

After recording, please return to:
Cope Equities, LLC
900 W. Bethany Drive, #230
Allen, Texas 75013

UTB GF # Cope Counties Rec.

**Declaration of Restrictive Covenants of the
Lexington Heights Addition**

Date: September 26, 2022

Declarant: Cope Equities, LLC, a Texas limited liability company; and
Cope Homes, LLC, a Texas limited liability company

Declarant's Address: 900 W. Bethany Drive, #230, Allen, Texas 75013

Property: Said tract or parcel of land being more fully described by metes and bounds on Exhibit "A", which is attached hereto and incorporated herein by this reference for all purposes.

Definitions

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

"Declarant" means Cope Equities, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Declarant" means Cope Homes, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots 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.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Instrument Number 202220127010000320 of the real property records of Collin County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"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 number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a 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 this Declaration and agrees that failure to comply may subject him to a fine, 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. Whereas such purposes can vary, an Owner is responsible to obtain any regulatory permission that may be required from any municipality or utility company to act inside of any Easement, such as to lay pipe, install a driveway, or build a structure in, on, or through an Easement. 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 as permitted by any governing municipality or utility company.

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.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. Vehicles, except Vehicles in a garage or Structure or operable automobiles or motor homes on a driveway;
 - iii. unsightly objects unless completely shielded by a Structure;
 - iv. storage or parking of any 18-wheeler, semi-truck, tractor trailers, dump truck or similar Vehicle; or
 - v. any parking of a Vehicle, trailer, boat or similar item on any street.
- f. any keeping or raising of livestock, horses, goats, roosters or swine;
 - i. excluded from these restrictions shall be:
 - A. common domesticated household pets, such as dogs and cats, confined to a fenced yard or within the Residence;
 - B. up to 12 chickens are permitted (any chicken coop must be enclosed in a backyard that has a wooden privacy fence of equal or greater height, so that the chicken coop is not visible by a neighboring Owner at ground level.
- g. any commercial domesticated household pet or exotic animal kennel or

breeding operations;

- h. any commercial or professional activity except reasonable home office use;
- i. the drying of clothes in a manner that is visible from any street;
- j. installing a mobile home, manufactured home, manufactured housing, or house trailer on a Lot;
- k. moving a previously constructed house onto a Lot;
- l. interfering with a drainage pattern which was designed by engineers and approved by the Collin County Development Department or substantially interfering with the natural flow of surface water;
- m. hunting and shooting; and
- n. occupying a Structure that does not comply with the construction standards of a Residence;

D. Construction and Maintenance Standards

1. *Lots*

- a. *Subdivision Prohibited.* No Lot may be further subdivided.
- b. *Maintenance.* 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.
- c. *Mailboxes.* 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.
- d. *Utilities.* All utilities must be installed and run underground, including but not limited to propane tanks.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.

b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,200 square feet.

c. *Location on Lot.* 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. All Structures must be located behind the front wall of the Residence.

d. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.

e. *Gutters / downspouts.* All Residences and accessory dwellings must have gutters and downspouts around their perimeter.

f. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences.

- i. Any fence installed shall be either made of wood (side by side or board on board style) or a wrought iron fence (tubular steel) and not be taller than 8 (eight) feet.
- ii. No fence will be placed inside of an easement(s).
- iii. Chain link fence, "t-pole and wire" fence or barbed wire fence are prohibited
 1. If a Lot is on the perimeter of the subdivision, any pre-existing fence (that existed prior to the development of the subdivision) shall be permitted to stay. If said existing fence is removed, it must be replaced by a fence that complies with these requirements.
 2. Chain-link dog kennels are allowed provided that they are in a backyard that has a wooden privacy fence of equal or greater height, so that the chain link kennel is not visible by a neighboring Lot Owner at ground level.

g. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot. No "ham" radio towers, or other similar transmitting or receiving structures shall be permitted on any part of the Property.

h. *Landscaping.* Landscaping must be installed within 30 days after occupancy.

i. *Accessory Dwelling.* Each Lot may have no more than (1) one single story accessory dwelling that meets ALL requirements of these Covenants, EXCEPT that the total area of the accessory dwelling, exclusive of porches, garages, or carports, must be at least 500 square feet.

j. *Accessory Buildings.* Each Lot may have no more than (2) two single story accessory buildings, separate from any Residence or accessory dwelling.

