

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
VILLAGE AT FOUR CORNERS**

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VILLAGE AT FOUR CORNERS

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RANDALL

§

§

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VILLAGE AT FOUR CORNERS (the "Restrictions") is made by JONATHAN LAIR, INC., a Texas corporation ("Declarant"), for the purposes herein set forth as follows:

PREAMBLE AND DECLARATION:

A. Jonathan Lair, Inc. is the owner of all of the Property (as defined in Article II) with the exception of the Portion of Property Owned by Others (as defined in Article II).

B. Declarant desires to ensure the preservation of the values of the Subdivision by subjecting the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the Owners thereof. The Restrictions are intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Subdivision.

C. Declarant declares that the Subdivision is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth herein, which:

- (1) are for the purpose of establishing a general scheme for the development of the Subdivision and for the purpose of enhancing and protecting the value, attractiveness and desirability of Lots within the Subdivision;
- (2) run with title to the property within the Subdivision and are binding on all parties having or acquiring any right, title, or interest in the property within the Subdivision or any part thereof; and
- (3) inure to the benefit of each Owner of property within the Subdivision.

D. Declarant formerly owned the Portion of Property Owned by Others and has always intended that such property be subject to these Restrictions. Declarant made such intent known when selling the Portion of Property Owned by Others. To the extent necessary, Declarant intends to request that the owners of the Portion of Property Owned by Others execute and record in the Official Public Records of Randall County, Texas, a document evidencing such owners' consent to these Restrictions.

E. Declarant may, in its sole discretion, without the joinder of any other person, subject tracts of land that are contiguous to the Property to these Restrictions by recording in the Official Public Records of Randall County, Texas, supplements to these Restrictions containing the descriptions of such additional tracts.

F. Each Lot is subject to the Master Declaration described in Article II.

G. **IMPORTANT NOTICE:** PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE VILLAGE AT FOUR CORNERS OWNERS ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF VILLAGE AT FOUR CORNERS OWNERS ASSOCIATION, INC. AS A MEMBER OF THE VILLAGE AT FOUR CORNERS OWNERS ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE VILLAGE AT FOUR CORNERS SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSOCIATION ASSESSMENTS (*IN ADDITION TO THOSE ASSESSMENTS REQUIRED UNDER THESE RESTRICTIONS*) LEVIED BY THE VILLAGE AT FOUR CORNERS OWNERS ASSOCIATION, INC. AS SET FORTH IN THE MASTER DECLARATION. EACH OWNER'S ATTENTION IS DIRECTED TO THE MASTER DECLARATION FOR THE SPECIFIC TERMS APPLICABLE TO AN OWNER PURSUANT TO THE MASTER DECLARATION. WHEN THE TERMS OF THE MASTER DECLARATION CONFLICT WITH THE TERMS OF THESE RESTRICTIONS, THE TERMS OF THESE RESTRICTIONS WILL CONTROL.

H. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO THE ASSESSMENT LIEN DESCRIBED IN ARTICLE 3 OF THE MASTER DECLARATION

I. **NOTICE OF STATUTE:** EACH OWNER OF A LOT IS ADVISED THAT SECTION 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.

NOW, THEREFORE, Declarant adopts, establishes and imposes the following covenants, liens and restrictions upon the Subdivision and declares that the Subdivision will be held, owned, leased, transferred, sold, conveyed, used and occupied subject to such covenants, liens and restrictions.

ARTICLE I. PURPOSE

The Subdivision is encumbered by these Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property within the Subdivision; to protect Lot Owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

ARTICLE II. DEFINITIONS

The following words when used in these Restrictions or any supplemental restrictions shall have the following meanings (unless the context shall prohibit):

(a) **"Accessory Buildings"** means outbuildings or accessory buildings, excluding Living Units and including such structures as detached garages, barns, workshops, storage buildings, gazebos, spas, greenhouses, and children's playhouses.

(b) **"ARC"** means the Architectural Review Committee, which is a committee with the authority to grant or withhold architectural approval in accordance with the provisions set forth herein.

- (c) **"Association"** means the Village at Four Corners Owners Association, Inc.
- (d) **"Commercial Building"** means any building located on a Commercial Lot.
- (e) **"Commercial Lots"** means the following Lots within the Subdivision:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1; and

Lots 31, 32, 33, 34, 35, 36, 37, 38, and 39, Block 2

(each a **"Commercial Lot"** and collectively **"Commercial Lots"**), and shall include (i) any of the Undesignated Lots that are subsequently designated as a Commercial Lot in accordance with the procedure set forth in subparagraph (x) below, and (ii) any lots within other tracts of land that Declarant may annex and subject to these Restrictions in the future and designate as Commercial Lots.

(f) **"Declarant"** means JONATHAN LAIR, INC., and its successors and/or assigns who are designated as such in writing by JONATHAN LAIR, INC., and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from JONATHAN LAIR, INC., in the ordinary course of business, shall be considered a "Declarant."

(g) **"Design Guidelines"** means the standards, specifications, and guidelines applicable to construction, placement, location, alteration, landscaping, maintenance, and design of any improvements within the Subdivision and all amendments and supplements thereof.

(h) **"Development Period"** means the period beginning on the date of the Master Declaration and ending on the date when Declarant owns less than 5.0% of the Lots within the Property.

(i) **"Front Yard"** means the entire area between a Living Unit and the street running the entire length of the Living Unit.

(j) **"Living Unit"** means a Single Family residential dwelling situated on a Lot.

(k) **"Lot"** means any lot (each a **"Lot"** and collectively **"Lots"**) shown as a lot on any Plat and improvements located on the Lots, and includes all Commercial Lots, Residential Lots, and Undesignated Lots.

(l) **"Master Declaration"** means the Village at Four Corners Master Declaration dated June 7, 2018, and filed for record in the Official Public Records of Randall County, Texas, and any amendments thereof.

(m) **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot including contract sellers.

