

COVENANTS, CONDITIONS AND RESTRICTIONS
For
PROVIDENCE POINT ADDITION
an Addition to Collin County, Texas

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COLLIN §

THAT **BLUE PENNY CLAIMS, LLC**, a Texas limited liability company ("Owner") is the owner in fee simple of the following property:

Being Lot ALL, in Block ALL, of PROVIDENCE POINT, PHASE 1, an Addition to Collin County, Texas, according to the Map thereof recorded in Volume 2020, Page 50, of the Map Records of Collin County, Texas.

(the "Property")

THAT Owner wishes to impose certain restrictions, covenants and conditions upon the Property; THEREFORE, IN CONSIDERATION OF THE FOREGOING, Owner hereby declares the Property to be subject to the following covenants, conditions and restrictions (these "Restrictions"):

1. All lots shall be used for residential purposes only, and only for the construction, maintenance, use and occupancy of a single family residence on each lot. A single guest house that meets all requirements of this document and of Collin County building regulations is also allowed. Up to three outbuildings, (such as metal workshops, sheds, etc.) may be installed separate from any house or guest house. Outbuildings must be in good condition without any rust or worn down roofing or siding materials, and outbuilding colors must not detract from the general comeliness of the subdivision.
2. Square Footage Requirements: Any improvements on any lot shall contain no less than 1600 square feet of air-conditioned living space (not applicable to the guest house as long as the primary house is already built and meets the 1600 square foot requirement).
3. House and Guest House Building Requirements:
 - a. Roofs must have a minimum 8/12 roof pitch except for eyebrows or shed roof portions, which must be at least a 4/12 roof pitch.
 - b. Architectural grade composite shingles, or metal roofs are required. Roof colors must be neutral and must not detract from the general comeliness of the subdivision.
 - c. No vinyl siding is permitted.

- d. Each lot owner must use the USPS box assigned to it by USPS on the group mailboxes positioned throughout the subdivision.
- 4. All driveways must be paved in concrete and be paved all the way to the street. Any driveways that extend to outbuildings or guest homes must also be done in concrete; no gravel, grass, dirt, asphalt, or other drives allowed.
- 5. Other Deed Restrictions:
 - a. No commercial livestock, including swine, is permitted to be raised on any part of the Property. No swine shall be allowed for any purpose.
 - b. No commercial dog kennels or dog breeding operations are permitted on any part of the Property.
 - c. No "ham" radio towers, or other similar transmitting or receiving structures, which are taller than 20 feet from the ground, shall be permitted on any part of the Property.
 - d. Lawns must be maintained and manicured to a height below 6 inches at all times, and lots must be kept free of debris. Lots and homes, guest homes, and outbuildings constructed thereon must not become unsightly. The ditch in front of each homesite is part of the lot, and is owned by, and must be manicured and maintained by the lot owner. If a Collin County approved and recorded drainage pond or area, or drainage easement or detention area (with its accompanying concrete flume or any pipes) exists in the boundary of a lot, the Lot Owner must maintain that structure; the Lot Owner cannot change it and must mow grass that is around it, etc.).
 - e. No trailers and no mobile, modular, or manufactured housing units are permitted on any part of the Property.
 - f. No chain-link fences are permitted on any part of the Property. No fences are permitted that are made only of metal stakes and wire. Any wood, wrought-iron, or other fences must not be higher than 8 feet tall, measured from the ground.
 - g. Homes, guest homes, and outbuildings shall be well-maintained, including paint and siding materials used thereon, and shall not become unsightly. Exterior colors (whether paint, stone, brick, etc.) must not be extreme in style or detract from the comeliness of the subdivision.
 - h. Decorative streetlamps have been installed at each lot with a photo-sensor that will turn the lights on and off automatically. Each builder must supply power from the home/lot to their respective streetlamp and hook it up. Each builder and EACH lot owner shall be REQUIRED to always keep power on to the streetlamps 24 hours a day (because they are on photosensors and will thereby automatically turn on and off) and each lot owner is responsible for the ongoing cost of electricity for so doing and MUST maintain the light and keep a functioning light bulb in the light at all times and thereby keep the light on during the dark hours of night.
 - i. No vehicles are allowed on blocks; no vehicles are allowed to be parked on lawns.

4. Definitions. For purposes of these Restrictions, the following definitions shall apply and be incorporated into this instrument:

- a. "Lot" shall mean any platted lot that is part of the Property.
- b. "Lot owner" shall mean each and every fee simple owner of a Lot.

c. "House" or "Guest House" "homesite" shall mean any residential improvements constructed on a Lot intended which are intended for occupancy.

5. Miscellaneous

a. Any violation of these covenants shall be actionable at equity by the Owner or its successors or assigns, and also by any owner of a fee simple interest in all or any part of the Property, who shall be entitled to injunctive relief for any violations of these restrictions, as any such violation shall be deemed to not have any adequate remedy at law.

b. It is understood and specifically intended that these covenants, conditions and restrictions may be more restrictive than any existing restrictions or amendments thereto relating to the Property, or other restriction, code, ordinance, law, statute, rule or regulation imposed by any federal, state, or municipal authority. These covenants, conditions and restrictions shall be supplemental and in addition to any existing restrictions and amendments thereto relating to the Property, and any restriction, code, ordinance, law, statute, rule or regulation imposed by any federal, state or municipal authority.

c. These covenants, conditions and restrictions shall run with the land, and shall burden, bind the benefit the Property, and all purchasers and owners thereof.

d. A party, in any legal proceeding brought to enforce or in relation to this instrument, shall be entitled to recover all of their court costs, reasonable attorney's fees, and all other reasonable litigation expenses.

e. If any provision of this instrument is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this instrument shall be construed and enforced as if the invalid, illegal, or unenforceable provision is severed and deleted from this instrument.

f. Unless the context requires otherwise, words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

g. This instrument and the rights, duties, obligations, and privileges created hereby, shall bind and inure to the benefit of the respective parties, their heirs, beneficiaries, legatees, devisees, personal representatives, successors, and assigns.

h. This instrument, when executed, shall be filed of record in the Deed Records of Collin County, Texas, so that all purchasers and owners of the Property are put on notice of these conditions and restrictions.

i. The foregoing conditions and restrictions shall remain in full force and effect for ten (10) years from the effective date hereof and the same shall be automatically extended for successive periods of ten (10) years unless 70% of owners of the Property (including Phase 2 wherein these same restrictions will be recorded) agree in writing to amend or rescind, in whole or in part, said conditions and restrictions.

EXECUTED to be effective THIS 20 DAY OF March, 2020.

OWNER:

BLUE PENNY CLAIMS, LLC
a Texas limited liability company

by: 

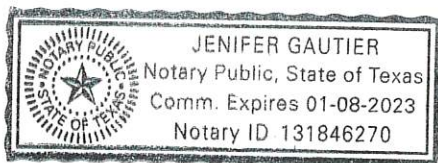
Stephen C. Cope, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Stephen C. Cope, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me he executed the same in consideration of the foregoing provisions contained therein and for the purposes therein expressed, in his capacity as Co-Operating Manager of Blue Penny Claims, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of MARCH, 2020.




Notary Public, State of Texas

Printed name: Jenifer Gautier

Commission expires: 1/8/2023