

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

56587

STATE OF TEXAS        []  
                          []        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN    []

## RECITALS

WHEREAS, DON KING AND SON CONSTRUCTION COMPANY, hereinafter called the Declarant, is the owner of all that certain real property known as the Kingswood Estates Addition, City of Lucas, located in Collin County, Texas, described as follows:

Lying and situated in Collin County, State of Texas, being 30.8016 acres in the James Grayson survey, abstract no. 354. Said 30.8016 acres are more fully described in exhibit "A" attached here to and made a part here of for all purposes; and

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above-described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

## ARTICLE ONE

## DEFINITIONS

## Owner

1.01. "Owner" shall refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built, a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## Properties

1.02. "Properties" shall refer to that certain real property hereinbefore described.

## Lot

1.03. "Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the \_\_\_\_\_ records of Collin County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

## Declarant

1.04. "Declarant" shall refer to DON KING AND SON CONSTRUCTION CO., its successors and assigns, if such successor or assigns shall acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

EXTERIOR MAINTENANCE

Declarant will maintain unsold lots, keeping them free of debris and mowed. Owners of lots will at all times keep their individual lots mowed and free of high weeds and unsightly objects.

ARTICLE THREE

USE RESTRICTIONS

Type of Buildings Permitted

3.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached, single-family dwelling, not to exceed two (2) stories in height and one (1) private garage for not more than two (2) automobiles, attached or detached. Doors or openings on garages shall not open towards the street. Only new construction is permitted. Older homes may not be moved onto the Lots.

Minimum Floor Area and Exterior Wall

3.02. Any residence constructed on said Lot must have a floor area not less than 2500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Such square footage to be only that amount of area contained in the dwelling space. The exterior walls of any residence shall consist of brick, stone, or stone veneer, which shall constitute a minimum of seventy-five percent (75%) of the total exterior wall area. All out-buildings, such as garages and barns shall comply with same. No walls or roofs shall be constructed of metal.

Set Backs

3.03. No building shall be located on any Lot nearer to the front Lot line, or nearer to the side street line than the minimum building set back lines show on the recorded plat. No side-yards at the front building set back line shall be less than \_\_\_\_\_ feet, except that a \_\_\_\_\_ foot side yard may be permissible for a garage or other permitted accessory building located \_\_\_\_\_ feet or more from the front property line. For the purpose of this covenant eaves, steps, and open porches shall not be considered as a part of the buildings; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

Subdivision

3.04. None of said Lots may be subdivided in any fashion.

Easements

3.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Utilities

3.06. All utilities are to be installed under the ground except meters, risers and service pedestals necessary to operate underground facilities. All underground utilities shall be at the sole cost and expense of the owner.

Noxious or Offensive Activity Prohibited

3.07. No noxious or offensive activity shall be carried on

upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### Prohibited Residential Uses

3.08. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or out-building, shall be used on any Lot at any time as a residence, either temporarily or permanently.

3.09. No signs of any character shall be allowed on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

#### Rubbish, Trash and Garbage

3.10. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and a sanitary condition.

#### Sewage Disposal

3.11. Septic tanks and laterals shall be installed with approval by the City of Lucas and/or Collin County Health Department. Any such septic tanks and laterals shall be installed so as to cause minimal harm to the Lot or to any Property not included within such Lot.

#### Animals

3.12. Owner can have a maximum of two (2) horses, which must be fenced in. Dogs and cats may be kept provided they are not bred or maintained for any commercial purposes. No other livestock is allowed.

#### Fences, Walls, Hedges and Utility Meters

3.13. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

#### Trucks, Buses and Trailers

3.14. Only one (1) two (2) horse-trailer is permitted on each Lot and such trailer shall be parked in the rear, screened from view, except while loading and unloading. No truck, bus, or trailer shall be left parked in the street of any Lot except for construction and repair equipment while a residence or residences or being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. Tractors and farm implements must be kept in permanent structures. Only owners personal automobiles shall be parked on streets or driveways over night. Recreational vehicles or motorhomes must also be parked in rear and screened from view.

#### Antennas

3.15. Installation of antennas fifteen (15) feet above roof line shall not be permitted. All satellite discs must be placed

ARTICLE IV.

GENERAL PROVISIONS

Enforcement

5.01. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

5.02. Invalidation of any one of these covenants or restrictions by judgment or court-order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

5.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date the Declaration is recorded, after which time said covenants, conditions, and restrictions, shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions, of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the \_\_\_\_\_ Records of Collin County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED BY the said Declarant this 10<sup>th</sup> day of SEPT, 1985.

DOM KING & SON CONSTRUCTION CO.

BY: [Signature]  
Robert King, Partner

BEFORE ME, the undersigned authority, on this day personally appeared ROBBIE KING, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that the same was for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of September, 1985.

[Signature] Cheryl Holder  
NOTARY PUBLIC  
The State of Texas

My Commission Expires: 5/30/89

FILED FOR RECORD 11th DAY OF September A.D. 19 85 at 5:15 P.M.  
DULY RECORDED 12th DAY OF September A.D. 19 85  
BY: Carol Derryberry HELEN STARNES, County Clerk  
DEPUTY. Collin County, Texas