

**DECLARATION OF RESTRICTIVE COVENANTS**  
**[Commercial]**

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**Basic Information**

Date: \_\_\_\_\_, 2022

Declarants and  
Declarants' Addresses:      **CAROLYN KAYE PRICHARD**  
342 Palermo Dr.  
Ballwin, MO 63021

**BONNIE LYNN REA**  
34 St. Andrews Dr.  
Amarillo, TX 79124

**RONALD ALLEN BLESSEN**  
7915 Simpson Dr.  
Amarillo, TX 79121

**MICHAEL LEE BLESSEN**  
2700 S. Blessen Rd.  
Amarillo, TX 79124

Property:                      A tract of land in Randall County, Texas, more fully described on  
**Exhibit A** attached hereto and made a part hereof for all  
purposes.

**Definitions**

**Covenants** means the covenants, conditions, and restrictions contained in this Declaration.

**Declarant** means CAROLYN KAYE PRICHARD, BONNIE LYNN REA, RONALD ALLEN BLESSEN, MICHAEL LEE BLESSEN, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

**Easements** means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

**Lot** means each tract of land designated as a lot on the Plat.

**Owner** means every record Owner of a fee interest in a Lot.

**Plat** means the Plat of the Property recorded under Clerk's File No. \_\_\_\_\_ of the real property records of Randall County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

**Structure** means any improvement on a Lot.

**Subdivision** means the Property covered by the Plat and any additional property made subject to this Declaration.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

### **C. Use and Activities**

1. *Permitted Use.* The Property may be used for commercial and retail purposes.

2. *Prohibited Activities.* The Property may not be used for any of the following:

- a. adult bookstore, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, and X-rated theatre;
- b. any nuisance or noxious or offensive activity;
- c. any dumping of rubbish;

- d. exploration for or extraction of minerals;
- e. keeping or raising of livestock or poultry;
- f. interfering with a drainage pattern or the natural flow of surface water.

**D. General Provisions**

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver.* Failure by Declarants, their heirs and assigns, to enforce this Declaration is not a waiver.
- 3. *Amendment.* This Declaration may be amended at any time by the affirmative vote of Declarants, their heirs and assigns.

**[DRAFT - NOT FOR EXECUTION]**

\_\_\_\_\_  
CAROLYN KAYE PRICHARD

**[DRAFT - NOT FOR EXECUTION]**

\_\_\_\_\_  
BONNIE LYNN REA

**[DRAFT - NOT FOR EXECUTION]**

\_\_\_\_\_  
RONALD ALLEN BLESSEN

**[DRAFT - NOT FOR EXECUTION]**

\_\_\_\_\_  
MICHAEL LEE BLESSEN

THE STATE OF TEXAS

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COUNTY OF RANDALL

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022, by **CAROLYN KAYE PRICHARD**.

\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS  
COUNTY OF RANDALL

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This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **BONNIE LYNN REA**.

\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS  
COUNTY OF RANDALL

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This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **RONALD ALLEN BLESSEN**.

\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS  
COUNTY OF RANDALL

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This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **MICHAEL LEE BLESSEN**.

\_\_\_\_\_  
Notary Public

After recording, please return to:  
  
GARLAND D. SELL  
SELL GRIFFIN McLAIN PC  
4801 Lexington Square  
Amarillo, TX 79119-6572