No accessory building will be taller than the Residence on the Lot. No accessory building will have:

- i. unpainted or rusting metal siding; or
- ii. unpainted/unstained/unsealed or rotting wood siding or trim.

l. *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.

i.

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.

m. Temporary Architectural Control Committee (“ACC”).

i. *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 the two Declarants. Until the Declarant(s) no longer own a Lot in the Subdivision, they may not be removed from the ACC. When the Declarant(s) no longer own a Lot in the Subdivision, then the ACC shall cease to exist. Regardless of such cessation, any Structure built after Declarant(s) no longer own a Lot in the Subdivision must conform with all restrictions listed in this document.

ii. *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.

iii. *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.

iv. *No Liability.* The Declarant, the ACC, and its 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.

3. *Building Materials for Residences and Structures*

a. *Roofs.*

- i. Architectural grade composition shingles, metal roofs, or tile roofs are required; however, "Santa Fe" orange/red style roofs are prohibited.
- ii. Shingles must be Estate Grey or Onyx Black in color (or similar equivalent).
- iii. No exposed nails or screws.
- iv. Metal roofs on houses must be standing seam.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* All Residences and accessory dwellings must comply with the following:

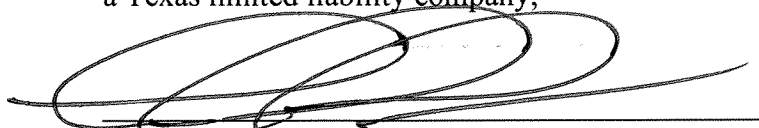
- i. Exterior walls must be constructed of stone, fiber cement board or LP Smart Side (or similar) siding.
- ii. Wood accents are allowed if stained, sealed, or painted.
- iii. Brick and vinyl siding are NOT allowed

d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete. All driveways must extend to the street. Any driveways that extend to any Residence or Structure must be surfaced with concrete; no gravel, grass, dirt, asphalt, or other driveway materials are allowed.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant 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 the affirmative vote of 70 percent of the Owners.
5. *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.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Annexation of Additional Property.* On written approval of Declarant (if Declarant still owns a Lot) and not less than fifty percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.
8. *Pre-suit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.
9. *Enforcement.* Enforcement of these Covenants is by the Lot Owners. Lot Owners are required to perform their own pre-suit mediation and/or litigation at their own expense to attempt and achieve enforcement against other Lot Owners. The Declarant is not responsible for the compliance with the Covenants. Lot Owners must comply with all City and County requirements for permits and development.

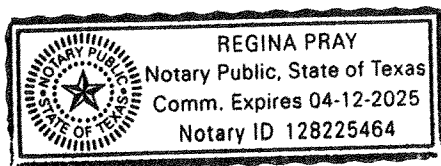
Cope Equities, LLC
a Texas limited liability company,

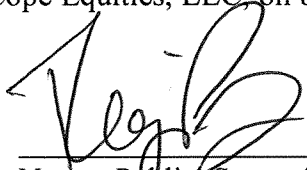


Stephen C. Cope, Managing Member

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on September 26th, 2022, by Stephen C. Cope a Managing Member of Cope Equities, LLC, on behalf of Cope Equities, LLC, a limited liability company.





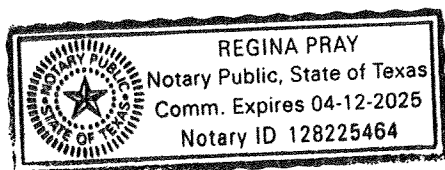
Notary Public, State of Texas
My commission expires: 4-12-2025

Cope Homes, LLC
a Texas limited liability company,

Mark Cope
Mark Cope, Operating Manager

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on September 26th, 2022, by Mark Cope, an Operating Manager of Cope Homes, LLC, on behalf of Cope Homes, LLC, a limited liability company.



[Signature]
Notary Public, State of Texas
My commission expires: 4-12-2025

Exhibit "A"

[Legal Description]

Being Lots 1 through 48, Block A and Lots 1 through 17, Block B, Lexington Heights Addition, an addition to the City of Nevada, Collin County, Texas, according to the plat thereof recorded in Volume 2022, Page 50, Plat Records, Collin County, Texas.

