200361548 in the Official Public Records of Dallas County, Texas, and (iv) supplemented by that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions dated effective as of January 15, 2013 and recorded as Document No. 201300017361 in the Official Public Records of Dallas County, Texas, and (v) supplemented by that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions dated effective as of February 25, 2013 and recorded as Document No. 201300060281 in the Official Public Records of Dallas County, Texas, and (vi) supplemented by that certain Fifth Supplemental Declaration of Covenants, Conditions and Restrictions dated effective as of May 6, 2013 and recorded as Document No. 201300146915 in the Official Public Records of Dallas County, Texas, and (vii) supplemented by that certain Sixth Supplemental Declaration of Covenants, Conditions and Restrictions dated effective as of May 13, 2013 and recorded as Document No. 201300151249 in the Official Public Records of Dallas County, Texas, and (viii) supplemented by that certain Seventh Supplemental Declaration of Covenants, Conditions and Restrictions dated effective as of June 3, 2013 and recorded as Document No. 201300177105 in the Official Public Records of Dallas County, Texas (as so supplemented and amended, the “Declaration”),

imposing certain covenants, conditions and restrictions on certain real property located in Dallas County, Texas, as more particularly described therein.

B. Main Street Coppell 2, Ltd., a Texas limited partnership (“MSC2”) has notified Declarant that it desires to add the property described on **Exhibit “A”** attached hereto (the “Phase 2 Property”) to the coverage of the Declaration as and when MSC2 or its successors and assigns acquires title to all or portions of the Phase 2 Property pursuant to the terms of that certain Option Agreement (the “Option Agreement”) dated April 25, 2013, between the Coppell Economic Development Foundation and CSE Commercial Real Estate L.P. (“CSE”)(the interest of CSE under the Option Agreement having been assigned to and assumed by MSC2).

C. Declarant has determined that the Phase 2 Property is similar to the other residential property subject to the Declaration and is willing to add the Phase 2 Property to the coverage of the Declaration.

D. During the Declarant Control Period, Declarant has the unilateral right and power to amend the Declaration to, among other purposes, add the Phase 2 Property as “Additional Property”.

E. Declarant desires to amend the Declaration to (i) modify certain definitions in the Declaration, (ii) provide for the addition of the Phase 2 Property to the coverage of the Declaration, and (iii) modify the Main Street Coppell Landscaping Guidelines.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Capitalized terms not defined herein shall have the same meanings set forth in the Declaration.

2. The following definitions shall be modified as follows:

“Common Properties” or “Common Areas” shall be amended to include the common area lots shown on the plat of the Phase 2 Property, including the parking areas, walls, fences and any other improvements now or hereafter located on such lots. The current Common Properties to be included within the Phase 2 Property are shown on **Exhibit “B-1”** attached hereto which shall be deemed added as a part of Exhibit “B” to the Declaration.

“Lot” shall be amended to include the residential lots shown on the plat of the Phase 2 Property.

“Property” shall be amended to include the Phase 2 Property.

3. At least five (5) days prior to the closing of the sale of each Lot within the Phase 2 Property pursuant to the terms of the Option Agreement, MSC2 shall notify

Declarant in writing of the Lot(s) to be included at such closing. Concurrently with each such closing, Declarant shall, at the expense of MSC2, add such Lot(s) to the coverage of the Declaration by executing and recording a Supplemental Declaration. Each Lot so added to the Declaration by Supplemental Declaration shall be subject to all of the terms and conditions of the Declaration, including Assessments and the architectural approval rights contained in Article VII.

4. Concurrent with the first closing of a Lot(s) within the Phase 2 Property, MSC2 shall convey the common area lots shown on the plat of the Phase 2 Property to the Association, and the Association shall assume responsibility for the maintenance and repair of such common areas.

5. Concurrent with the closing of the sale of the first Lot(s) within the Phase 2 Property, the Landscaping Guidelines for Main Street Coppell shall be restated and amended as shown on **Exhibit "B"** attached hereto.

6. Except as amended hereby, the Declaration remains in full force and effect in accordance with its original terms and conditions.

{Signature Pages Follow}

EXECUTED to be effective as of the date first written above.

**DECLARANT:**

MAIN STREET COPPELL, LTD.

By: CSE-Provident, LLC, its general partner

By: \_\_\_\_\_  
Charles Cotten, Manager

**MSC2:**

MAIN STREET COPPELL 2, LTD.

