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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RANCHES ON COPPER CREEK

This Declaration of Covenants, Conditions, and Restrictions is made by Dale Robinson, Cathy Lynn Robinson, Donald J. Denton and Cheryl R. Denton (collectively referred to herein as "Declarant"), whose mailing address is P.O. Box 116, Whitesboro, Texas 76273.

Recitals

1. Declarant is the owner of all of that certain real property (the "Property") located in Grayson County, Texas, described as follows:

All of that certain real property located in Grayson County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the property and its value over a long period.

3. The purpose of these restrictions is to insure the use of the Property for residential purposes only, to prevent nuisances, to prevent the impairment of the value of the Property, and to maintain the desired character of the community, and thereby secure to each owner of lots that constitute the Property the full benefit and enjoyment of his or her lot, with no greater restriction on the free and undisturbed use of his or her lot than is necessary to insure the same advantages to the other lot owners.

4. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

5. Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions covenants and conditions.

ARTICLE 1

Definitions

1.01 Developer. "Developer" means Declarant and their, heirs, representatives, successors and assigns.

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1.02 Lot. "Lot" means any of the plots of land shown on the Plat and subdivision map recorded in Volume __, Page __ of the Official Plat Records of Grayson County, Texas (the "Plat").

1.03 Owner. "Owner" means the record owner or owners, whether one or more persons or entities, of the fee simple title to any Lot or portion of any Lot on the Property. "Owner" includes contract sellers, but excludes persons having only a security interest.

1.04 Association. "Association" means an incorporated or unincorporated association, to be known as The Ranches on Copper Creek Homeowners' Association, consisting of all Owners, which shall have the duty of maintaining, operating, and managing the common area provided for in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

1.05 Board. "Board" means the Board of Directors of the Association.

1.06 Common Area. "Common Area" shall mean the entire Property, except the Lots, subject to all easements and rights described in this Declaration.

ARTICLE 2

Architectural Control

2.01 Architectural Control Committee. Developer shall designate and appoint an Architectural Control Committee, consisting of not less than three qualified persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot or any part of the Property, the Architectural Control Committee shall serve at the pleasure of the Board.

2.02 Approval of Plans and Specifications. The Architectural Control Committee must review and approve in writing all of the following projects on the Property: (a) Construction of any building (specifically including, without limitation, all single family dwellings, Outbuildings and garages), fence, wall or other structure; and (b) Any exterior addition, change, or alteration in any building, fence wall or other structure. Notwithstanding the foregoing, until such time as the Developer no longer owns any Lot or any part of the Property, nothing herein shall require the Developer to make any submission to the Architectural Control Committee.

2.03 Application for Approval. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit a written application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work. In addition, the written application for any single family dwelling must include detailed house plans, including the proposed site plan.

2.04 Standard for Review. The Architectural Control Committee shall review

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applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards.

2.05 Failure of Committee to Act. If the Architectural Control Committee fails either to approve or reject an application for proposed work within ninety days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

2.06 No Construction Prior to Approval. No construction may be commenced on any Lot without the prior written Approval of the Architectural Control Committee. Once approval has been obtained, construction on any Lot must generally conform to the approved plans.

2.06 Variances at Discretion of Developer. Notwithstanding anything in this Declaration to the contrary, for so long as the Developer owns any Lots, the Developer may permit any variance from the requirements of this Declarations, at his sole discretion.

ARTICLE 3

Exterior Maintenance

3.01 No Owner shall do anything with any Lot which would render it unattractive, unsightly, or a nuisance to the Lots or Owners.

ARTICLE 4

Use Restrictions and Architectural Standards

4.01 Residential Use Only. All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than two natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Developer shall also have the right to continue to use any and all unsold Lots for agricultural purposes.

