



Important Information

Declaration of Covenants and Restrictions (CODCR)

Issued September 2016

Please Do Not Discard or Throw Away

Keep with Your Important Homeowner Documents

DECLARATION of COVENANTS and RESTRICTIONS for Estates at CHASE OAKS

[Sunkist Lane / Shallow Creek / Mid Pines / Oakbrook]

www.chaseoaksplano.com

CHASE OAKS HOMEOWNERS ASSOCIATION

www.chaseoaksplano.com

P.O. Box 260728 * Plano, Texas 75026-0728 * (972) 517-8852

September 30, 2016

Dear Chase Oaks Home Owner,

When you purchased your family home, the paperwork for the "Chase Oaks Declaration of Covenants and Restrictions" (CODCR) probably did not garner a lot of attention buried in the pile of documents issued at closing. Contained in the CODCR are simple guidelines and rules to insure property values continue to increase for everyone who owns within Chase Oaks.

Your home is a significant investment for your family. Working a plan to maintain and improve your property on an annual basis will result in a solid return on your investment when it is time to sell your house.

Common sense steps in your annual maintenance plan should include;

LANDSCAPING including BUSHES & TREES (Section 2.3)
FENCES (Section 1.11)
MAILBOXES (Section 1.14)

Distributing these original 1991 -1993 CODCR documents in 2016 does not represent a new course of action for the COHA Board. The plan is not to start writing tickets and collecting fines for home owner violations. The Board will not be telling homeowners what flowers are acceptable or what color to paint the house trim. It is our intention to use these documents to improve communications while preventing disagreements between neighbors throughout our community. The COHA Board will continue to work closely with the City of Plano Property Standards Department for additional enforcement in keeping our property values high.

Upon reading the CODCR, you will find them to be sensible Good Neighbor guidelines which serve to keep the neighborhood in good shape and up to date.

Recently the issue of "renting to multiple individuals in a house" has risen on four different occasions this year. Section 1.2 of the CODCR states that Chase Oaks is zoned for "Single Family Use" and this section will be strictly enforced. The owner of the property is ultimately responsible for adherence to the CODCR and for the actions of the persons who are on a rental lease from the owner.

Welcome to Chase Oaks; where we are all work hard to keep our property values high.

Eric & Susan Chamberlain
Chase Oaks HOA President
www.chaseoaksplano.com

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Quick Reference for Key Points within the Declaration of Covenants and Restrictions (CODCR)

Section 1.1 & 1.2 --- Residential Single Family Use

Section 1.6 --- Uses Specifically Prohibited

Section 1.11 --- Fences & Walls

Section 1.14 --- Mailboxes

Section 1.15 --- Terrain & Lot Drainage

Section 2.3 --- Lot Maintenance

Section 2.4 --- Maintenance of Improvements

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[Sunkist Lane / Shallow Creek / Mid Pines / Oakbrook]

STATE OF TEXAS

COUNTY OF COLLIN

KNOWN ALL MEN BY THESE PRESENTS:

THAT CHASE OAKS, LTD., a Texas Limited Partnership (the "Declarant"), is the owner of property described on Exhibit "A" attached hereto and platted and described as Estates at Chase Oaks, (the "Addition"), an Addition to the City of Plano (the "City"), Texas, according to the plat thereof (the "plat"), recorded on January 26, 1990 and filed in Volume G, Page -690 of the Plat Records of Collin County (the "County"), Texas.

Declarant has subdivided the property into single-family lots as shown on the Plat.

Declarant hereby declares 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 purpose of establishing a general scheme for the development of all the lots in the Addition and for the purpose of enhancing and protecting the value, attractiveness, and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof, including without limitation, all successors and assigns of Declarant.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

SECTION 1.1 / RESIDENTIAL USE. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed, or permitted to remain per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

SECTION 1.2 / SINGLE-FAMILY USE. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

SECTION 1.3 / GARAGE REQUIRED. Each residence shall have a garage suitable for parking not less than two (2) or more than three (3) standard size automobiles, which garage conforms in design and materials with the main structure. No carports will be allowed within this subdivision.