By: CSE Commercial Real Estate, LP  
a Texas limited partnership,  
its General Partner

By: Debco Partners, LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Charles Cotten  
Title: Manager

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF DALLAS**           §

This instrument was acknowledged before me the undersigned authority, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Charles Cotten, Manager, CSE-Provident, LLC, a Texas limited liability company, the general partner of Main Street Coppell, Ltd., a Texas limited partnership, for and on behalf of said company and partnership.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires:

\_\_\_\_\_

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF DALLAS**           §

This instrument was ACKNOWLEDGED before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Charles Cotten, Manager of Debco Partners, LLC, a Texas limited liability company, General Partner of CSE Commercial Real Estate, LP, a Texas limited partnership, which is the General Partner of Main Street Coppell 2, Ltd., a Texas limited partnership, on behalf of such limited partnership.

\_\_\_\_\_  
Notary Public State of Texas

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

## **EXHIBIT "A"**

### **PHASE 2 PROPERTY**

Being Lots 1-13, Block A, Lots 1-32, Block B, Lots 1-8, Block C and Lots 1-11, Block D of the Replat of Lots 1-13 and 1X, Block A, Lots 1-32, Block B, Lots 1-8 & 2X, Block C and Lots 1-11 & 3X-4X, Block D, Old Town (Main Street), Phase II Addition, Being a Replat of Lots 1-5, Block A, The Villages of Old Coppell and a portion of Lot 1, Block A, Grapevine Springs Community Center, being an 8.639 acre tract out of the James A. Simmons Survey, Abstract No. 1296 City of Coppell, Dallas County, Texas, an Addition to the City of Coppell, Dallas County, Texas, according to the Plat thereof recorded in CC# 2013\_\_\_\_\_, Official Public Records of Dallas County, Texas.

## EXHIBIT "B"

### AMENDED AND RESTATED LANDSCAPE GUIDELINES FOR MAIN STREET COPPELL – PHASES 1 AND 2

#### Main Street Coppell Landscaping Guidelines

Revised: [\_\_\_\_\_]

These guidelines provide a condensed explanation of the landscape program for Main Street Coppell – Phase 1 and 2. Complete details of the deed restrictions regarding landscape plans; installation; revisions; maintenance and the duties of the property owner and the Association are contained in the Declaration of Covenants, Conditions and Restrictions ("CC&R's") made by Main Street Coppell and filed of public record on May 4, 2012 as amended from time to time.

"ACC" is the Main Street Coppell Architectural Control Committee;

"Association" is Main Street Coppell property owners association;

"Commercial Lot" is any lot for commercial use;

"Common Area" is the property identified on Exhibit "B and B1" of the CC&R's which will be owned and/or maintained by the Association;

"Improved Lot" is a Lot with improvements which have received a Certificate of Occupancy from the City and has completed landscaping approved by the Association;

"Lot" is any plot or tract of land within the Main Street Coppell boundaries;

"Improved Residential Lot" is any of the 44 residential lots in Phase 1 or the 64 residential lots in Phase 2;

"Member" is the owner of any Lot;

"Residential Lot" is any lot for residential use;

"Right-of-Way" is the area adjacent to a member's lot which may contain on-street parking; landscaped parking islands; City sidewalks and treewells

#### Initial Plantings:

All Improved Lots and adjacent Right-of-Way must be landscaped and irrigated in accordance with the Main Street Coppell CC&R's and the requirements of the City of Coppell. Landscaping plans are subject to the approval of the ACC and must be submitted for approval prior to construction. Plans must be complete, indicating materials, sizes and quantities. Painted 4" steel or masonry edging must be used to separate turf, planters and crushed stone areas. Planters must have at least three inches of non-colored shredded hardwood mulch. Trees must be a minimum of 3" caliper; shrubs must be a minimum of three-gallon and spaced no greater than 30" centers so that street-facing foundation areas will be screened within one year following installation; ground cover or perennials must be 4" containers or larger. Vines or espaliers must be evergreen and detached from any dwelling or building. Landscapes may include water features; seating or benches; outdoor kitchens (if appliances are screened from public view); arbors or structures subject to approval of the ACC.

Main Street Coppell has a master planned streetscape, requiring specific trees, shrubs and groundcover to maintain the harmony of the community. Each street and lot is planned to include on-site trees or treewells; parking islands when applicable; sidewalks and street lighting. A typical landscape plan for an Improved Lot must provide complete landscaping and irrigation of the Lot and the respective Right-of-Way.

#### Maintenance:

The Association is responsible for the mowing and fertilization of turf areas as well as the trimming or pruning of groundcover, shrubs and trees and the maintenance of beds on all unfenced areas on Improved Lots, Right-of-Way and Common Area. The Association will apply chemical to lawn areas as needed to control weeds and lawn insects, but will not provide pest control or fire ant treatments. The Association is also responsible for the maintenance and/or replacement of screening walls and fencing in Phase 2 identified on Exhibit B-1. No Association maintenance is performed on unimproved lots.