(n) **"Occupant"** means each Owner who resides in a Living Unit or occupies a Commercial Building, a bona fide lessee who has an enforceable lease agreement with an Owner and who either resides in a Living Unit or occupies a Commercial Building, and any individual who is otherwise lawfully residing in a Living Unit or occupying a Commercial Building, including purchasers by executory contract or contract for deed.

(o) **"Plat"** means the map or plat of VILLAGE AT FOUR CORNERS UNIT NO.1, filed for record under Clerk's Document Number 2018001743 in the Official Public Records of Randall County, Texas, and any amendment thereof, together with any plats of tracts of land that Declarant chooses to annex and subject to this Master Declaration (each **"a Plat"** and collectively **"Plats"**).

(p) **"Portion of Property Owned by Others"** means the following real property:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, Village at Four Corners Unit No. 1, a suburban subdivision to the City of Amarillo, according to the map or plat thereof recorded under Clerk's File No. 2018001743 of the Official Public Records of Randall County, Texas; and

Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40, Block 2, Village at Four Corners Unit No. 1, a suburban subdivision to the City of Amarillo, according to the map or plat thereof recorded under Clerk's File No. 2018001743 of the Official Public Records of Randall County, Texas.

(q) **"Property"** means the real property described in the attached Exhibit "A".

(r) **"Residential Lots"** means all Lots within the Subdivision other than Commercial Lots and Undesignated Lots that have not been subsequently designated as a Residential Lot in accordance with the procedure set forth in subparagraph (x) below, and shall include any lots within other tracts of land contiguous to the Property that Declarant may annex and subject to these Restrictions in the future and designate as Residential Lots (each a **"Residential Lot"** and collectively **"Residential Lots"**).

(s) **"Restrictions"** means this Declaration of Covenants, Conditions, and Restrictions for Village at Four Corners, and any amendments and supplements hereto made in accordance with the terms hereof.

(t) **"Single Family"** means a group related by blood, adoption, or marriage or a number of unrelated roommates no greater than the number of bedrooms in a Living Unit who are living and cooking together as a single housekeeping unit.

(u) **"Solar Energy Device"** has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as follows: "[A] system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power."

(v) **"Subdivision"** means the Property and any other real property that Declarant may subject to these Restrictions.

(w) **"Undesignated Lots"** means the following Lots, which at the time of the filing of this Declaration have not been designated as "Commercial Lots" or "Residential Lots":

Lots 1, 25, 26, 27, 28, 29, 30, and 40, Block 2.

The owner of Lot 40, Block 2, shall have the right to designate it as a Commercial Lot or Residential Lot by recording in the Official Public Records of Randall County, Texas, a supplement to these Restrictions designating such lot as either a Commercial Lot or a Residential Lot. If the owner of Lot 40, Block 2, does not file a designation, such lot shall be considered a Commercial Lot.

At the time Declarant sells an Undesignated Lot, Declarant shall record in the Official Public Records of Randall County, Texas, a supplement to these Restrictions designating the Undesignated Lot as either a Commercial Lot or a Residential Lot. If Declarant fails to record such a designation at the time an Undesignated Lot is sold, the Undesignated Lot shall be considered a Commercial Lot.

Other terms used in these Restrictions are defined in various provisions hereof.

ARTICLE III. ARCHITECTURAL REVIEW COMMITTEE

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the ARC is hereby established by Declarant to carry out all duties as noted herein with full authority to approve and disapprove and control all construction, development, and improvement activities of any kind (including, without limitation, structures, buildings, hardscape, and landscape) within the Subdivision and to insure that all such activities are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically, and ecologically designed to be compatible with Declarant's conceptual plan for the Subdivision and/or as decided by the ARC.

No Living Unit, Commercial Building, Accessory Building, structure, fence, building, residence, house, garage, or construction of any kind shall be erected, placed, constructed, maintained, modified, redecorated, or altered, and no landscaping or hardscape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include at the discretion of the ARC, but not necessarily be limited to, the following information: floor plans; a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable); exterior lighting and location; landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC and/or Declarant.

The ARC shall review all plans, specifications, and other information which is submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic, and ecological goals of the Subdivision and Declarant, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications that are submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval will be deemed granted.

(o) **"Plat"** means the map or plat of VILLAGE AT FOUR CORNERS UNIT NO.1, filed for record under Clerk's Document Number 2018001743 in the Official Public Records of Randall County, Texas, and any amendment thereof, together with any plats of tracts of land that Declarant chooses to annex and subject to this Master Declaration (each **"a Plat"** and collectively **"Plats"**).

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(s) **"Restrictions"** means this Declaration of Covenants, Conditions, and Restrictions for Village at Four Corners, and any amendments and supplements hereto made in accordance with the terms hereof.

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(v) **"Subdivision"** means the Property and any other real property that Declarant may subject to these Restrictions.

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Other terms used in these Restrictions are defined in various provisions hereof.

ARTICLE III. ARCHITECTURAL REVIEW COMMITTEE

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the ARC is hereby established by Declarant to carry out all duties as noted herein with full authority to approve and disapprove and control all construction, development, and improvement activities of any kind (including, without limitation, structures, buildings, hardscape, and landscape) within the Subdivision and to insure that all such activities are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically, and ecologically designed to be compatible with Declarant's conceptual plan for the Subdivision and/or as decided by the ARC.

No Living Unit, Commercial Building, Accessory Building, structure, fence, building, residence, house, garage, or construction of any kind shall be erected, placed, constructed, maintained, modified, redecorated, or altered, and no landscaping or hardscape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include at the discretion of the ARC, but not necessarily be limited to, the following information: floor plans; a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable); exterior lighting and location; landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC and/or Declarant.

The ARC shall review all plans, specifications, and other information which is submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic, and ecological goals of the Subdivision and Declarant, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications that are submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval will be deemed granted.

The ARC may disapprove the construction or design of any improvement, including the removal of any trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The ARC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction.

During reasonable hours, members of the ARC or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and any buildings or structures thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry.

