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

Declaration of Restrictive Covenants of the Lexington Heights Addition

Date: _____, 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 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.

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"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. 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

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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 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 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;

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- j. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- k. moving a previously constructed house onto a Lot;
- l. interfering with a drainage pattern or 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.
 - 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. *Roof Pitch.* Roof pitch of a Residence must be at least 8/12; except for the shed roof, eyebrow and gable accent portions of the roof.
 - c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,200 square feet.
 - d. *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. All

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outbuildings, except garages, must not be visible from any street.

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

f. *Gutters / downspouts.* All Residences, accessory buildings, accessory dwellings and other buildings must have gutters and downspouts around their perimeter.

g. *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 meet 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.

h. *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, which are taller than 20 feet from the ground, shall be permitted on any part of the Property.

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

j. *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.

k. *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.

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1. *Construction of Residence.* Construction of the Residence must commence within 18 months of the acquisition of the Lot from Declarant. Construction of the Residence must be completed within 18 months of the commencement of construction. **ADD \$1000 per month fine concept.....**

m. Architectural Control Committee (“ACC”).

i. *Establishment*

1. *Purpose.* The ACC is established to ensure that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to these Covenants.

2. *Members.* 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 consist of at least 3 persons appointed by popular vote of the Lot Owners.

3. *Term.* ACC members serve until they resign, or they lose a popular vote election, which can be called no more frequently than once every 12 months by 10 percent of the Lot Owners.

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

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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 EIFS/Stucco are NOT allowed on houses or outbuildings.
- iv. Vinyl siding is prohibited.

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.

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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 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

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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 _____, 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: _____

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Cope Homes, LLC
a Texas limited liability company,

Mark Cope, Operating Manager

STATE OF TEXAS)
COUNTY OF COLLIN)

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

Notary Public, State of Texas
My commission expires: _____

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Exhibit "A"

[Legal Description]

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