

# COVENANTS, CONDITIONS AND RESTRICTIONS

For

CAPITOL HILL

an Addition to Collin County, Texas

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COLLIN

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THAT COPE EQUITIES, LLC, a Texas limited liability company ("Owner") is the owner in fee simple of the following property:

ABS A0366 Jas Hufflefinger Survey, Sheet 2, Tract 26, 93.868 ACRES

**(the "Property")**

THAT Owner wishes to impose certain restrictions, covenants and conditions upon the Property; THEREFORE, IN CONSIDERATION OF THE FOREGOING, Owner hereby declares the Property to be subject to the following covenants, conditions and restrictions (these "Restrictions"):

1. All lots shall be used for residential purposes only, and only for the construction, maintenance, use and occupancy of a single-family residence on each lot. A single guest house that meets all requirements of this document and of Collin County building regulations is also allowed. Up to three outbuildings, (such as metal workshops, sheds, etc.) may be installed separate from any house or guest house. Outbuildings must be in good condition without any rust or worn down roofing or siding materials, and outbuilding colors must not detract from the general comeliness of the subdivision.
2. Square Footage Requirements: Any improvements on any lot shall contain no less than 2000 square feet of air-conditioned living space (not applicable to the guest house as long as the primary house is already built and meets the 2000 square foot requirement).
3. House and Guest House Building Requirements:
  - a. Roofs must have a minimum 8/12 roof pitch except for eyebrows or shed roof portions, which must be at least a 4/12 roof pitch. Exception may be made by Architectural Review Committee.
  - b. Architectural grade composite shingles, or metal roofs are required. Roof colors must be neutral and must not detract from the general comeliness of the subdivision.
  - c. No vinyl siding is permitted.

- d. No Lot shall have an individual mailbox. Each Lot Owner must use the United States Postal Service ("USPS") box assigned to it by the USPS. The USPS boxes will be located at cluster mailboxes positioned throughout the subdivision. The maintenance of the centralized mailboxes will be upon the residents to whom the mailboxes serve.
4. All driveways must be paved in concrete and be paved all the way to the street. Any driveways that extend to outbuildings or guest homes must also be done in concrete; no gravel, grass, dirt, asphalt, or other drives allowed.
5. Temporary Architectural Control Committee ("ACC").
  - a. *Establishment*
    1. *Purpose.* The Temporary ACC is established to ensure that Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to these Covenants.
    2. *Members and Duration.* The initial ACC board shall be made up of Cope Equities, LLC, Cope Homes, LLC and Blue Penny Claims, LLC. Until the ACC board no longer owns a Lot in the Subdivision, they may not be removed from the ACC. When the ACC Board no longer owns a Lot in the Subdivision, then the ACC shall cease to exist. Regardless of such cessation, any Structure built after the existence of the ACC must conform with all restrictions listed in this document.
  - b. *Plan Review*
    1. *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.
  - c. *Procedures*
    1. *Complete Submission.* Within 10 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.
    2. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.
  - d. *No Liability.* The ACC, and its board 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.
6. *Construction of Residence.* Construction of the Residence must commence within 18 months of the acquisition of a Lot from Declarant. Construction of the Residence must be completed before the earlier of (i) 18 months of the commencement of construction, or (ii) 36 months after the acquisition of the Lot from Declarant.

**IN THE EVENT THAT THE LOT OWNER FAILS TO COMMENCE CONSTRUCTION OF THE RESIDENCE WITHIN 18 MONTHS OF THE COMMENCEMENT OF CONSTRUCTION AND/OR FAILS TO COMPLETE CONSTRUCTION OF THE RESIDENCE BEFORE THE EARLIER OF (I) 18 MONTHS OF THE COMMENCEMENT OF CONSTRUCTION, OR (II) 36 MONTHS AFTER THE ACQUISITION OF THE LOT FROM DECLARANT, THEN LOT OWNER SHALL PAY DECLARANT \$1,000.00 PER MONTH UNTIL CONSTRUCTION OF THE RESIDENCE IS COMPLETED.**

7. Other Deed Restrictions:

- a. No commercial livestock, including swine, is permitted to be raised on any part of the Property. No swine shall be allowed for any purpose.
- b. No commercial dog kennels or dog breeding operations are permitted on any part of the Property.
- c. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Lawns, pastures, drainage easement area(s), drainage pond(s), drainage culvert(s) and detention area(s) must always be maintained and manicured to a height below 6 inches and must otherwise be maintained as required by Collin County, and as described in Appendix A.
- d. No "ham" radio towers, or other similar transmitting or receiving structures, which are taller than 20 feet from the ground, shall be permitted on any part of the Property.
- e. Lawns must be maintained and manicured to a height below 6 inches at all times, and lots must be kept free of debris. Lots and homes, guest homes, and outbuildings constructed thereon must not become unsightly. The ditch in front of each homesite is part of the lot, and is owned by, and must be manicured and maintained by the lot owner. If a Collin County approved and recorded drainage pond or area, or drainage easement or detention area (with its accompanying concrete flume or any pipes) exists in the boundary of a lot, the Lot Owner must maintain that structure; the Lot Owner cannot change it and must mow grass that is around it, etc.).
- f. No trailers and no mobile, modular, or manufactured housing units are permitted on any part of the Property.
- g. No chain-link fences are permitted on any part of the Property. No fences are permitted that are made only of metal stakes and wire. Any wood, wrought-iron, or other fences must not be higher than 8 feet tall, measured from the ground.
- h. Homes, guest homes, and outbuildings shall be well-maintained, including paint and siding materials used thereon, and shall not become unsightly. Exterior colors (whether paint, stone, brick, etc.) must not be extreme in style or detract from the comeliness of the subdivision.
- i. Decorative streetlamps have been installed at each lot with a photo-sensor that will turn the lights on and off automatically. Each builder must supply power from the home/lot to their respective streetlamp and hook it up. Each builder and EACH lot owner shall be REQUIRED to always keep power on to the streetlamps 24 hours a day (because they are on photosensors and will

thereby automatically turn on and off) and each lot owner is responsible for the ongoing cost of electricity for so doing and MUST maintain the light and keep a functioning light bulb in the light at all times and thereby keep the light on during the dark hours of night.