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2022000145249

eRecording - Real Property

RESTRICTIONS

Recorded On: September 28, 2022 08:56 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

******* 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: 2022000145249
Receipt Number: 20220928000053
Recorded Date/Time: September 28, 2022 08:56 AM
User: Patricia B
Station: Station 5

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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

Ord. Number 21-10

ORDINANCE ANNEXING TERRITORY
(Cope Homes, LLC. Lexington subdivision)

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF NEVADA, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state by the City of Nevada, Texas, an incorporated city,

WHEREAS, an offer of a development agreement pursuant to §43.035 of the Texas Local Government Code has been made and was waived.

WHEREAS, the procedures prescribed by the (Texas Local Government Code and/or Charter) of the City of Nevada, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

See the legal description of the property attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Nevada, TEXAS:

1. That the heretofore described property is hereby annexed to the City of Nevada, Collin County, Texas, and that the boundary limits of the City of Nevada be and the same are hereby extended to include the above described territory within the city limits of the City of Nevada, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Nevada and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as exhibit B.

The City Secretary is hereby directed to file with the County Clerk of Collin County, Texas, a certified copy of this ordinance.

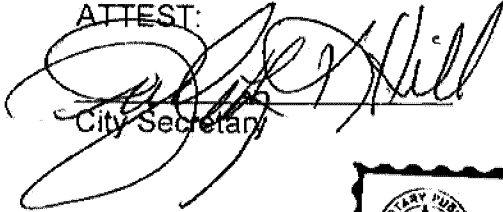
PASSED by an affirmative vote of the members of the City Council, this the 17th
day of December, 2021.

APPROVED:

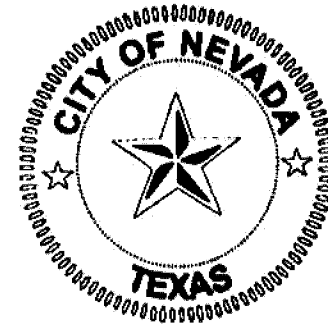
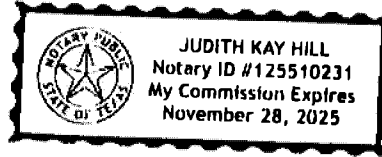


Mayor

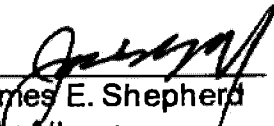
ATTEST:



City Secretary



Approved as to Form:



James E. Shepherd
City Attorney

NOTICE OF PUBLIC HEARING
Cope Homes LLC--Lexington

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Nevada, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, owned by Cope Homes, LLC, to-wit:

TRACT 1--

Being a tract of land situated in the James Osgood Survey, Abstract No. 673, Collin County, Texas and being the same called 59.899 acre tract of land conveyed to G. Glen Cox and Bobby R. Varner, Jr. by deed recorded in Volume 4868, Page 2693, Deed Records, Collin County, and containing 2,609,267 square feet or 59.900 acres of land.

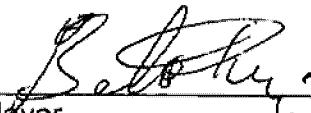
Tract 2—

Being a tract of land situated in the James Osgood Survey, Abstract No. 673, Collin County, Texas and being the same called 19.988-acre tract of land conveyed to Robert R. Varner, Jr. and Michael T. Braden and wife, Susan Braden by deed recorded in Volume 5271, Page 5337, Deed Records, Collin County, Texas and being more particularly described as follows: and containing 871,074 square feet or 19.997 acres of land.

A complete description by metes and bounds of each tract is available at City Hall.

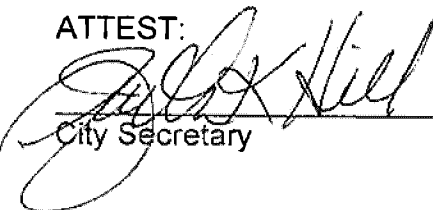
A public hearing will be held by and before the City Council of the City of Nevada, Texas on the 7th day of December, 2021 at 7:15 o'clock PM in the City Council Chamber of the City Hall of the City of Nevada, Texas, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

By order of the City Council of the City of Nevada, Texas this the 16th day of November, 2021.