SECTION 1.4 / RESTRICTIONS on SUBDIVISION. None of the lots shall be subdivided into smaller lots.

SECTION 1.5 / DRIVEWAYS. All driveways shall be surfaced with concrete or similar substance approved by the Declarant.

SECTION 1.6 / USES SPECIFICALLY PROHIBITED.

- (a) No temporary dwelling, shop, trailer, or mobile home of any kind or any improvement of a temporary character (except children's play houses, dog houses, greenhouses, gazebos may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot that the builder or contractor may have temporary improvements (such as a sales office and / or construction trailer) on a given lot during construction of the residences on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.
- (b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick up camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity.
- (c) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight within the neighborhood except those used by a builder during construction of improvements.
- (d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the neighborhood at any time.
- (e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other out-building shall be used on any property at any time as a dwelling house. An exception is that any builder may maintain and occupy model homes, sales offices, or constructions trailers during the construction period.
- (f) No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted in the neighborhood, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the neighborhood. No derrick or other structure designed for using in quarrying or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted within the neighborhood.
- (g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property in the neighborhood except that dogs, cats, or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea (owls, ducks, chickens, geese, turkeys, skunks, or any other animals that may interfere

with the quietude, health, or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

- (h) No lot or other area in the neighborhood shall be used as a dumping ground for rubbish. Trash, garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such materials shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.
- (i) No individual water supply system shall be permitted in the neighborhood.
- (j) No individual sewage disposal system shall be permitted in the neighborhood.
- (k) No garage, garage house, or other out-building (except for sales office and construction trailers during the construction period) shall be occupied by any owner, tenant, or other person prior to the erection of a residence.
- (l) No air conditioning apparatus or HVAC equipment shall be installed on the ground in front of the house. No air conditioning apparatus shall be attached to any front wall or any window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.
- (m) Except with the written permission of Declarant (which term is hereinafter defined), no antennas shall be permitted in this neighborhood except antennas for AM or FM radio reception and UHF / VHF television reception. All antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Declarant, one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof and a maximum of five (5) feet.
- (n) No lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind. No activity, whether for profit or not: shall be conducted which is not related to single family purposes. No noxious or offensive activity shall be undertaken within the neighborhood, now shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the neighborhood is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet inoffensive activities such as a home office, tutoring, or art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their residences and yards.
- (o) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

- (p) Except for children's playhouses, dog houses, and other small low visibility building's, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.
- (q) Within easements on each lot, no structures, planting, or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through the drainage channels.
- (r) No sign of any kind shall be displayed to the public view of any lot except (1) professional security systems sign of not more than (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agent shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.
- (s) The drying of clothes in full public view is prohibited.
- (t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere in the neighborhood.

SECTION 1.7 / MINIMUM FLOOR AREA. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior but exclusive of open porches, garages, patios, and detached accessory buildings, shall not be less than 1,800 square feet or the minimum habitable floor area as specified by the City of Plano, whichever is the greater.

SECTION 1.8 / BUILDING MATERIALS. The total exterior wall area of each building constructed or placed on a lot shall be not less than seventy five percent (75%) (or such higher percentage as may be approved by the City of Plano of stone, masonry, or other material approved by Declarant. Roofing shall be wood shingle, or wood shake, composition, or other three dimensional materials of a substance acceptable to the City of Plano or as otherwise approved by Declarant.

SECTION 1.9 / SIDE LINE and FRONT LINE SETBACK RESTRICTIONS. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City of Plano.

SECTION 1.10 / WAIVER OF FRONT SETBACK REQUIREMENTS. With the written approval of Declarant, any building may be located further back from the front property line of a lot than provide above, where in the opinion of Declarant, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

SECTION 1.11 / FENCES and WALLS. Any fence or wall must be constructed of masonry, brick, wood, or other materials approved by the Declarant. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. No fence or wall constructed on any lot adjacent to the golf course shall exceed four and a half feet in height unless otherwise approved by the Declarant.

Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall exceed eight (8) feet in height. Chain link fences will not be permitted within this neighborhood. For any lot adjoining the golf course, no fence other than a wrought iron fence shall be constructed on the portion or side of the lot which adjoins the golf course unless expressly approved by the Declarant.