The ARC shall have the authority to employ professional consultants at the expense of the applicant. The decision of the ARC shall be final, conclusive, and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

Members of the ARC shall not be liable to any person (including Owners and builders) subject to or possessing or claiming any benefits of these Restrictions and the covenants contained herein for any damage or injury to property arising out of their acts hereunder.

During the Development Period, the Declarant shall appoint the members of the ARC, which shall consist of at least three but no more than five members. In the event of the death or resignation of any member of the ARC, Declarant shall have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority.

The ARC may promulgate and publish Design Guidelines, to supplement these Restrictions and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials, and other matters relating to the appearance, design and quality of improvements. Such Design Guidelines may be amended from time to time upon the affirmative vote of two-thirds of the members of the ARC.

Declarant shall have full control of the ARC during the Development Period, or until Declarant elects to transfer total or partial control of the ARC. For example, Declarant may elect to transfer the duties of the ARC with respect to the Residential Lots but not the Commercial Lots, or vice versa.

Once the Development Period Ends or Declarant elects to transfer control of the ARC, the ARC shall be regulated by the Association as set forth in the Bylaws.

ARTICLE IV. RESTRICTIVE COVENANTS FOR USE OF LOTS

(A) **Restrictions Applicable to Entire Subdivision.** The entire Subdivision shall be subject to the following restrictions, covenants and conditions:

- i. *Maintenance of Improvements.* Each Owner of a Lot must:

a. maintain the exterior of any Living Unit, Accessory Building, Commercial Building, fences, walls and other improvements on the Owner's Lot in good condition and repair;

b. replace worn and rotten parts; and

c. regularly repaint or re-stain all painted and stained surfaces, and not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

ii. *Environmental Maintenance.* Four trees of at least three inch (3") diameter shall be installed on each Lot. All improved yards and lawns shall be kept neat and well maintained and all grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed five inches 5" in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. All Lots and tracts shall be mowed by the Owner at least once per year or as needed at the Owner's expense. Bindweeds must be killed at the Owner's expense.

Building materials shall not be stored on any Lot except during construction in accordance with Article IV(A)(xi) below, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Well and septic systems must be located as per setbacks on the Plat, if any. The well is to be located on the front fifty percent (50%) of the Lot and approved by the county health department. The septic system is to be located in the back fifty percent (50%) of the Lot and must be approved by the county health department.

No open cesspools, outside toilets or privies shall ever be permitted to be erected, constructed or maintained upon any Lot. A metal, concrete or manufactured septic tank of a minimum of 500 gallons with adequate subterranean field tile shall be installed for servicing each Living Unit and Commercial Building constructed on a Lot. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water.

No obstruction, diversion, bridging or confining of the surface water shall be made on any Lot in such a manner as to cause damage to other Lots.

Upon the failure of any Owner to maintain any Lot as required above, the Association may, at its option, maintain the Lot as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work, which shall be considered a Special Owner Assessment, as such term is defined in the Master Declaration.

iii. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, regardless of pickup arrangement. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right of way, or drainage area in the Subdivision. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except if street pickup is

provided. If street pickup is provided, then solely on a day designated for removal of garbage and rubbish, such cans, bags, containers and receptacles may be placed in front of a building and beside a street for removal but shall be removed from view before the following day. No burning of trash or garbage or refuse shall be allowed under any circumstances.

Trash containers such as dumpsters must be located on the Lot Owner's property and not on the county or state road right-of-way. Unless such trash containers are located behind a Commercial Building or Living Unit so that they are not visible from the street, trash containers shall be enclosed on three sides by a wood fence or other structure on three sides with the structure being six feet (6') in height minimum. Such structure shall be built of wood fencing material or other material that will block the view of the trash container for the three sides. The open side shall not be facing the public street.

iv. *Temporary Structures.* No temporary dwelling or shelter, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses and dog houses which may be placed on a Lot only in places which are not visible from any street unless otherwise approved by the ARC; (ii) buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street unless otherwise approved by the ARC; and (iii) a builder or contractor may have a temporary construction trailer on a Lot during construction of the Living Unit or Commercial Building on that Lot provided that said trailer is aesthetically compatible with the development.

v. *Prefabricated Structures.* No prefabricated structure or other type of building may be moved onto a Lot unless approved by the ARC, provided, however, new pre-built out buildings such as "Morgan" storage sheds and barns and other pre-built buildings for non-residential purposes shall be permitted on the Lots.

vi. *Air Conditioning Equipment.* No window, roof, or wall type air-conditioner or heating unit that is visible from any public street shall be used, placed or maintained on or in any building. No air-conditioning or heating unit apparatus shall be installed on the ground in front of a building unless properly screened from view.

vii. *Microwave, Radio, and TV Antenna.* Except with the written approval of the ARC, no antenna, disc, satellite dish, or other equipment for receiving or sending over-the-air reception of television broadcast signals, multichannel multipoint distribution service, or direct broadcast satellite services (collectively, "Antennas") shall be located on any Lot so that it is visible from the street that the Living Unit located on such Lot fronts; provided, however, one Antenna no larger than thirty-six inches in diameter may be located so that it is visible from the street so long as such Antenna is located on the back one-half of the Living Unit. Notwithstanding anything to the contrary contained herein, any restriction(s) contained herein with respect to Antennas, (i) is not an attempt to violate the Telecommunications Act of 1996, as such Act may be amended from time to time, and (ii) shall be interpreted to be as restrictive as possible while not violating the Telecommunications Act of 1996. In the event it is impossible for an Owner to receive an adequate signal from a location allowed in this provision, the installation of Antennas shall be subject to rules and regulations that may be promulgated by the ARC setting out the allowed alternate locations(s) for Antennas

viii. *Solar Energy Devices.* Subject to terms of this paragraph, Owners may install Solar Energy Devices on the roof of a Living Unit, on the roof of another permitted improvement