No improvements to a Lot shall commence without prior approval of plans by the ACC and all work shall proceed with reasonable diligence. Upon completion of improvements, the Member must request ACC acceptance. Association maintenance will not begin until the improvements are accepted.

The Member is responsible for all maintenance of Improved Residential Lots within an enclosed or fenced portion of a Member's Lot. A Member must self-perform the maintenance within a fenced area; contract with the Association's landscape contractor or hire a third party as the Member sees fit. A Member may plant seasonal color or annuals but the Association will not install or maintain the plant material. ACC approval is not required for a member to plant seasonal color, but the Member must maintain it; keep the area fully-planted and not leave dead or dying plants.

The Member is responsible for maintaining their individual irrigation system and providing irrigation to their landscape and to the adjacent Right-of-Way planting areas, including treewells in the City sidewalk and parking islands (if applicable). A Member will not be reimbursed for the cost of water to irrigate the Lot or areas within the adjacent Right-of-Way. A Member may not alter or impede the irrigation in these areas. Members are required to install the irrigation controller outdoors to allow unencumbered access by the Association and coordinate irrigation scheduling with the Association's maintenance program.

**Replacement:**

Plant replacement on a Lot is the Member's sole responsibility. It is in the Member's best interest to care for the plant material and keep it watered accordingly. The Association shall replace plant material in the Right-of-Way unless such replacement is due to the negligence of the Member; alteration or impediment of the approved irrigation system or damage attributable to the Member's actions.

**Frequently Asked Questions:**

1. What are the Common Areas owned or maintained by the Association?

The Declarations identify these areas on Exhibit "B and B1". They include the entry feature at the Main Street entry from Bethel Road; a landscape strip on Burnet and Houston Streets; the south landscape strip along the alley behind the Travis Street patio homes, Common Area Lot 1x along the southern border of Phase 2; Common Area Lot 3X including the parking lot along the eastern boundary at the south end of Phase 2; Common Area Lot 2X including the parking lot along the eastern boundary at the north end of Phase 2; and Common Area Lot 4X providing access from Cameron Court to the City owned land east of the Phase 2 property. They do not include the City Park or right of way adjacent to the park.

2. How are Association landscape costs allocated?

- Improved Residential Lot landscape maintenance is shared on a per lot basis, i.e. the total residential maintenance budget divided by the number of Improved Residential Lots.
- Improved Commercial Lot landscape maintenance is shared on a square footage basis, i.e. the total commercial landscape maintenance budget divided by the total area of all Improved Commercial Lots times the Member's Improved Commercial Lot area.
- Common Area and Right-of-Way maintenance costs will be included in the Association's annual budget and incorporated in the General Annual Assessment.

3. Why does a Member pay for landscaping and irrigation of the City Right-of-Way since it isn't owned by the Member?

The City of Coppell's ordinance requires all residential and commercial property owners to maintain right-of-way landscaping a distance of ten feet from the property line. Main Street Coppell is somewhat different due to the street

trees and angled parking which creates the look of an old downtown. The Association requires the Member to extend the landscaping distance from the Lot to include the entire parking island for abutting Lots.

4. Do HOA dues cover seasonal color or additional planting?

No. To keep Association dues as low as possible and allow Members freedom to select plants that might be more labor-intensive to maintain or more costly to plant, such as seasonal color, annuals, shaped shrubbery requiring more pruning maintenance, etc.

5. How does the irrigation system work in the Main Street development?

Each Member is required to install and maintain an irrigation system. On the Residential Lots, the required irrigation system is installed by the builder. An Improved Residential Lot owner will not pay for the irrigation of the larger Retail/Service lots. Small irrigation systems are less expensive to maintain and Association dues are lower since each member pays to water their own lot.