4.02 Type of Buildings Permitted. No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling. Every single family dwelling unit on any Lot shall be constructed of permanent type construction. Except as may be otherwise approved in writing, in advance, by the Architectural Control Committee any single family dwelling on any Lot shall conform to the following requirements:

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- A. It is specifically prohibited to cover the exterior with vinyl or aluminum siding; except that vinyl or aluminum may be used to cover soffit, fascia, end or rear gables.
- B. It is specifically prohibited to cover the exterior of any such single family dwelling with imitation brick or similar materials.
- C. All outside materials must be new, except that used brick, stone or ornamental objects may be used. It is not required that the exterior of the home on any Lot be of brick construction.
- D. No mobile or modular homes or previously used dwelling or accessory building shall be placed on any Lot.
- E. No open foundations or unsightly methods of construction shall be permitted on any Lot.
- F. All concrete block foundations shall be covered with brick, plaster.
- G. Every single family dwelling shall also have a fully enclosed garage or carport matching the house, and be of sufficient size for at least two automobiles.
- H. Any single family dwelling must have an interior heated ground floor area (whether level or split) of not less than 1,500 square feet (exclusive of open or screened porches or breezeways, terraces, patios, driveways, carports, and garages).
- I. All exterior windows of any single family dwelling shall be of wood or vinyl construction.
- J. All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots, and over-all community appearance.
- K. The total ground area occupied by any dwelling shall be exceed twenty percent of the total area of the Lot.
- L. All driveways shall be paved with concrete, gravel or asphalt paving.

4.03 Setbacks. No building shall be located on any Lot shall be located within one hundred feet of the front line of the Lot or within fifty feet of the side line of the Lot; provided, however, that if there is a conflict between the setback line established in this paragraph of this Declaration, and any setback line as shown on any recorded plat for the Lot, then such plat setback line shall control. The terms of this paragraph shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

4.04 Outbuildings. The Owner may also have on the Lot such other buildings and

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structures customarily used as outbuildings ("Outbuildings") for a single family dwelling unit, provided that such Outbuildings are constructed in a permanent nature and in a similar design and with materials similar to the single family dwelling on any such Lot; provided, however, that any barn or shop building may be constructed of approved metal.

4.05 Developer's Facilities. Developer (as well as any other person engaged in the construction and sale of residences on the Property with the express written permission of the Developer), shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas. No other temporary residence or other temporary structure shall be used on any Lot.

4.06 Fencing. All fencing must be approved by the Architectural Control Committee. No chain link fences are permitted. No fence shall be erected beyond the front setback line of any Lot. No fence on any corner Lot shall extend past the minimum setback requirement of either street. With respect to the exterior of the entire property or on any roadway border within the entire property, any fence constructed by any Owner must be a white vinyl or pipe and cable construction, with eight foot spacing between the posts.

4.07 Construction Requirements. Construction of any single family dwelling on any Lot shall be complete within twelve months of the commencement of construction. During the period of actual construction of any single family dwelling on any Lot, the Owner shall require all contractors, subcontractors, and/or workmen furnishing services or materials to the Lot to keep the Lot and any other of the Property reasonably free of trash and construction debris.

4.08 Utilities. All electrical service lines, telephone lines, and cable television lines shall be located underground within 175 feet of the residence. The Owner shall be responsible for the cost of labor and materials in placing such utility lines underground from the street to the dwelling, as provided herein, on the Lot. To the extent that the Developer may furnish or otherwise construct utilities, or future utility services, the easements necessary for the same shall not be unreasonably withheld by any Owner.

4.09 Reserved.

4.10 Resubdivision or Consolidation. No Lot shall be resubdivided or split.

4.11 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, tree, flowers, or to other property of the Owner situated in the easement.

4.12 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

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4.13 Prohibited Residential Uses. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently; except that shops or garages with apartments may be used as a temporary residence during construction of the primary residence..

4.14 Signs. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and the sales period, to construct and maintain signs advertising the construction and sale.

4.15 Oil Development and Mining Prohibited. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, or permitted on any Lot.

4.16 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

4.17 Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the appropriate public authorities. Approval of the system as installed shall be obtained from that authority.

4.18 Water Supply. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the appropriate public authorities. Approval of the system as installed shall be obtained from that authority.

4.19 Animals. The only permitted animals on any Lot shall be cattle, horses and common household pets, such as dogs and cats. Permitted animals such as horses, dogs and cats shall be kept, stabled or penned. All such animals must be confined on the Owner's Lot in accordance with local ordinances and State law. Under no circumstances are sheep, goats, hogs or swine, of any type, allowed on any Lot. No kennels shall be permitted on any Lot.

4.20 Fences, Walls, Hedges, and Utility Meters. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

4.21 Abandoned Vehicles. No inoperable or damaged vehicles shall be parked or maintained on any Lot unless the same is within an enclosed garage.

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4.22 Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except that this paragraph shall not prohibit the use of any Lot for equine or cattle sales and/or breeding.