on a Lot, in a fenced yard or patio, or in another location approved in writing by the ARC (collectively, the "Approved Locations"). Prior to installing a Solar Energy Device, an Owner shall submit its plans for the Solar Energy Device to the ARC and obtain the ARC's written approval. The ARC shall approve or disapprove of the Owner's plans within 60 days of the date the ARC receives the Owner's plans. A Solar Energy Device may not be located anywhere on a Lot except the Approved Locations, unless an alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in one of the Approved Locations. A Solar Energy Device located on a roof (i) may not extend higher than the dwelling's or other permitted improvement's roofline, (ii) may not have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, and (iii) shall conform to the slope of the roofline and have a top edge that is parallel to the roofline. A Solar Energy Device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio in which the Solar Energy Device is located. A Solar Energy Device shall not be installed on a Lot in a manner that voids material warranties. A Solar Energy Device that, as adjudicated by a court, threatens the public health or safety or violates a law, is prohibited. The ARC may not withhold approval if the guidelines of this section are met or exceeded, unless the ARC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities; provided, however, the written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes *prima facie* evidence that substantial interference does not exist.

ix. *Wind Turbines.* Owners of Lots are allowed to erect personal wind generator windmills, provided, however, such personal wind generator windmills must be placed on the back one-half of such Owner's Lot and cannot exceed forty-five feet (45') in height.

x. *Laws and Ordinances.* Every Owner and Occupant, and their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state, and municipal governments applicable to the Subdivision. Any violation may be considered a violation of the Declaration. However, the Declarant shall have no obligation to enforce any laws, ordinances, or government regulations.

xi. *Construction of Living Units and Commercial Buildings.* No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. After commencement of construction of any improvement on a Lot, the work thereon shall be performed diligently to the end that the improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Construction of all improvements, including Living Units, Commercial Buildings, and Accessory Buildings, must be completed within twelve (12) months from the date construction is commenced, unless extended by the ARC. For purposes of this provision, commencement of construction of a Living Unit, Commercial Building, or Accessory Building shall mean the date on which foundation forms are set for such Living Unit, Commercial Building, or Accessory Building. Upon the completion of the construction, any unused materials shall be removed immediately from the Lot.

xii. *Setbacks.* All buildings and structures must be constructed, placed and maintained in conformity with platted setback lines or as required by Randall County, Texas, if any. In any event, no building, fence, or other structure shall be located on any Lot nearer than thirty-five feet (35') from the front property line of each Lot. No building may be located on any

Lot nearer than fifteen feet (15') from the side and rear property lines of each Lot, except that on a corner Lot, all buildings must be set back a minimum of twenty-five feet (25') from the side property line adjoining the street. The ARC may establish additional setback lines for other structures. The Living Unit or largest Commercial Building on the Lot must be set parallel with the front street of the Lot, as determined by the ARC.

xiii. Subdivision. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ARC; provided that Declarant may subdivide, change the boundary line of, or replat any Lot it owns. Any division, boundary change, or replatting shall not violate the applicable subdivision and zoning regulations.

xiv. Pets. No cattle, horses, sheep, swine, chickens, exotic, or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) or animals of any type shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept or maintained for any commercial purposes and provided further that no more than a total of three animals may be kept on a single Lot. No commercial dog kennels, commercial feedlots, or commercial riding stables shall be permitted on any Lot. All pets, including dogs, shall be confined on the premises of the Owner either by enclosure fences, on a leash, or otherwise. No dogs or other pets shall be permitted to run free and off of the premises of the Owner unless under the control of the owner by leash or otherwise. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws). It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other Owners or Occupants.

xv. Lighting. Except for traditional holiday decorative lights, which may be displayed for one month prior to and one month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved under Article IV of the Declaration.

xvi. No Noxious or Offensive Trade or Unlawful Activity. No noxious or offensive trade or unlawful activity shall be carried on in the Subdivision, nor shall anything be done thereon which the ARC finds may become an annoyance or a nuisance to the Owners, Lots, or the Subdivision.

Any use which emits an obnoxious odor which can be smelled outside of any building shall be prohibited. Any operation primarily used as a distilling, refining, smelting, or mining operation shall be prohibited. No outside burning shall be permitted within the Subdivision. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building) shall be prohibited. Any operation of a junkyard or similar operation shall be prohibited.

Nothing shall be done or maintained in any part of a Living Unit which creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Living Units. No exterior speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot.

Use of firearms on the premises is prohibited except to protect life or property. There shall not be maintained any plants or animals or device or thing of any sort whose

activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision by the Owners and Occupants.

No Owner or Occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or Commercial Building or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units, Commercial Buildings, or their Owners or Occupants.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners, Occupants, or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the ARC).

xvii. No Junk Yards or Auto Repair Shops. No commercial mechanic shop, junk yard, or auto repair shop shall be constructed or operated in the Subdivision. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots, Living Units, and streets. Approval from the ARC must be obtained for any such structure or screened area. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. No vehicles of any type may be parked overnight on any street within the Subdivision. The ARC may designate on-street-parking for guests subject to reasonable rules, provided, however, that such parking shall not extend to any overnight parking. No vehicle of any size which transports inflammatory or explosive cargo may be stored in the Subdivision at any time.

xviii. Fences. No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No fences may cross or block any driveway. No permanent fencing may be erected within any utility easements, said easements including permanent transformer and metering locations. All utilities shall have access along all easements granted to such utility, and Owners must not block or prevent such access.

All fences must be constructed of new materials only and shall be masonry, brick, wood, and/or vinyl. All fence materials shall be new and shall be maintained in like-new condition. All fences or walls located on a Lot are to be maintained at the expense of the Owner of that Lot in a like-new condition so that all structural or decorative elements remain properly attached, all posts remain solid and straight, and so that the fence in all respects remains aesthetically pleasing and structurally sound in the opinion of the ARC.