Mayor

ATTEST:



City Secretary

RESOLUTION NO. 2021-03

RESOLUTION SETTING A PUBLIC HEARING ON A PROPOSED ANNEXATION-
COPE HOMES, LLC--LEXINGTON
CITY OF NEVADA

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF NEVADA, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, TEXAS:

SECTION 1. On the 7th day of December, 2021, at 7:15 pm o'clock in the City Council Chamber of the City Hall of the City of NEVADA, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of NEVADA, Texas of the following described property, to-wit:

TRACT 1--

Being a tract of land situated in the James Osgood Survey, Abstract No. 673, Collin County, Texas and being the same called 59.899 acre tract of land conveyed to G. Glen Cox and Bobby R. Varner, Jr. by deed recorded in Volume 4868, Page 2693, Deed Records, Collin County, and containing 2,609,267 square feet or 59.900 acres of land.

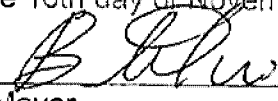
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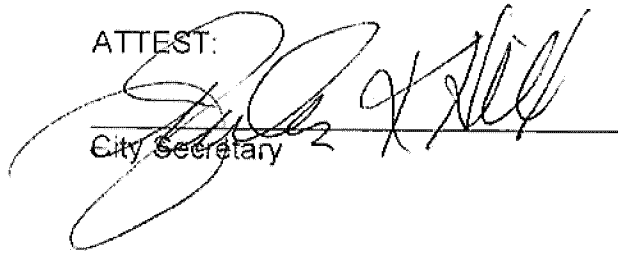
SECTION 2. The Mayor of the City of NEVADA, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 16th day of November, 2021.

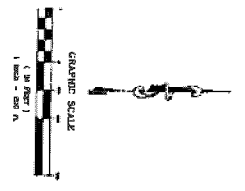


Mayor

ATTEST:



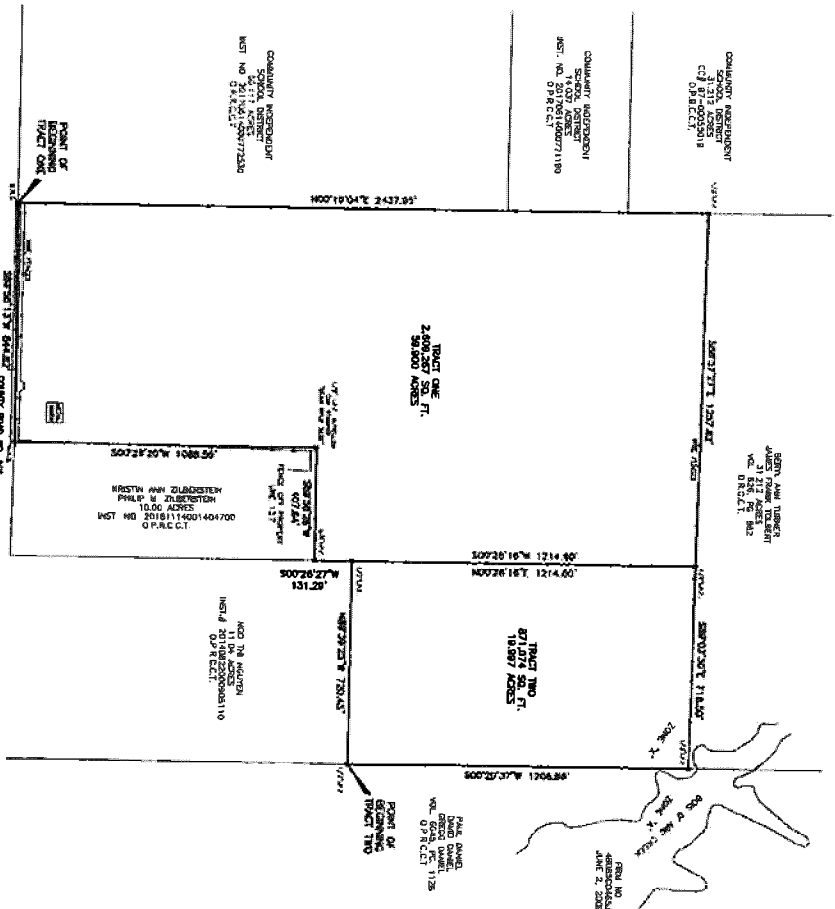
City Secretary



THE FOLLOWING BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATUTES OF THE STATE OF TEXAS.