ARTICLE FIVE

Easements

5.01 Reservation of Easements. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE SIX

Association

6.01 Creation. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

6.02 Transfer of Membership. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be otherwise assigned, pledged, or transferred in any other way, although an Owner may delegate his vote in any Association matters by proxy duly signed by all Owners of a Lot. Any attempt to make a prohibited transfer shall be void.

6.01 Management of Association. The Association may be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration. The initial Board members shall be appointed by the Developer.

6.04 Membership Voting, Elections, and Meetings. Except as provided in the following sentence, there shall be one vote for each Lot. For so long as the Developer owns Lots, each Lot owned by the Developer shall be entitled to three votes. There shall be at least one meeting of the membership each year, but the failure to hold any such meeting shall not invalidate the Association. At that meeting, the Owners shall elect a Board consisting of three directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board of any Owner wishes to bring before the entire membership.

6.05 Duties and Powers of Board. Through the Board, the Associations shall have the

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following powers and duties:

- (A) To adopt rules and regulations to implement this Declaration and the Association's bylaws;
- (B) To enforce this Declarations, the bylaws, its rules and regulations;
- (C) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board;
- (D) To delegate its powers to committees, officers, or employees;
- (E) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;
- (F) To establish and collect regulate assessments to defray expenses attributable to the Associations's duties, to be levied against each Owner, excluding the Developer;
- (G) To establish and collect special assessments for capital improvements or other purposes to be levied against each Owner, excluding the Developer;
- (H) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens;
- (I) To receive complaints regarding violations of this Declaration, the bylaws, or the rules an regulations and to remedy them as deemed appropriate;
- (J) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations;
- (K) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;
- (L) To hold regular meetings of the Board;
- (M) To manage and maintain all of the Common Area in a state of high quality and in good repair;
- (N) To pay taxes and assessments that are or could become a lien on the Common Area;
- (O) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board;
- (P) To do such other and further acts as may be necessary for the proper functioning of

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the Association.

ARTICLE SEVEN

General Provisions

7.01 Enforcement. The Developer, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

7.02 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.03 Covenants Running With the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

7.04 Duration and Amendment The covenants, conditions, and restrictions of this Declaration shall be effective for a term of thirty (30) years from the date these Declarations are recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by those owning more than 75 percent of the Lots. Neither any amendment nor any termination shall be effective until recorded in the Official Real Property records of Grayson County, Texas, and all requisite governmental approvals, if any, have been obtained.

7.05 Attorney's Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

7.06 Parties Bound. This Declaration shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as may be otherwise provided in this Declaration.

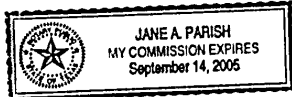
7.07 Legal Construction. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then that invalidity, illegality, or unenforceability shall not affect any other provision in this Declaration,

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STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, the undersigned authority on this day personally appeared Cheryl R. Denton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of January, 2002 ^{3rd}

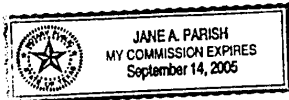


Jane A. Parish
Notary Public, The State of Texas

STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, the undersigned authority on this day personally appeared Dale Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of January, 2002 ^{3rd}



Jane A. Parish
Notary Public, The State of Texas

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and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained within it.

Executed this the 15th day of January, 2007^{3rd}, in Grayson County, Texas.

Donald J. Denton
Donald J. Denton

Dale Robinson
Dale Robinson

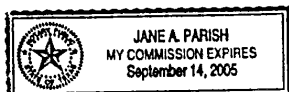
Cheryl R. Denton
Cheryl R. Denton

Cathy Lynn Robinson
Cathy Lynn Robinson

STATE OF TEXAS §
COUNTY OF GRAYSON §

Before me, the undersigned authority on this day personally appeared Cathy Lynn Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of January, 2007^{3rd}



STATE OF TEXAS §
COUNTY OF GRAYSON §

Jane A. Parish
Notary Public, The State of Texas

Before me, the undersigned authority on this day personally appeared Donald J. Denton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of January, 2007^{3rd}



Jane A. Parish
Notary Public, The State of Texas

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Grayson County

On: Jan 15, 2003 at 03:24PM

As a
Recordings

Document Numbers 0001392

Amount 31.00

Receipt Number - 130686

By
LINDA PIERCE

STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Grayson County
as stamped hereon by me.

Jan 15, 2003

Milna Blackshear Bush, County Clerk
Grayson County