No fence, wall or hedge in the front of a Lot shall exceed four feet (4') in height. Side or rear yard fences shall not exceed eight feet (8') in height.

xix. Variances. The ARC is empowered, in its sole discretion, to grant variances from and permit reasonable modifications and deviations from any of the restrictive covenants

and requirements set forth in these Restrictions, including the requirements relating to the type, kind, quantity, or quality of building materials and the size and location of any building, fence, or improvement when, in the ARC's sole judgment, such variances, modifications, or deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole.

(B) Residential Lots. All Residential Lots shall be used for Single Family residential purposes only; provided, however, notwithstanding anything to the contrary contained herein, (i) any Lot or property within the Subdivision owned by the Association may be used for any purpose benefitting the Owners as determined by the Association, and (ii) during the construction and sales period of the Living Units, Declarant may erect and maintain or authorize builders to erect and maintain such structures as are customary in connection with the construction and marketing of residences. All Residential Lots shall be subject to the following restrictions, covenants and conditions:

i. Residential Use Only. No building or structure intended for or adapted to business or commercial use shall be constructed or maintained on any Residential Lot. No hobby that attracts vehicular or pedestrian traffic to the Lot may be conducted on any Residential Lot. No direct sales activities (excluding activities of the Declarant and builders and community activities specifically approved by the Declarant), garage sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional parties, or similar activities shall be conducted on any of the Residential Lots; provided, however, that garage sales, yard sales, and patio sales may be conducted by an Owner of a Residential Lot for a period not to exceed three days, and only one such sale shall be held by such Owner in any one calendar year.

ii. Signs. No sign of any kind shall be displayed to the public view on any Residential Lot except (i) one sign of not more than four square feet advertising the property for rent or sale, which may state only the name and phone number of the seller and/or their agent, (ii) one "open house" sign for no more than three consecutive days, (iii) signs used by a builder during construction and sales periods, (iv) signs used by Declarant to advertise the Subdivision, and (v) one or more signs advertising a political candidate or ballot item for an election beginning on the ninetieth (90) day before the date of the election to which the sign relates and continuing through the tenth (10th) day after the date of the election to which the sign relates, but only one sign for each candidate or ballot item. Signs shall be ground-mounted, and an Owner shall not display a sign that (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four feet by six feet; (vi) violates a law; (vii) contains language, graphics, or any display that would be offensive to the ordinary person; (viii) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists, or (ix) contains words such as "distressed", "foreclosure", or "bankruptcy" in advertising a property for sale. Declarant or the Association may remove a sign displayed in violation of the above and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

iii. Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, horse trailer, truck larger than a one ton pickup, or similar vehicle or equipment may be parked for storage in the driveway or Front Yard of any Residential Lot, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Residential Lot

unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots, Living Units, and streets. Approval from the ARC must be obtained for any such structure or screened area. No vehicle or equipment may be used or occupied as a residence temporarily or permanently. Commercial vehicles shall not be permitted or parked in front of Living Units overnight. Only passenger automobiles, passenger vans, and pickup trucks that are in operational condition, have current license plates and inspection stickers, and are in regular use as motor vehicles on the streets and highways of the State of Texas may be temporarily parked on a Residential Lot where visible from the streets. No dismantling or assembling of a motor vehicle, boat, trailer, any truck, or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a Living Unit or Accessory Buildings in the immediate vicinity.

iv. *Hazardous and Toxic Substances Prohibited.* The storage, use or disposal of any hazardous or toxic substance under any law herein shall be strictly prohibited on the Residential Lots.

v. *One Residential Living Unit Per Lot.* No more than one residential Living Unit shall be placed on any Residential Lot or used as a part of a Living Unit, although, a "mother in law quarters" or servants quarters may be placed on the Residential Lot if attached to the main Living Unit.

vi. *Minimum Floor Space.* The total air conditioned living area of the Living Unit on each Residential Lot, as measured to the outside of exterior walls but exclusive of open or screened porches, garages, driveways, terraces, patios and basements, must be at least one thousand eight hundred (1,800) contiguous square feet.

vii. *Garages.* Each Living Unit must have and maintain a garage attached to the residence large enough to accommodate under roof a minimum of two full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. All garages must have garage doors constructed and/or faced in a manner to be harmonious in quality and color with the exterior of the Living Unit. All garage doors shall be closed when not in use. Each Owner, Occupant, or resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot.

viii. *Landscaping and Yards.* Cuts into natural grade visible from the street are to be faced with masonry, sodding, or landscaping. Front and street side yards shall be fully in place and sodded at the time of the occupancy of a Living Unit upon completion of construction. All Front Yards for Living Units must be planted with grass or other material approved by the ARC. Each Lot on which a Living Unit is constructed shall have an underground water sprinkler system for the Front Yard for the purpose of providing sufficient water to preserve and maintain the landscaping. Said sprinkler system must be properly maintained and must be operated on a regular basis to maintain said landscape in a healthy and attractive condition.

ix. *Driveways.* Driveways for each Living Unit must be constructed of concrete, asphalt, two course tar penetration with appropriate rock, or other substances of like nature

approved by the ARC. All other materials and finishes are prohibited. Each driveway must accommodate at least three vehicles for off-street parking requirements.

The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius into the driveway entrance and shall not impede or alter proper drainage of water. All culverts shall be twenty-four feet (24') by twenty inches (20"), and shall be repaired immediately by Owner, if damaged. All sidewalks shall be constructed of concrete and shall be maintained in like-new condition.

x. *Building Materials.* The exterior walls of all Living Units must be constructed so that at least 60% of all surface area (excluding the roof) is covered by masonry, stone, brick, and/or stucco. Roofing shall be either factory fire treated wood shingles, tile, dimensional overlay composition shingles, or other materials as approved by the ARC. All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ARC. When a Living Unit is constructed, a new mailbox shall be built consistent with the architecture of the Living Unit in accordance with the plans approved by the ARC. Mailboxes shall be constructed of a material and design approved by the ARC. All building materials must be new, except in the case of used brick which may be used for exterior walls if approved by the ARC. The exterior of all buildings, and any portions of buildings which may be viewed from the street or from any other Lot, must be maintained in like-new condition and shall be cleaned regularly so that dirt or grime is not allowed to accumulate. All cracked or broken windows must be repaired or replaced immediately. All paint must be maintained so that chipping or deterioration does not occur.

