

**Declaration of Restrictive Covenants of  
LOVE LAKE ESTATES**

**Effective Date:** JUNE 1, 2022

**Declarant:** Love Lake Farm, L.P., a Texas limited partnership

**Declarant's Address:** 8305 Sovereign Row  
Dallas, Texas 75247

**Property:** Being 52.79 total acres, more or less, out of the Samuel Hewes Survey, Abstract No. 481, Fannin County, Texas, being part of the part described in the Deed to Love Lake Farms, L.P., dated June 24, 2003, and filed of record in Volume 1024, Page 814, of the Official Public Records of Fannin County, Texas, and being more particularly described and depicted in six (6) separate tracts or lots attached hereto as **EXHIBIT "A"** and incorporated herein by reference for all purposes, which land may hereafter be called or known as **LOVE LAKE ESTATES**.

**DEDICATION OF PUBLIC RIGHT-OF-WAY AND ACCESS**

Tract 6 of the herein described property, which adjoins County Road 2625 along Tract 3, Tract 4, and Tract 5 of the herein described property, is hereby dedicated as a public right-of-way for the purposes of ingress and egress, and as an easement for utility construction and maintenance, for the benefit of the lots or tracts described herein.

**Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Love Lake Farm, L.P., a Texas limited partnership, 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 in EXHIBIT "A" attached hereto.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property attached hereto as EXHIBIT "A".

"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.

"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**

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; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of swine or poultry. The keeping of common domesticated household pets, such as dogs and cats, is NOT prohibited, but not to exceed 3 confined to a fenced yard or within the Residence; nothing herein shall be construed as prohibiting horses, cattle, or other similar livestock;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except –
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and



- ii. political signage not prohibited by law;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence; and

**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.

2. *Residences and Structures*

- a. *Building Set Back.* All buildings shall be constructed no less than 150.0 feet from the front Lot line, and 100.0 feet from a side or back Lot line.
- b. *Maximum Height.* The maximum height of a Residence is 35.0 feet.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1800 square feet.
- d. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 45 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Lot restored to a clean and attractive condition.
- e. All animal barns, sheds, lean-tos and/or out buildings are to be built in the back of the home and not within one hundred (100.0) feet of the residence, and not within one hundred (100.0) feet of the side lot lines.

3. *Building Materials for Residences and Structures*

*Exterior Walls.* All Residences must have at least 50 percent of their exterior walls, including exposed foundation, of stone or brick or masonry.

4. *Barndominium Allowed*

Nothing contained in the Declaration shall be construed as prohibiting construction of a "barndominium" provided all other Construction standards are satisfied.

**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 80 percent of the Owners.

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. *Presuit 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.

8. *Association.* The Owners of all 5 lots in the Subdivision may authorize the formation of an association of Owners ("Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedicator Instruments").

If an Association is formed, every Owner will be a member and agrees to comply with the Dedicator Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas



nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Lots. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

Love Lake Farm, L.P., a Texas limited partnership

By: \_\_\_\_\_  
Joe Hafertepe, General Partner

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Joe Hafertepe in his capacity as General Partner of Love Lake Farm, L.P., a Texas limited partnership, and on behalf thereof.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, please return to:

Love Lake Farm, L.P.  
8305 Sovereign Row  
Dallas, Texas 75247