DATE OF SURVEY: SEPTEMBER 21, 2023

BY: JAMES OSGOOD SURVEY, A-6733



BEARING AND DISTANCE TO THE FOLLOWING:

- 1. From Point A to Point B: S 89° 59' 58" W, 181.00 ACRES.
- 2. From Point B to Point C: S 89° 59' 58" W, 181.00 ACRES.
- 3. From Point C to Point D: S 89° 59' 58" W, 181.00 ACRES.
- 4. From Point D to Point E: S 89° 59' 58" W, 181.00 ACRES.
- 5. From Point E to Point F: S 89° 59' 58" W, 181.00 ACRES.
- 6. From Point F to Point G: S 89° 59' 58" W, 181.00 ACRES.
- 7. From Point G to Point H: S 89° 59' 58" W, 181.00 ACRES.
- 8. From Point H to Point I: S 89° 59' 58" W, 181.00 ACRES.
- 9. From Point I to Point J: S 89° 59' 58" W, 181.00 ACRES.
- 10. From Point J to Point K: S 89° 59' 58" W, 181.00 ACRES.
- 11. From Point K to Point L: S 89° 59' 58" W, 181.00 ACRES.
- 12. From Point L to Point M: S 89° 59' 58" W, 181.00 ACRES.
- 13. From Point M to Point N: S 89° 59' 58" W, 181.00 ACRES.
- 14. From Point N to Point O: S 89° 59' 58" W, 181.00 ACRES.
- 15. From Point O to Point P: S 89° 59' 58" W, 181.00 ACRES.
- 16. From Point P to Point Q: S 89° 59' 58" W, 181.00 ACRES.
- 17. From Point Q to Point R: S 89° 59' 58" W, 181.00 ACRES.
- 18. From Point R to Point S: S 89° 59' 58" W, 181.00 ACRES.
- 19. From Point S to Point T: S 89° 59' 58" W, 181.00 ACRES.
- 20. From Point T to Point U: S 89° 59' 58" W, 181.00 ACRES.
- 21. From Point U to Point V: S 89° 59' 58" W, 181.00 ACRES.
- 22. From Point V to Point W: S 89° 59' 58" W, 181.00 ACRES.
- 23. From Point W to Point X: S 89° 59' 58" W, 181.00 ACRES.
- 24. From Point X to Point Y: S 89° 59' 58" W, 181.00 ACRES.
- 25. From Point Y to Point Z: S 89° 59' 58" W, 181.00 ACRES.

APPROXIMATE LOCATION OF THE BOUNDARY SURVEY TO THE FOLLOWING:

- 1. From Point A to Point B: S 89° 59' 58" W, 181.00 ACRES.
- 2. From Point B to Point C: S 89° 59' 58" W, 181.00 ACRES.
- 3. From Point C to Point D: S 89° 59' 58" W, 181.00 ACRES.
- 4. From Point D to Point E: S 89° 59' 58" W, 181.00 ACRES.
- 5. From Point E to Point F: S 89° 59' 58" W, 181.00 ACRES.
- 6. From Point F to Point G: S 89° 59' 58" W, 181.00 ACRES.
- 7. From Point G to Point H: S 89° 59' 58" W, 181.00 ACRES.
- 8. From Point H to Point I: S 89° 59' 58" W, 181.00 ACRES.
- 9. From Point I to Point J: S 89° 59' 58" W, 181.00 ACRES.
- 10. From Point J to Point K: S 89° 59' 58" W, 181.00 ACRES.
- 11. From Point K to Point L: S 89° 59' 58" W, 181.00 ACRES.
- 12. From Point L to Point M: S 89° 59' 58" W, 181.00 ACRES.
- 13. From Point M to Point N: S 89° 59' 58" W, 181.00 ACRES.
- 14. From Point N to Point O: S 89° 59' 58" W, 181.00 ACRES.
- 15. From Point O to Point P: S 89° 59' 58" W, 181.00 ACRES.
- 16. From Point P to Point Q: S 89° 59' 58" W, 181.00 ACRES.
- 17. From Point Q to Point R: S 89° 59' 58" W, 181.00 ACRES.
- 18. From Point R to Point S: S 89° 59' 58" W, 181.00 ACRES.
- 19. From Point S to Point T: S 89° 59' 58" W, 181.00 ACRES.
- 20. From Point T to Point U: S 89° 59' 58" W, 181.00 ACRES.
- 21. From Point U to Point V: S 89° 59' 58" W, 181.00 ACRES.
- 22. From Point V to Point W: S 89° 59' 58" W, 181.00 ACRES.
- 23. From Point W to Point X: S 89° 59' 58" W, 181.00 ACRES.
- 24. From Point X to Point Y: S 89° 59' 58" W, 181.00 ACRES.
- 25. From Point Y to Point Z: S 89° 59' 58" W, 181.00 ACRES.