xi. *Timesharing.* No Living Unit shall be made subject to timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Living Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

xii. *Roofs.* Unless approved by the ARC, no roof for a Living Unit will have less than 6 in 12 roof slope. No wood roofs or single tab composition roofs will be allowed on any Living Unit. The ARC has the right to approve the color of all roofing materials. Unless otherwise approved by the ARC, all roofs must be either:

- a. laminated shingles with at least a 30-year warranty by the manufacturer;
- b. cement, clay, or plastic tiles; or
- c. metal roofing material, but galvanized corrugated roofing is not acceptable.

xiii. *Accessory Buildings.* Each Accessory Building located on a Residential Lot shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All such Accessory Buildings shall be subject to approval of the ARC, including the size, color, and location of all Accessory Buildings. Subject to the restrictions contained herein, a metal barn may be constructed on each Lot provided said barn is of new quality construction. All Accessory Buildings shall be placed on a permanent foundation. In no event shall an Accessory Building be constructed in front of or beside the Living Unit located or to be located on a Lot; in other words, all Accessory Buildings must be constructed behind the Living Unit. The size, color and location of any Accessory Buildings must be pre-approved by the ARC. In no instance shall

an Accessory Buildings exceed two stories in height. Furthermore, the total floor area of all Accessory Building shall not exceed 2,400 square feet, individually or in the aggregate, unless otherwise pre-approved by the ARC. Construction of all Accessory Buildings must be completed within 120 days from the date of construction is commenced unless extended by the ARC.

xiv. Height Restriction. No Living Unit or Accessory Building located on a Residential Lot shall exceed two standard stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall be complied with at all times.

(C) Commercial Lots. The Commercial Lots shall be used for commercial purposes only. No building or structure intended for or adapted to residential use shall be constructed or maintained on any Commercial Lot.

i. Wall Separating Commercial Lots from Residential Lots. A solid wall shall be constructed at the rear property line of all Commercial Lots in order to separate such lots from the adjoining residential portion of the Subdivision. The height, length, materials, location, and design of such wall shall be pre-approved by the ARC and must comply with any specifications later established by the ARC. The wall shall be maintained in good condition. Each Owner of a Commercial Lot shall be responsible for the costs of construction and maintenance of the portion of the wall located on each respective owner's Lot.

ii. Hazardous and Toxic Substances Prohibited. The storage, use, or disposal of any hazardous or toxic substance under any law herein shall be strictly prohibited on the Commercial Lots except in the ordinary course of its usual business operation conducted thereon and any such use shall at all times be in compliance with all environmental laws, including all federal, state, county, municipal, local, and other statutes, laws, ordinances, and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

iii. Grounds Must be Landscaped. The grounds located on each Commercial Lot shall be landscaped and shall include a lawn planted with grass or other material approved by the ARC and at least four mature hardwood or flowering trees. Landscaping, including a lawn, must be maintained.

iv. Signs. All signs displayed on any Commercial Lot shall be subject to prior written approval by the ARC in order to maintain uniformity and aesthetic quality; provided, however, the following may displayed without the prior written approval of the ARC: (i) one sign of not more than four square feet advertising the property for rent or sale, which may state only the name and phone number of the seller and/or their agent, (ii) one "open house" sign for no more than three consecutive days, (iii) signs used by a builder during construction and sales periods, (iv) signs used by Declarant to advertise the Subdivision, and (v) one or more signs advertising a political candidate or ballot item for an election beginning on the ninetieth (90) day before the date of the election to which the sign relates and continuing through the tenth (10th) day after the date of the election to which the sign relates, but only one sign for each candidate or ballot item. Such signs shall be ground-mounted, and an Owner shall not display a sign that (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four feet by six feet; (vi) violates a law; (vii) contains language,

graphics, or any display that would be offensive to the ordinary person; (viii) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists, or (ix) contains words such as "distressed", "foreclosure", or "bankruptcy" in advertising a property for sale.

Otherwise all signs displayed on a Commercial Lot must be approved in writing in advance by the ARC and may not advertise for or provide information about any business that is not the business conducted on the lot which the sign is displayed. Declarant or the Association shall have the right to remove any signs, billboard or other advertising structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

v. *Building Maintenance.* All buildings located on the Commercial Lots shall be maintained in a first class manner. Public areas shall be cleaned on a regular basis and shall be repainted regularly.

vi. *Parking.* Each Commercial Building located on any Commercial Lot shall be constructed with adequate parking. Owners shall be required to provide parking spaces adequate to the use of the Commercial Lot. All parking areas shall be maintained so that the surface area is without potholes or other obstructions, and so that the parking is maintained in an attractive manner. There shall be no parking of automobiles permitted on roadways, nor within ten feet (10') of the property line of any Commercial Lots.

vii. *No Sexual Materials or Drug-Related Paraphernalia.* Any establishment whose primary business is the sale, rental, or display of explicit sexual materials or illegal drug-related paraphernalia shall be prohibited.

viii. *No Bars or Taverns.* Any bar, tavern, restaurant, or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenues of such business shall be prohibited.

ARTICLE V. EASEMENTS AND ACCESS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, if any, no structure, planting, fence, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers, or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the property in the Subdivision in favor of Declarant and the ARC, for the sole purpose of installing, replacing, repairing and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referenced to therein or not. Each Lot is conveyed subject to all easements, conditions, and reservations shown on the Plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ARC and/or Declarant, and the ARC and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

ARTICLE VI. LOT CONSOLIDATION

Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior written approval of the ARC or Declarant, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one Living Unit and/or such other improvements as are permitted herein.