- j. No vehicles are allowed on blocks; no vehicles are allowed to be parked on lawns.

8. **Definitions.** For purposes of these Restrictions, the following definitions shall apply and be incorporated into this instrument:

- a. "Lot" shall mean any platted lot that is part of the Property.
- b. "Lot owner" shall mean each and every fee simple owner of a Lot.
- c. "House" or "Guest House" "homesite" shall mean any residential improvements constructed on a Lot intended which are intended for occupancy.

9. **Miscellaneous**

- a. Any violation of these covenants shall be actionable at equity by the Owner or its successors or assigns, and also by any owner of a fee simple interest in all or any part of the Property, who shall be entitled to injunctive relief for any violations of these restrictions, as any such violation shall be deemed to not have any adequate remedy at law.
- b. It is understood and specifically intended that these covenants, conditions and restrictions may be more restrictive than any existing restrictions or amendments thereto relating to the Property, or other restriction, code, ordinance, law, statute, rule or regulation imposed by any federal, state, or municipal authority. These covenants, conditions and restrictions shall be supplemental and in addition to any existing restrictions and amendments thereto relating to the Property, and any restriction, code, ordinance, law, statute, rule or regulation imposed by any federal, state or municipal authority.
- c. These covenants, conditions and restrictions shall run with the land, and shall burden, bind the benefit the Property, and all purchasers and owners thereof.
- d. A party, in any legal proceeding brought to enforce or in relation to this instrument, shall be entitled to recover all of their court costs, reasonable attorney's fees, and all other reasonable litigation expenses.
- e. If any provision of this instrument is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this instrument shall be construed and enforced as if the invalid, illegal, or unenforceable provision is severed and deleted from this instrument.

- f. Unless the context requires otherwise, words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.
- g. This instrument and the rights, duties, obligations, and privileges created hereby, shall bind and inure to the benefit of the respective parties, their heirs, beneficiaries, legatees, devisees, personal representatives, successors, and assigns.
- h. This instrument, when executed, shall be filed of record in the Deed Records of Collin County, Texas, so that all purchasers and owners of the Property are put on notice of these conditions and restrictions.
- i. The foregoing conditions and restrictions shall remain in full force and effect for ten (10) years from the effective date hereof and the same shall be automatically extended for successive periods of ten (10) years unless 70% of owners of the Property (including Phase 1 wherein these same restrictions will be recorded) agree in writing to amend or rescind, in whole or in part, said conditions and restrictions.

Cope Equities, LLC  
a Texas limited liability company,

*Mark Cope*

Mark Cope, Managing Member

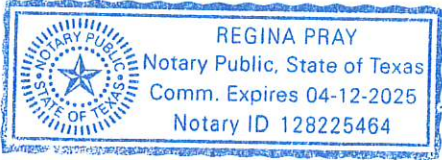
STATE OF TEXAS )  
COUNTY OF COLLIN )

This instrument was acknowledged before me on May 23, 2023, by Mark Cope, a  
Managing Member of Cope Equities, LLC, on behalf of Cope Equities, LLC, a limited liability company.


*[Signature]*

Notary Public, State of Texas

My commission expires: 4-12-25

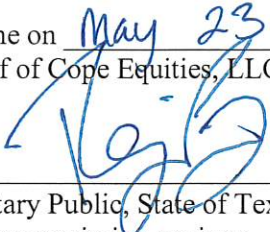
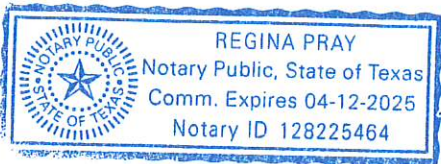


Cope Equities, LLC  
a Texas limited liability company,

  
\_\_\_\_\_  
Stephen C. Cope, Managing Member

STATE OF TEXAS                    )  
COUNTY OF COLLIN            )

This instrument was acknowledged before me on May 23, 2023, by Stephen C. Cope, a Managing Member of Cope Equities, LLC, on behalf of Cope Equities, LLC, a limited liability company.

  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 4-12-25



\*VG-48-2023-2023000069492\*

Collin County  
Honorable Stacey Kemp  
Collin County Clerk

**Instrument Number:** 2023000069492

Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: June 22, 2023 10:30 AM

Number of Pages: 8

**" Examined and Charged as Follows: "**

Total Recording: \$50.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

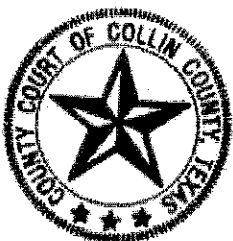
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2023000069492  
Receipt Number: 20230622000204  
Recorded Date/Time: June 22, 2023 10:30 AM  
User: Cathy L  
Station: Station 12

**Record and Return To:**

COPE EQUITIES LLC  
900 W BETHANY DR STE 230  
ALLEN TX 75013



STATE OF TEXAS  
Collin County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Public Records of Collin County, Texas

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX