

COVENANTS AND RESTRICTIONS
ON AND FOR ADDITIONAL LOTS WITHIN
PRESTON HIGHLANDS, PHASE IV

71471

VOL. 2018-1-677

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

That FRANKFORD ASSOCIATES, a Texas general partnership, (hereinafter "Developer"), having formerly owned 100% of the lots and real estate comprising Preston Highlands, Phase IV, an addition to the City of Dallas, according to the plat thereof filed of record in Cabinet C, Page 204 of the Map and Plat Records of Collin County, Texas, and having heretofore adopted certain covenants and restrictions with respect to the lots in certain Blocks of Preston Highlands, Phase IV, joined herein by Gagewood Homes, Inc., a Texas corporation and the owner of certain of the lots hereinafter described, and together being the owners of 100% of the lots and real estate in Preston Highlands, Phase IV hereinafter described, do hereby adopt these covenants and restrictions and do hereby declare that all of the lots in Blocks T/8734, 14/8734, and 15/8734 situated in Preston Highlands, Phase IV, said lots being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), shall have and be subject to the following Covenants and Restrictions which shall run with the land and be binding upon all owners or purchasers of said Lots within Preston Highlands, Phase IV, their heirs, successors, executors, administrators and assigns.

1. RESIDENTIAL USAGE: No use of any nature shall be permitted in the said Property other than those expressly permitted by the City of Dallas, Texas R7.5 residential zoning as the applicable zoning ordinance, constituted and in effect as of the date of execution of this instrument. No structure shall be erected, placed, altered, used for or permitted to remain on any residential building lot other than one detached single family private dwelling not to exceed three stories and one private garage for not more than four automobiles and servants' quarters if they are employed on the premises. No temporary structures may be placed on lot except during construction. Metal storage buildings, sheds or structures are not permitted. Only new structures shall be constructed on any lot and no house or structures shall be moved onto a lot.
2. GARAGES: No garage may open or face onto the front lot line of the lot upon which such garage is constructed.
3. MINIMUM SQUARE FOOTAGE: The minimum air conditioned square footage of the main building or dwelling house, exclusive of porches, terraces, garages and out-buildings, shall be 1,700 square feet. Greenhouses where incorporated, attached or contained in the main building, shall be included as air conditioned space but interior courts open to weather shall not.
4. MASONRY CONSTRUCTION: The exterior construction of the dwelling house erected on any lot shall be at least 50% masonry, exclusive of windows, doors and roofs, unless otherwise approved by the Architectural Review Committee. Masonry is hereby defined as stone, brick or veneers of same. Hardboard siding is prohibited for use on any dwelling.
5. ROOF CONSTRUCTION: At least 75% of each roof structure shall have pitch. Flat roofs are prohibited unless specifically reviewed and approved in writing by the Architectural Review Committee. Mansard type roofs are specifically prohibited for use on any dwelling where they can be seen from the street. All roofs shall be of wood shingle, metal, slate, clay or concrete tile unless otherwise specifically approved by the Architectural Review Committee.
6. SETBACKS: The main body of any dwelling house shall not be erected at any point closer than twenty (20) feet from the front property line.
7. FENCES: No fence shall extend closer than thirty (30) feet to the front property line. No chain link, woven metal, wire or similar fence type shall be constructed where it can be viewed from the street. Wood fences shall be no higher than eight (8) feet and constructed of redwood, cedar or cypress.

8. DRAINAGE: No building shall be so constructed that drainage water is forced onto adjoining property. No lot shall be finish graded so that drainage water will intrude on adjoining lots. All roof and area drains shall discharge either toward the front or the rear of the lot, and shall be carried to the curb or alley when drainage would cross adjacent property.

9. SCREENING: All air conditioning equipment shall be installed in the rear or in the sideyard, screened from view from the street, by an opaque fence or masonry wall. Gas and electrical meters shall be concealed from view from the front.

10. SIGNS: The building contractor or Owner may erect or place one sign of not more than five (5) square feet identifying the builder or advertising the property for sale or lease.

11. MINERAL DRILLING: No oil or other mineral drilling, refining, storage, quarrying or mining operations of any kind shall be permitted upon any lot.

12. RUBBISH: No rubbish, trash, garbage or waste shall be placed, dumped or permitted to remain on any lot in the Property.

13. ANIMALS: No animals of any type shall be raised, bred or kept for commercial purposes. Household pets shall be kept on any lot only when a dwelling is constructed and occupied thereon. Not more than a total of five household pets shall be allowed.

14. NOXIOUS ACTIVITY: No activity shall be carried on upon any lot which may be or may become an annoyance or nuisance to the neighborhood. Trucks in excess of 3/4 ton or any vehicles with painted advertisement are prohibited from parking overnight on streets, driveways, alleys or lots.

15. ARCHITECTURAL QUALITY: All dwellings shall be designed and constructed of quality materials and with external design in harmony with existing adjacent dwellings.

16. ARCHITECTURAL REVIEW COMMITTEE: The undersigned Developer shall have authority to appoint the Architectural Review Committee (the "Committee"), to remove without cause any person serving on the Committee, and to fill any vacancies in the Committee until at least 90% of the residential lots within the Property shall have completed residences constructed thereon, occupied by the owners thereof, whereupon the owners of a majority of the lots within the Property shall elect the Committee. The Committee shall consist of not less than three nor more than five members. The Committee is authorized to delegate to one or more representatives, the authority to perform the duties of the Committee as set forth herein. In the event the Committee, or its designated representative fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Committee shall be deemed to have approved such plans within thirty (30) days after the same are submitted to it. The Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Committee shall receive no fees or compensation for its services.

