

BEAR VALLEY RANCH SUBDIVISION

SUMMARY OF COVENANTS AND RESTRICTIONS

IMPORTANT NOTICE: THE FOLLOWING IS A GENERAL OVERVIEW OF SOME OF THE COVENANTS AND RESTRICTIONS AT BEAR VALLEY RANCH SUBDIVISION AND IS IN NO WAY AN EXHAUSTIVE OR COMPREHENSIVE LIST OR DESCRIPTION. BY ITS VERY NATURE, THIS SUMMARY GENERALIZES THE COVENANTS AND RESTRICTIONS AND OMITTS IMPORTANT INFORMATION CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BEAR VALLEY RANCH SUBDIVISION (the “DECLARATION”). THIS SUMMARY SHALL NOT BE CONSIDERED AS A SUPPLEMENT TO, OR AN INTERPRETATION OF, THE ACTUAL COVENANTS AND RESTRICTIONS. OWNERS, POTENTIAL OWNERS, AND OTHERS INTERESTED IN OR DEALING WITH TRACTS IN THE BEAR VALLEY RANCH SUBDIVISION SHALL NOT RELY ON THIS SUMMARY, AND MUST READ THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN FULL IN ORDER TO BE APPRISED OF THE COVENANTS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS AFFECTING OWNERS AND TRACTS AT THE SUBDIVISION.

SUMMARY

1. Triple Oaks Partners, Ltd. is the Declarant (e.g., the developer of the Subdivision).
2. The initial Common Areas consist of the roads and the entry way. Under certain circumstances, some portions of the perimeter fences of the Subdivision may be considered “Common Area”. “Common Areas” will be maintained by the Association.
3. All streets and roadways of the Subdivision will be private roads.
4. Roadway, utility, drainage, access and other easements affecting the Tracts at the Subdivision are reserved by the Declarant in favor of the Declarant, the Association and others (such as utility providers).
5. There will be an owner’s association – the “BVR Owners Association, Inc.” (the “Association”). Every Owner of a Tract will be a member of the

Association. The voting rights of Members will be set forth in the Declaration and in the Bylaws of the Association.

6. The Association will be managed by its Board of Directors.
7. The Board of Directors of the Association will be appointed by the Declarant until "Turnover" occurs as set forth in the Declaration. When "Turnover" occurs, the Members will elect the Board of Directors.
8. The Association may assess regular Annual Assessments and Special Assessments as provided for in the Declaration. The initial Annual Assessments will be \$250.00 per Tract for each Tract owned by persons other than the Declarant, and \$10.00 per Tract for each Tract owned by the Declarant. The amount of the assessments may be changed by following the procedures set forth in the Declaration.
9. Summary of Building Restrictions:
 - a. There will be an Architectural Review Committee (the "ARC"). No building, structure, or other "Improvement" can be constructed, erected or placed on a Tract unless the Improvement has been approved the ARC. "Improvement" is defined broadly by the Declaration and Owners are encouraged to contact the ARC well in advance of commencement of any work on a Tract. The procedures for obtaining ARC approval of an Improvement are set forth in detail in the Declaration.
 - b. Not more than 1 single family residence may be constructed on a Tract.
 - c. The residence must be constructed before any other buildings or structures, with the exception of barns, pens, fences, wells, well houses and similar improvements.
 - d. An RV enclosure may be constructed after the residence is completed on certain tracts under certain conditions.
 - e. The residence must contain a minimum of 2000 square feet of "living area" – the area of the dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages and basements.
 - f. The exterior of structures must be constructed of wood, Masonite or comparable material, rock, stone, stucco, masonry and certain metal products (if such metal products are approved by the ARC).
 - g. The exterior of a structure must be completed not later than 24 months after the ARC issues a building permit.
 - h. All dwellings must be newly constructed and erected on site.

- i. RVs, travel trailers, buses, mobile homes, modular homes, pre-manufactured homes and/or industrial-built homes are not permitted on any Tract; except that RVs, travel trailers, and buses may be permitted on certain Tracts under certain conditions, as specified in the Declaration.
 - j. Improvements must be no more than two stories and no more than thirty-five (35) feet in height.
 - k. Roofs must be constructed of wood shakes or shingles (fire retardant), metal, flat concrete or ceramic tiles, unless otherwise approved by the ARC.
 - l. The walls or sides of any carport, garage, barn, stable, RV enclosure, or other storage building, visible from any streets that abut a Tract must be “permanently enclosed” (as defined in the Declaration) to prevent viewing of the interior of such building from the street or streets.
 - m. Additional building restrictions concern fences, solar panels, solar collection devices, water collection devices, external antenna, satellite dishes, telecommunication equipment, swimming pools, utility lines and equipment, signage and drainage, among other things.
10. Setbacks – Nothing can be stored, installed or erected on any Tract within the building setbacks shown on the diagram attached to the Declaration.
11. Summary of Use Restrictions:
- a. All Tracts must be used for single family residential purposes, and not for any commercial purpose, with the exception of:
 - i. Certain agricultural uses described in and permitted by the Declaration;
 - ii. Certain bed and breakfast uses described in and permitted by the Declaration.
 - b. All livestock, pets and poultry must be provided shelter and must be kept under fence within the boundaries of a Tract. This restriction does not apply to unsold Tracts owned by the Declarant.
 - c. The Declarant and the Association will have the right to graze cattle or livestock on an Owner’s Tract until such time as such Owner has fenced such Owner’s Tract.
 - d. No churches may be located on a Tract.
 - e. Prior to the construction of the principal dwelling, an Owner will be permitted to camp on the Owner’s Tract, for not more than ten (10)

consecutive calendar days, and not more than forty (40) total calendar days in any one calendar year.

- f. Abandoned or inoperative equipment, vehicles or junk will not be permitted on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous material, may not be buried or disposed of on any Tract.
 - g. Noxious or offensive activity will not be permitted on any Tract, nor any activity which would be considered an annoyance or nuisance to other Owners.
 - h. Trash cans, garbage cans and other trash receptacles may be temporarily placed in front of a Tract for pick up and disposal by a waste disposal service; however, such items may not be placed in front of a Tract more than 24 hours prior to the scheduled pickup time of such waste disposal service, and must be removed within 24 hours after the scheduled pickup time.
 - i. Mining, exploration or extraction will not be permitted on any Tract. Production of water for sale or use outside an Owner's Tract will not be permitted.
 - j. No hunting is allowed. No discharge of firearms is allowed (other than shotguns). No prolonged or persistent discharge of permitted firearms is allowed.
 - k. No trapping of animals is permitted, except under certain circumstances.
12. Resubdivision of a Tract – Resubdivision of a Tract into smaller tracts is not permitted, with the exception of Tracts owned by the Declarant.
13. Care of Natural Elements – The Declaration contains covenants and restrictions intended to protect the natural elements of the Subdivision. These include prohibitions against overgrazing and deforestation, and covenants regarding the prevention and control of “Oak Wilt” and “Oak Decline”.
14. The Declaration includes other provisions concerning (i) ARC procedures; (ii) the rights and remedies available to enforce compliance with the Declaration (including the imposition of a lien to secure assessments on an Owner's Tract, as well as certain rights of “self help” available to the Declarant and the Association); (iii) the right of the Declarant to add land to and create additional roads in the subdivision; and (iv) the procedures required to amend the Declaration.