DATE OF SURVEY: SEPTEMBER 21, 2023

BY: JAMES OSGOOD SURVEY, A-6733

LEGEND	DESCRIPTION
1	TRACT ONE - 59,900 ACRES
2	TRACT TWO - 19,997 ACRES
3	JAMES OSGOOD SURVEY, A-6733
4	COLLIN COUNTY, TEXAS

CARROLL CONSULTING GROUP, INC.
 P.O. BOX 11 LAMON, TEXAS 75186
 PHONE (972) 742-4411
 TEXAS FIRM REGISTRATION NO. 10007200

SEPTEMBER 21, 2023

PETITION REQUESTING ANNEXATION BY AREA LANDOWNER

TO THE MAYOR OF THE GOVERNING BODY OF NEVADA, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is property of the Cope Homes, LLC. and is without residents, hereby waive any requirement to be offered a development agreement pursuant to Section 43.035, and petition your honorable Body to extend the present Town limits so as to include as part of the City of Nevada, Texas, the following described territory, to wit:

Attached as Exhibit A is the territory covered by the petition by a metes and bounds description and an approved plat.

The above described tract of land will be contiguous and adjacent to the City of Nevada, Texas prior to the passage of an Annexation Ordinance by the City of Nevada; is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by an authorized official of the Owner.

Owner:

Cope Homes, LLC

By: _____

Name: STEPHEN C. COPE

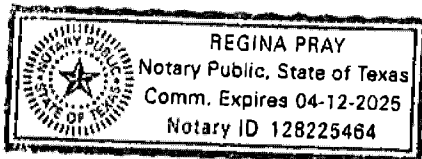
Title: CEO / CHAIRMAN

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Cope, an authorized official of Cope Homes, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 15th day of November, 2021.



[Signature]
Notary Public in and for
Collin County, Texas.

NEVADA
MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by the Nevada Volunteer Fire Department located on HW 6 in Nevada TX, with additional mutual aid services as available. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: Collin County Sheriff's Office

Services to be Provided: Currently, the area is under the jurisdiction of the Collin County Sheriff's Office and will continue to be upon annexation. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection services contacted by the City will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Nevada.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The City Council's responsibility for regulating development and land use through the administration of the City of Nevada's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Nevada's Subdivision Ordinance. These services can be provided within the department's current budget. A capital improvements plan and comprehensive zoning plan are being reviewed and revised by the City Council.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Collin County Health Department may at their option implement the enforcement of the City of Nevada's health ordinances and regulations on the effective date of the annexation.

STREET

Existing Services: County Street Maintenance of County roadways

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City will then maintain the drainage in public drainage easements upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: None

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices required by state law for the City to provide.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided by Nevada SUD in compliance with their regulations. The City of Nevada does not provide water or sanitary sewer services.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service is not provided by the City of Nevada.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable existing municipal services will be provided to the area in accordance with the City of Nevada's policies governing extension of municipal services to newly annexed areas.

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2023000060504

eRecording - Real Property

ORDINANCE

Recorded On: June 01, 2023 12:39 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

******* 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: 2023000060504
Receipt Number: 20230601000010
Recorded Date/Time: June 01, 2023 12:39 PM
User: Kim D
Station: Workstation cck024

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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