6. Who manages the landscape contractor?

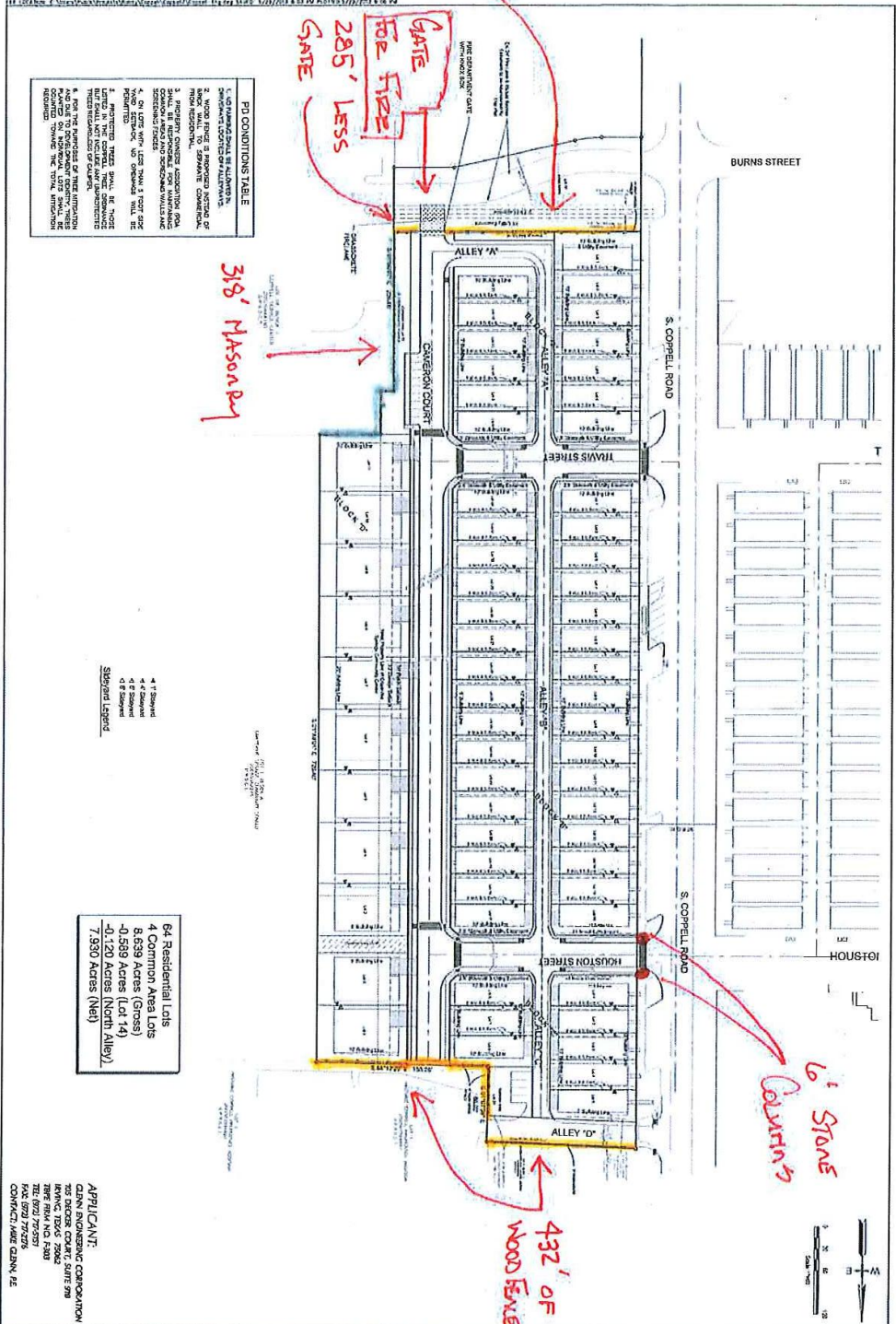
The Association manager oversees the landscaping maintenance scope of work, bidding, selection and coordination of the maintenance contractor. Problems or concerns with the contractor should be directed to the Association manager.

7. May a Member perform their own repairs or plant replacements?

A Member desiring additional service may hire a contractor or self-perform repairs and replacements.



8' Masonry Fence To Be Coordinated w/ City  
 6' Boards on Boards w/ Cap



**PD CONDITIONS TABLE**

1. CONTRACTOR SHALL BE ALLOWED TO... (text partially obscured)
2. NO... (text partially obscured)
3. ALL... (text partially obscured)
4. ON LOTS WITH LESS THAN 3,000 SQ FT... (text partially obscured)
5. ALL... (text partially obscured)
6. ALL... (text partially obscured)
7. ALL... (text partially obscured)
8. ALL... (text partially obscured)
9. ALL... (text partially obscured)
10. ALL... (text partially obscured)

**64 Residential Lots**

4 Common Area Lots

8.639 Acres (Open)

0.589 Acres (Lot 14)

0.120 Acres (North Alley)

7.890 Acres (Net)

**APPLICANT:**  
 GLENN ENGINEERING CORPORATION  
 303 DICKER COURT, SUITE 200  
 IRVING, TEXAS 75038  
 TEL: (972) 752-2800  
 FAX: (972) 752-2875  
 CONTACT: MARY GLENN, PE

<p>OVERALL SITE PLAN</p>	<p>PD-10BR11-H</p>		<p><b>GLENN ENGINEERING</b>          TEXAS REGISTRATION NUMBER: 3303          PHONE: (972) 752-2800          FAX: (972) 752-2875          303 DICKER COURT, SUITE 200          IRVING, TEXAS 75038</p>
	<p>OLD TOWN (MAIN ST)          PHASE II          COPPELL, TEXAS</p>		
<p>SHEET</p>	<p>C1</p>		