

COVENANTS, CONDITIONS AND RESTRICTIONS
For
LIBERTY SQUARE ADDITION
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:

Being Lots 1 through 14, in Block A, and Lots 1 through 23, in Block B, of LIBERTY SQUARE, an Addition to the Collin County, Texas, according to the Map thereof recorded in Volume 2018, Page 810, 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 or sheds may be installed separate from any house or guest house.
2. Square Footage Requirements: Any improvements on any lot shall contain no less than 2,000 square feet of air-conditioned living space (not applicable to any guest House as long as the primary House is already constructed and meets these square footage requirements).
3. Building Requirements:
 - a. Any roofs must have a minimum 8/12 roof pitch.
 - b. Architectural grade composite shingles are required.
 - c. No vinyl siding is permitted.
 - d. The front façade of any of house must be approximately 90% brick, stone, or stucco. If a house is located on a corner lot, this requirement only applies to the front of the house that faces the street on which it is addressed.
 - e. Each lot owner must use the USPS box assigned to it by USPS on the group mailboxes positioned throughout the subdivision.
 - f. All driveways must be paved all the way to the street (no gravel or dirt drives).

4. Other Deed Restrictions:

- a. Construction of improvements upon any lot must begin within six (6) months of the filing of the deed conveying title to such lot, subject to any written exception or waiver by Owner of this deadline.
- b. No commercial livestock, including swine, is permitted to be raised on any part of the Property. No swine shall be allowed for any purpose.
- c. No commercial dog kennels or dog breeding operations are permitted on any part of the Property.
- 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 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 maintained by, the lot owner.
- f. No mobile, modular, or manufactured housing are permitted on any part of the Property.
- g. No chain-link fences are permitted on any part of the Property. Any wood, wrought-iron, or other fences must not be higher than 8 feet tall, as measured from the ground.
- h. Homes, outbuildings or sheds, or additional buildings shall be well-maintained, including paint and siding materials used thereon, and shall not become unsightly.
- i. 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 future lot owner shall be required to always keep power on to the streetlamps, and each lot owner is responsible for the ongoing cost of electricity for the same and must maintain the light and keep a functioning light bulb in the light at all times and keep the light on during the dark hours of night.
- j. No vehicles on blocks or vehicles parked on front or side 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 "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 all owners of the Property agree in writing to amend or rescind, in whole or in part, said conditions and restrictions.

EXECUTED to be effective THIS 60 DAY OF NOVEMBER, 2018.

OWNER:

COPE EQUITIES, LLC
a Texas limited liability company

by:


Stephen Cope, Managing Member