ARTICLE VII. ENFORCEMENT

If the Owner or Occupant of any Lot, or such Owner or Occupant's heirs, executors, administrators, successors, or assigns, shall violate or attempt to violate any of the restrictions and covenants set forth in these Restrictions, it shall be lawful for the Declarant, or any Owner subject to these Restrictions, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or Occupant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus, the breach of any provision of these Restrictions may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the ARC nor Declarant shall be charged with any affirmative duty to police, control, or enforce the terms of these Restrictions; such duties shall be born by and be the responsibility of Lot Owners.

ARTICLE VIII. SECURITY PROVIDED BY OWNERS

The Owners must provide their own security for themselves, their Living Unit, Commercial Buildings, Lot, and personal property. The Declarant is not required to provide security, and the Declarant does not accept any responsibility or liability for the provision of security.

ARTICLE IX. INSURANCE AND CONDEMNATION

Each Owner shall be responsible, at his own cost and expense, for personal liability insurance. Before a Living Unit or Commercial Building is erected on any Lot, each Owner shall carry, at Owner's

expense, lot owners insurance. Once a Living Unit or Commercial Building has been erected on a Lot, each Owner shall, at Owner's expense, obtain all-risk casualty insurance on their Lot.

Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Commercial Building or Living Unit. In the event the Commercial Building or Living Unit is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction.

ARTICLE X. AMENDMENT AND ANNEXATION

These Restrictions shall remain in force and effect for a period of thirty (30) years after these Restrictions are recorded. Thereafter, these Restrictions shall automatically renew and continue for successive terms of 10 years each, unless each of the following occur: (i) within 12 months before the end of a term, the Owners of fee title to at least 67 percent of the Lots vote not to renew the Restrictions for a successive term, and (ii) if Declarant owns any portion of the Property, Declarant consents in writing to the non-renewal of the Restrictions.

Declarant shall have the right to file an amendment to these Restrictions, without the necessity of joinder by any other Owner of Lots, or any interest therein, for a period of one year from the date of recordation of these Restrictions in the Official Public Records of Randall County, Texas, for any reason. Notwithstanding the foregoing, after the expiration of one year from the date of recordation of these Restrictions in the Official Public Records of Randall County, Texas, Declarant shall have the right to file an amendment to these Restrictions, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the property within the Subdivision for mortgage guaranties issued by FHA, HUD, and/or VA.

At any time, the Owners of fee simple title to 51% of the Lots, may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendment, except that for 30 years following the recording of these Restrictions, no such amendment will be valid or effective without the joinder of Declarant. Declarant will be under no obligation to consent to any amendment of these Restrictions. The amendment shall be effective when it is certified as to the requisite percentage of Owners and recorded in the Official Public Records of Randall County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted.

Until January 1, 2023, Declarant shall have the right, without the joinder of any other Person, to annex additional tracts of land and make it subject to these Restrictions by recording in the Official Public Records of Randall County, Texas, supplements to these Restrictions containing the descriptions of the additional tracts of land being annexed.

ARTICLE XI. GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits,

including, but not limited to, those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Water Development Board and Texas Water Commission related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all contractors comply with all governmental regulations, and any plan required by such regulations such as Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant against all cost, loss, or damage, including attorneys' fees, occasioned by the failure to abide by any applicable governmental statute, rule, regulation, or permit related to the Subdivision.

By acceptance of a deed to a Lot, each contractor and Owner agrees that Declarant shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner indemnifies and holds harmless Declarant from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to his Lot or the Subdivision. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XII. GENERAL PROVISIONS

(A) **Interpretation.** If these Restrictions or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of these Restrictions shall govern. Whenever in the application of the provisions of these Restrictions, or any amendment hereto, conflict with the application of any provision of any other document governing the Subdivision, the provisions or application of these Restrictions shall prevail.

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in these Restrictions shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

(B) **Notices.** Any notice required to be given to any Owners or Occupants shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner or Occupant at the last known address.

(C) **Headings.** The headings contained in these Restrictions are for reference purpose only and shall not in any way affect the meaning or interpretation of these Restrictions.

(D) **Plural.** When the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular.

(E) **Disclaimers.** Owner, by the purchase of any Lot, acknowledges Owner has had an adequate opportunity to make such legal, factual and other inquiries and investigations, including actual physical investigations, as it deems necessary, desirable, or appropriate with respect to Owner's Lot. Those inquiries and investigations of Owner have included, but were not limited to, the physical components of all portions of the Owner's Lot, the conditions of the Owner's Lot, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county and state where the Owner's Lot is located, and the value and marketability of Owner's Lot.

Owner, by its purchase of any Lot, accepts his/her Lot in its physical condition as of the date of purchase, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Declarant in the event of discovery of any defects of any kind, latent or patent. Owner acknowledges and agrees that Declarant has not made and does not make any representation, warranty, or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use, or usefulness of the property or any portion thereof, and (i) DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF ANY LOT, AND (ii) DECLARANT HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDER, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

The remainder of this page intentionally left blank.

Signatures of Declarant and Lienholder follow.

EXECUTED to be effective the 7 day of June, 2018.

IN WITNESS WHEREOF, the Declarant and Lienholder each have caused this instrument to be executed on its own behalf, attested and its corporate seal to be hereunto affixed as of the day and year above written.

DECLARANT:

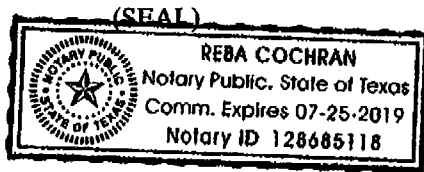
JONATHAN LAIR, INC., a Texas Corporation

By: Jonathan R. Lair
Jonathan R. Lair, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Potter §

This instrument was acknowledged before me, the undersigned authority, on this the 7 day of June, 2018, by Jonathan R. Lair, President of JONATHAN LAIR, INC., a Texas Corporation, on behalf of said corporation.



