

COVENANTS, CONDITIONS, AND RESTRICTIONS

For
Bear Creek

an Addition to Collin County, Texas

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COLLIN

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

WILLIS ROGERS SURVEY, ABSTRACT NO. 748, 70.52 Acres

(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 2000 square feet of air-conditioned living space (not applicable to the guest house if the primary house is already built and meets the 2000 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. Exceptions may be made by Architectural Review Committee.
 - 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. No Lot shall have an individual mailbox. Each Lot Owner must use the United States Postal Service ("USPS") box assigned to it by the USPS. The USPS boxes will be located at cluster mailboxes positioned throughout the subdivision. The maintenance of the centralized mailboxes will be upon the residents to whom the mailboxes serve.
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. Temporary Architectural Control Committee ("ACC").
 - a. *Establishment*
 1. *Purpose.* The Temporary ACC is established to ensure that Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to these Covenants and Ordinance No. 010323 – Comprehensive Zoning Ordinance Amendment.
 2. *Members and Duration.* The initial ACC board shall be made up of Cope Equities, LLC, Cope Homes, LLC and Blue Penny Claims, LLC. Until the ACC board no longer owns a Lot in the Subdivision, they may not be removed from the ACC. When the ACC Board no longer owns a Lot in the Subdivision, then the ACC shall cease to exist. Regardless of such cessation, any Structure built after the existence of the ACC must conform with all restrictions listed in this document.
 - b. *Plan Review*
 1. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
 - c. *Procedures*
 1. *Complete Submission.* Within 10 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 2. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.
 - d. *No Liability.* The ACC, and its board members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.
6. *Construction of Residence.* Construction of the Residence must commence within 18 months of the acquisition of a Lot from Declarant. Construction of the Residence must be completed before the earlier of (i) 18 months of the commencement of construction, or (ii) 36 months after the acquisition of the Lot from Declarant.

IN THE EVENT THAT THE LOT OWNER FAILS TO COMMENCE CONSTRUCTION OF THE RESIDENCE WITHIN 18 MONTHS OF THE COMMENCEMENT OF CONSTRUCTION AND/OR FAILS TO COMPLETE CONSTRUCTION OF THE RESIDENCE BEFORE THE EARLIER OF (I) 18 MONTHS OF THE COMMENCEMENT OF CONSTRUCTION, OR (II) 36 MONTHS AFTER THE ACQUISITION OF THE LOT FROM DECLARANT, THEN LOT OWNER SHALL PAY DECLARANT \$1,000.00 PER MONTH UNTIL CONSTRUCTION OF THE RESIDENCE IS COMPLETED.

7. Other Deed Restrictions:

- a. No commercial livestock, including swine, goats, sheep, cows, horses, 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. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Lawns, pastures, drainage easement area(s), drainage pond(s), drainage culvert(s) and detention area(s) must always be maintained and manicured to a height below 6 inches and must otherwise be maintained as required by Collin County, and as described in Appendix A.
- d. 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.
- e. 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. 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 cannot change it and must mow grass that is around it, etc.
- f. No semi-trucks or trailers or their cabs, and no mobile, modular, or manufactured housing units are permitted on any part of the Property.
- g. The only permissible fencing materials are side-by-side wood, board-on-board wood (privacy), or wrought iron, with the exception of the front perimeter fence along Highway 6, installed on lots A-1, B-1, and B-2. Fences must not be higher than 8 feet tall, measured from the ground.
- h. 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.
- i. No vehicles are allowed on blocks; no vehicles are allowed to be parked on lawns.
- j. Recreational vehicles and boats must be parked on a concrete pad on the lot. They cannot be parked on the streets.

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

9. 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 restrictions, 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. However, any city ordinance that conflicts with these CCRs shall take precedence over these CCRs
- 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 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 insure 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 agree in writing to amend or rescind, in whole or in part, said conditions and restrictions.

Cope Equities, LLC, a Texas limited liability company

Stephen C. Cope, Managing Member

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on _____, _____, by Stephen C. Cope, a Managing Member of Cope Equities, LLC, on behalf of Cope Equities, a limited liability company.

Cope Equities, LLC, a Texas limited liability company

Mark A. Cope, Managing Member

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on _____, _____, by Mark A. Cope, a Managing Member of Cope Equities, LLC, on behalf of Cope Equities, a limited liability company.