17. SUBMISSION: No building, fence or improvements shall be erected, placed or altered until the building plans, specifications and plot plan showing the location of same have been reviewed and approved, in writing, by the Architectural Review Committee for compliance with these Covenants and Deed Restrictions. Owners or building contractors shall make Application in writing to the Committee. The building plans shall include, as a minimum, the following:

- A. All four (4) elevations.
- B. Floor plan.
- C. Foundation plan.
- D. Roof plan.
- E. Setback lines on site plan.

The Architectural Review Committee may require additional submittals at its discretion. Applications shall be submitted at the offices of Conterra Investments, Inc.

18. DUTY OF MAINTENANCE: Owners and occupants (including lessees) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Properties so

owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, driveways, and roads in good repair.
- g. Complying with all government health and police requirements.
- h. Repainting of improvements.
- i. Repair of exterior damages to improvements.

19. **ENFORCEMENTS:** Enforcement of these covenants and restrictions shall be by a proceeding initiated by a person or persons owning any residential lot or by any member of the Architectural Review Committee, or by the City of Dallas against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for violation, or both. The Architectural Review Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

20. **DURATION:** The restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and their respective successors, heirs, personal representatives, and assigns, until December 31, 2008 and said restrictions shall be automatically extended thereafter for successive ten year periods unless a three-fourths majority, to be determined on a per lot basis, of the then owners of the hereinabove described property shall in writing change or modify the same in whole or in part by action taken during the year 2006 or during the last year of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the above described property and not to other property which may be owned by the undersigned or by the other owners, from time to time, of portions of the above described property.

21. **AMENDMENTS:** At any time, the owners of the legal title to seventy percent (70%) of the lots within the Property may amend the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Collin County, Texas, except that, prior to the time when Developer shall own no lots within the subdivision, no such amendment shall be valid or effective without the joinder of Developer, or its successors or assigns.

22. **WAIVER BY ARCHITECTURAL REVIEW COMMITTEE:** The Architectural Review Committee, in its sole discretion, may waive such variations from these restrictions as said Architectural Review Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

23. **VALIDITY.** Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in Preston Highlands, Phase IV. Invalidation of any one of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Dallas, then such municipal requirements shall control. Any deed or legal instrument (except deeds of trust, mortgages, or other similar security agreements) purporting to convey, transfer or assign any interest in any land within Preston Highlands, Phase IV shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit, the State of Texas or any political subdivision thereof, including the City of Dallas and the Plano Independent School District, from using any of the property affected hereby for public purposes, regardless of the nature of said use. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions used in connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of the language herein.

24. **SEVERABILITY OF PROVISIONS.** If any paragraph, sentence, clause or phrase of these covenants and restrictions shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sentences, clauses, or phrases of these covenants and restrictions shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sentences, clauses, or phrases shall become or be illegal, null, or void.

25. **ADDITIONAL PROPERTY:** Although the abovesaid properties are a part of the "Additional Property" in the City of Dallas, Collin County, Texas, described in "DECLARATION OF RESTRICTIONS FOR PRESTON HIGHLANDS, PHASE ONE," dated November 7, 1978, of record in Volume 1143, Page 618, Deed Records of Collin County, Texas, nothing contained in this "COVENANTS AND RESTRICTIONS ON AND FOR ADDITIONAL LOTS WITHIN PRESTON HIGHLANDS, PHASE IV" shall operate to make such Declaration applicable at this time to the abovesaid properties.

EXECUTED THIS 22nd day of October, 1984.

FRANKFORD ASSOCIATES,
A Texas General Partnership

BY: CONTERA INVESTMENTS, INC.
General Partner

BY: *John C. Wooldridge*
John C. Wooldridge,
Chairman

ATTEST:

Ronald M. Henson
Ronald M. Henson, Assistant
Secretary
MICHAEL F. COCANOUGH & GAGEWOOD HOMES, INC.

ATTEST:

By *John C. Wooldridge*

THE STATE OF TEXAS :
COUNTY OF DALLAS :

BEFORE ME, the undersigned authority, on this day personally appeared JOHN C. WOOLDRIDGE, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CONTERA INVESTMENTS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 31 day of October, 1984.



Jan E. Deane
Notary Public in and for Dallas County,
Texas

My Commission Expires

4-27-88

THE STATE OF TEXAS :
COUNTY OF DALLAS :

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BEFORE ME, the undersigned authority, on this day personally appeared Greg A. Fritchard, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GAGEWOOD HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 30th day of October, 1984.



Virginia A. Owens
Notary Public in and for Dallas County,
Texas

My Commission Expires:

3-23-85

COVENANTS AND RESTRICTIONS
ON AND FOR ADDITIONAL LOTS WITHIN
PRESTON HIGHLANDS, PHASE IV

EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23
of Block T/8734

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Block 14/8734

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of Block
15/8734

FILED FOR RECORD 19th DAY OF December A.D. 19 84 at 3:41 P M.
DULY RECORDED 20th DAY OF December A.D. 19 84
BY: Carol Derryberry HELEN STARNES, County Clerk
DEPUTY. Collin County, Texas