Reba Cochran
Notary Public, State of Texas

Exhibit "A"

A 143.59+/- acre tract of land out of Section 34, Block 1, T.T. & R.R. Co. Survey, Randall County, Texas, further being a portion of that certain 145.424+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2015006586, plus all of that certain 0.23+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017009724, plus all of that certain 5.01+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017017157, plus all of that certain 1.07+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017017159, plus all of that certain 1.06+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017017160, plus all of that certain 2.87+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017017161, plus all of that certain 1.00+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017017162, all of the Official Public Records of Randall County, Texas, said 143.59+/- acre tract of land having been surveyed on the ground August 17, 2017 by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at an aluminum cap found and accepted for the Southwest corner of said Section 34, as called for in the description of a 308.156 acre tract of land recorded in Volume 1815, Page 263, of the Deed Records of Randall County, Texas;

THENCE N. 00° 02' 18" E. (base line by G.P.S. observation) 2653.47 feet, to a 1/2 inch iron rod with cap (2507) found as called for as the Northwest corner of the South half (S1/2) of said Section 34 in the description of said 308.156+/- acre tract of land, from whence a 1/2 inch iron rod found and accepted for the Northwest corner of said Section 34 bears N. 00° 02' 18" E. 2653.28 feet;

THENCE S. 89° 45' 29" E. along the North line of the South half (S1/2) of said Section 34, as established in the description of said 308.156+/- acre tract of land 145.50 feet to the East Right-of-Way line of FM 2590, as monumented on the ground by TxDOT, from whence a TxDOT brass cap found bears S. 00° 22' 45" W. 2680.12 feet;

THENCE N. 00° 22' 45" E. along said East Right-of-Way line of FM 2590 at 106.20 feet pass a TxDOT brass cap found, for a total distance of 204.92 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most West Southwest corner of said 145.424+/- acre tract of land, same being the most West Southwest and BEGINNING CORNER of this tract of land;

THENCE N. 00° 22' 45" E. along said East Right-of-Way line of FM 2590, same being the west line of said 145.424+/- acre, 1.07+/- acre, 1.06+/- acre, 1.00+/- acre, and 5.01+/- acre tracts of land, a distance of 2096.97 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Northwest corner of said 5.01+/- acre tract of land, same being the most West Northwest corner of this tract of land, from whence a TxDOT brass cap found at the intersection of said East Right-of-Way line and the South Right-of-Way line of FM 2219 bears N. 00° 22' 45" E. 300.00 feet;

THENCE S. 89° 42' 22" E. 300.22 feet along the North line of said 5.01+/- acre tract of land to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the West line of said 2.87+/- acre tract of land at the Northeast corner of said 5.01+/- acre tract of land, same being an interior jog corner of this tract of land;

THENCE N. 00° 20' 12" E. 300.00 feet along the common line between said 2.87+/- acre tract of land and that certain 7.08+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017017163 of the Official Public Records of Randall County, Texas, to a 5/8 inch iron rod with cap (2601) found in said South Right-of-Way line of FM 2219 at the Northeast corner of said 7.08+/- acre tract of land, same being the Northwest corner of said 2.87+/- acre tract of land, also being the most North Northwest corner of this tract of land;

THENCE S. 89° 42' 22" E. 2017.28 feet along said South Right-of-Way line to a 1/2 inch iron rod with cap (2507) found at the Northwest corner of that certain 0.689 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2008021330 of the Official Public Records of Randall County, Texas, same being the most North Northeast corner of this tract of land;

THENCE S. 00° 10' 38" E. 300.00 feet along the West line of said 0.689 acre tract of land to a 1/2 inch iron rod found at the Southeast corner of said 0.689 acre tract of land, same being an interior jog corner of this tract of land;

THENCE S. 89° 40' 31" E. 100.00 feet along the South line of said 0.689 acre tract of land to a 3/8 inch iron rod with cap (2507) found in the West line of that certain 0.664 acre tract described as Tract B in that certain instrument recorded under Clerk's File No. 2016004437 of the Official Public Records of Randall County, Texas, same being a jog corner of this tract of land;

THENCE S 00° 10' 38" E. 184.94 feet along the West line of said 0.664 acre tract of land to a 1/2 inch iron rod with cap (2601) found at the Southwest corner of said 0.664 acre tract of land, same being an interior jog corner of this tract of land;

THENCE S. 89° 42' 22" E. 58.54 feet along the South line of said 0.664 acre tract of land to a 3/8 inch iron rod with cap (2507) found at the Southwest corner of said 0.664 acre tract of land, same being the Northwest corner of that certain 91.250 acre tract of land being described as Tract A in said instrument recorded under Clerk's File No. 2016004437, also being the most East Northeast corner of this tract of land;

THENCE S. 00° 00' 35" E. 2114.68 feet along the West line of said 91.250 acre tract of land to a 1/2 inch iron rod with cap (2601) found at the Southwest corner of said 91.250 acre tract of land and the Southeast corner of this tract of land, same being in the North line of the South half (S1/2) of said Section 34 as established in the aforementioned description of a 308.156 acre tract of land from whence a 1/2 inch iron rod with cap (2507) found for the Northeast corner of said 308.156 acre tract of land bears S. 89° 45' 29" E. 2446.39 feet;

THENCE N. 89° 45' 29" W. 2192.21 feet along said North line of the South half (S1/2) of said Section 34 to a 1/2 inch iron rod with cap (FURMAN) found for the most South Southwest corner of this tract of land;

THENCE N. 00° 07' 44" E. 205.61 feet along the East line of that certain 1.375+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2009020753 of the Official Public Records of Randall County, Texas, to a 1/2 iron rod found at the Northeast corner of said 1.375+/- acre tract of land, same being an interior jog corner of this tract of land;

THENCE N. 89° 53' 18" W. 301.78 feet along the North line of said 1.375+/- acre tract of land to the PLACE OF BEGINNING and containing 143.59 acres of land, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Renee Calhoun

2018009805

06/07/2018 04:28:37 PM

Fee: \$128.00

Renee Calhoun, County Clerk

Randall County, Texas

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