

# Declaration of Covenants and Restrictions Parkway Estates Addition, City of Plano

**It is the responsibility of each homeowner to comply with the Declaration of Covenants and Restrictions as well as the City Ordinances. Failure to do so could result in court action. Refer to #17 below for additional information on enforcements.**

Each homeowner of Parkway Estates received a copy of the Declaration of Covenants and Restrictions, which was included with the closing papers when you purchased your home. A copy of these restrictions is being included here as a form of reference. The original documents are filed with the State of Texas, County of Collin; Volume 1387, Pages 625-629.

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The undersigned, SPRING CREEK INVESTMENTS OF DALLAS N.V., Inc., hereinafter called Owner, being the owner of the lots described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), hereby places on each and every lot comprising the Property, together with each lot within Parkway Estates Addition to the City of Plano hereafter acquired by the undersigned, the following restrictions, covenants and conditions, which are hereby made part of each and every deed hereafter executed and delivered conveying said lot(s) as if such restrictions, covenants and conditions were set out in full in such deed:

## **1. Residential Zoned Property Use**

The Property shall be used, and all improvements thereon occupied, for single family residential purposes only.

## **2. Structural Restrictions**

No structure shall be erected on the Property of materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer unless the above-named material shall constitute at least 75% of the total outside area. "Adobe" or "Mexican" brick shall not be used. Openings and glass areas shall be considered to be of the material which is on either side of it. The total floor area of the main structure, exclusive of porches and garages shall be not less than 2800 square feet for the homes in Blocks 2, 3, 4 and 5 and not less than 2400 square feet for the homes in Blocks 1, 6, 7 and 8. The width of the front of the main structure shall be in harmony with the other dwellings in the addition.

No dwelling or residence or any other structure shall be designed, planned or constructed of more than one story, and one and one-half stories, or two stories in height, except with the express permission of the Architectural Committee hereinafter designated.

Each dwelling or residence shall provide garage structure with space for a minimum of two cars, and with the entry thereto from an alley, unless otherwise approved in writing by the Architectural Committee.

## **3. Architectural Committee**

No building shall be erected, placed or altered on any building plat on the Property until two complete sets of building plans and specifications and two plot plans of the locations showing drainage for lot; and location of such building shall have been delivered to the Architectural Committee designated as hereinafter provided, and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained.

### **3. Architectural Committee (Continued)**

One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be redelivered to the owner of the lot with the approval of the Architectural Committee appropriately endorsed thereon. Owner shall have authority to appoint the Architectural Committee. The Architectural Committee shall consist of not less than two nor more than five members, and owner shall also have the authority to fill any vacancies in the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Committee as set forth herein. In the event the Architectural Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty days after the same are submitted to it, and if all other terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans within said thirty day period. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

### **4. Temporary Structures**

The undersigned Owner, or any other person bona fide engaged in the construction of improvements may maintain on the Property temporary construction offices, any such construction office to be promptly removed upon completion of the improvements constructed upon the Property. Except for such temporary construction office, no temporary structure of any kind shall be erected or placed on the Property and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed thereon. Any garage, servant's house, or other improvements erected more than one hundred twenty days prior to the completion of the main dwelling or residence shall be considered a temporary structure within the meaning of this paragraph.

### **5. Building Line**

All dwelling or residences erected or placed on the Property shall face the road or street upon which the Property faces, as the same is platted on the above described plat, or as may be otherwise prescribed in the deed from the undersigned conveying the same, and no portion of any structure shall be nearer to the road or street property line of the Property than as designated on said plat, and no structure of any kind (either dwelling or outhouses) shall be nearer than 10% of the width of the Property or 7 feet, whichever is less, to any inside perimeter boundary.

### **6. Nuisances**

No boats, trailers, campers, or inoperable automobiles shall be left on the street or the side yard within view of the street, such vehicles must be parked in a garage. No truck with tonnage in excess of one ton and no vehicle with painted advertisements shall be permitted to park overnight on the street within the addition at any time. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the addition at any time. No noxious or offensive activity of any kind whatsoever shall be carried on upon the Property, nor shall there be permitted any act thereon that may be or become any annoyance or nuisance to owners of lots within the addition.

**7. Fences**

Only a wooden or masonry fence shall be erected on the Property. No fence shall be erected forward of the front building line on the Property.

**8. Pets**

No animal or fowl of any kind shall be raised, kept or quartered on any portion of the Property excepting only pets of the kind and number usual to a one family household. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, pigeons, and guinea fowl are expressly prohibited.

**9. Easements**

All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

**10. Signs**

No signs for advertising purposes shall be displayed to the public view, by Homeowners or Builders, excepting only signs of customary dimensions (3 ft. x 4 ft. maximum) advertising said Property, or portions thereof, for sale.

**11. Roofs**

The roof pitch of any structure shall be 4 ft x 12 ft. minimum and 12 ft. x 12 ft. maximum. Any deviation of roof pitch must be approved by the Architectural Committee. Wood shingle or rigid tile material shall be used as the roofing material on all structures unless otherwise approved by the Architectural Committee.

**12. Garbage – Weeds**

Unless otherwise expressly permitted by the Architectural Committee, garbage containers shall be placed so as not to be visible from the street. The Property shall not be used as a dumping ground for rubbish, trash, garbage or waste. The Property must be kept free of weeds and debris. If at any time an owner of any of the Property shall fail to control weeds, unsightly growth or debris, the Owner or its assigns, or any other lot owner within the addition shall have the right to go on the Property, mow and clean and bill owner of record for charges which the said Owner of record shall pay upon demand.

**13. Antennas and Aerials**

All television antennas and other antennas and aerials shall be located inside the attic or under roof, unless otherwise expressly permitted by the Architectural Committee.

**14. Landscaping and Drainage**

Landscaping of the Property must be completed within one hundred twenty days after the date the main structure is first occupied as living quarters. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any creek crossing or abutting the Property, without the approval of the Architectural Committee. The Property shall be graded so that surface water will flow to the street or alley.

**15. Building Permits**

The Building Inspector of the City of Plano, Texas, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on the Property, if such improvements do not conform to and comply with the restrictions set out herein.

**16. Waiver by Architectural Committee**

The Architectural Committee may, in its discretion, approve construction of structures lacking not more than 10% of the minimum square footage required by paragraph 2 above, and may waive such other variations from these restrictions as said Architectural Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

**17. Enforcements**

Enforcements of these covenants and restrictions shall be a proceeding initiated by a person or persons owning any residential lot in the subdivision in which the Property is situated or by any member of the Architectural Committee, or by the City of Plano, 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 the violation, or both. The Architectural Committee, and each of its appointed members, shall enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

**18. 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 the respective successors, heirs, personal representatives and assigns, until January 1, 1991, and said restrictions shall be automatically extended hereafter for successive ten year periods unless a three-fourths majority of the then owners of all lots within the hereinabove described subdivision which are encumbered by these or similar restrictions shall in writing change or modify the same in whole or in part by action taken during the last year of the primary term hereof or of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the undersigned or by the other owners, from time to time, of the Property.

**19. Service Facilities**

All clothes lines or service facilities must be enclosed within walls, fences or landscaping so as not to be visible from the outside of the Property.

**20. Severability**

In the event that any of the provisions contained herein shall be determined to be invalid, such invalidity shall not affect any of the other provisions hereof, but the same shall remain in full force and effect.

Executed the 19th day of June, 1981; Spring Creek Investments of Dallas N.V., Inc. by Michael J. Borris, Vice President