SECTION 1.12 / SIDEWALKS. All sidewalks shall conform to the City of Plano specifications and regulations.

SECTION 1.14 / MAILBOXES. Mailboxes shall be constructed of a material and design approved by Declarant.

SECTION 1.14 / TYPES of BUILDINGS PERMITTED. 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 on the detached, single family dwelling, not to exceed two stories in height and a private garage for two or no more than three automobiles.

SECTION 1.15 / TERRAIN and LOT DRAINAGE. No planting, construction, or any other activity shall be undertaken which, in anyway, alters, or affects the drainage or natural flow of water from any of the lots.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.1 / EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purposes of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner there of covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

SECTION 2.2 / RECORDED PLAT. All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adapted in each contract, deed, or conveyance executed or to be executed by Declarant, conveying lots in the neighborhood, whether specifically referred to therein or not.

SECTION 2.3 / LOT MAINTENANCE. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds, and

vegetation maintenance lies on the approval of the Declarant with respect to the matters as to which time the homeowners elect to assume responsibility. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6') upon his property. No foundation planting, shrub, or other vegetation near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work.

SECTION 2.4 / MAINTENANCE of IMPROVEMENTS. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior options of the improvements to deteriorate in an unattractive manner.

SECTION 2.5 / MORTGAGES. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

SECTION 2.6 / TERM. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after the declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

SECTION 2.7 / SEVERABILITY. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

SECTION 2.8 BINDING EFFECT. Each of the conditions, covenants, and restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions and agreements are not for the owner of any land except the land in the Addition. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements herein contained.

SECTION 2.9 / ENFORCEMENT. The owner of any lot in the Addition shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out

and performed with reference to each and every lot in the Addition, together with the right to bring any suit or undertake any legal process than may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition whether owned by the undersigned, its successors and assigns, or others. Failure of any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2.10 / DEFINITION of "OWNER". As used herein, the term "owner" shall refer to the record owner, whether one of more persons or entities, of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

SECTION 2.11 / OTHER AUTHORITIES. If other authorities, such as the City, State, County, FHA or VA impose or require more demanding, extensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with and shall supersede these requirements. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

SECTION 2.12 / ADDRESSES. Any notices or correspondence by an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to Declarant shall be addressed to address shown opposite the signature of Declarant pursuant to an instrument recorded in the deed records of the County.

SECTION 2.13 / HOMEOWNER'S ELECTION. If at any time a majority of the owners of lots in the Addition execute and record a document stating their intent and desire to perform some or all of Declarant's landscaping, maintenance, approval, or other rights or functions hereunder, and if such document provides a reasonable procedure for notifying all owners and for delegating responsibility and performing such functions., and if such document is approved and executed by Declarant, then such owners shall be entitled to all the discretion, authority, easements and rights of Declarant with respect to the matters as to which the homeowners elect to assume responsibility and Declarant shall be released from all obligations hereunder.

SECTION 2.14 / NOTICE of APPROVAL. Whatever construction of improvements or general provisions stated herein requires approval of Declarant; "approval" shall mean and refer to written notice of approval signed by an authorized representative of Declarant.

SECTION 2.15 / RESIGNATION by DECLARANT. Declarant shall have the right and power to resign its position and power to resign its position as Declarant, at its sole discretion, at any time after one year from the recording of these Declarations. In the event of Declarant's resignation, another Declarant may be elected by a majority of the owners of legal title of the lots as within the neighborhood (as shown by County records). [Chase Oaks Homeowner's Association aka COHA]

SECTION 2.16 / AMENDMENT. At any time, the owners of the legal title to seventy-five percent (75%) of the lots within the neighborhood (as shown by County records) may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this declaration, no such amendment shall be effective without the joinder of Declarant. Declarant shall have the right to amend these covenants, conditions, and restrictions at any time during the first five years following the recording of this declaration by providing written notice of the amendment to the existing owners of legal title of the lots within the neighborhood.

EXECUTED THIS 20th DAY OF JUNE, 1991

Intermandeco, INC., Managing Partner for Chase Oaks, LTD., a Texas LTD Partnership

Chase Oaks HOA / PO Box 260728 / Plano, Texas 75026-0728

www.chaseoaksplano.com

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P.O. Box 260728 * Plano, Texas 75026-0728 * (972) 517-8852

September 30, 2016

To: All Chase Oaks Homeowners

Re: Renting to Multiple Persons / Individuals to live in a Chase Oaks Home

Over the last six months, there have been three homes in the neighborhood where the owner has leased to an individual (or company) but only to find out that there were between six and fifteen people living in the rented house. Next door neighbors to the homes in question noticed the head count and the new parking problems. COHA was notified and relayed the news to the out of town homeowners who were unaware of the issue.

The three home owners involved were extremely cooperative in terminating their leases with the renters in order to solve the problem.

Renting to a group of up to fifteen persons creates numerous safety concerns, unnecessary traffic issues, parking problems in front of mail boxes, and decreases property values for home owners throughout the neighborhood. That many persons living in the same house also leads to unnecessary "wear and tear" on your house causing increased maintenance costs while decreasing its future market value.

Renting your house to a group of persons who do not qualify as a "single family residential unit" is strictly prohibited per the declaration of covenants and restrictions shown below. The Chase Oaks neighborhood is zoned for single family use by the laws and regulations of the City of Plano located in Collin County, Texas at the time of its incorporation in 1990.

COHA is very committed to keep Chase Oaks as a "single family residential" community. All means available to COHA will be utilized to maintain this status to avoid the fate of other neighborhoods who failed to enforce their "single family" zoning requirements.

Please contact me at the email address below to discuss this matter in order to avoid problems for your interests and those of the COHA community.

Thank you,
Eric Chamberlain
COHA President
eechamberlain@digichamber.com

January 1, 2017

We need your help to keep Chase Oaks a great place to live and to own your family home.

The Chase Oaks Homeowners Association (COHA) invites you to become an active member! Our annual dues are \$115 per owner occupied or rented household, renewable each January. Your participation helps to keep our HOA dues the lowest in Plano.

The volunteers within COHA work hard for the homeowners and residents of Chase Oaks;

- Operates www.chaseoaksplano.com to keep the entire community informed about all crime watch bulletins, community events and the latest news
- Negotiated with the City of Plano to cancel the walking trail extension which would have intruded on the homeowners' privacy, their safety, and hurt our neighborhood's property values along Water Oak Drive.
- Reached an agreement with the City of Allen for the safety of our Water Oak Drive home owners from golf ball damage along hole number eight of the golf course. (Oakbrook Drive)
- Beautification of our community through flowers, trees, lighting, mowing, and watering of our front entrance. Some 70% of COHA's annual budgeted expenses are spent on the weekly maintenance of common areas. After two summers of drought, twenty new foster folly trees were planted this spring to replace those fosters that did not survive.
- Lead the efforts for the neighborhood crime watch program, lost pets retrieval, and safety education.
- Distributes an annual Resident Directory with contact information for dues paying members.
- Runs an annual Community Garage Sale and a "Meet Your Neighbors" Golf Course Tour in June
- The COHA 2016 Budget is available for review at www.chaseoaksplano.com.

Please note that all COHA Board Members, Officers, and Committee Members serve voluntarily and without pay. No homeowners' dues are spent for meals or beverages at any COHA meetings. Your contribution through payment of COHA dues will help us to accomplish our goals of keeping property values high, promoting neighborhood safety, and providing activities for the entire community to enjoy participating in.

We encourage you to become a member or renew your COHA membership to make a difference! Please call us with your questions, Co-Presidents Eric (214-460-5975) and Susan (972-517-8852) Chamberlain. Please email us at echamberlain@digichamber.com.

Your 2017 payment of \$ 115.00 COHA dues payment can be made via PayPal which can be found on our web site at www.chaseoaksplano.com.

Thank you for your assistance in helping to make Chase Oaks a great neighborhood for everyone's families.

Eric & Susan Chamberlain / 2017 COHA Presidents
echamberlain@digichamber.com