

DECLARATION OF RESTRICTIVE COVENANTS
[Residential]

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Basic Information

Date: _____, 2022

Declarants and **CAROLYN KAYE PRICHARD**
Declarants' Addresses: 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 included within the Property.

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

Renting means granting the right to occupy and use a Residence or Structure in exchange for the payment of money.

Residence means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

Single Family means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

Structure means any improvement on a Lot (*other than a Residence*), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

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

Vehicle means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

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.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any illegal activity;
- b. any nuisance or noxious or offensive activity;
- c. any dumping of rubbish;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;

- ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for (i) two horses, two calves, two sheep, two pigs, and (ii) common domesticated household pets, such as dogs and cats, not to exceed two dogs or cats confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure as an Air B-B or similar rental;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer onto the Property;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence; and,
- q. renting a Residence or Structure for less than 30 consecutive days or allowing a renter, guest, or other person who is a registered sex offender to reside at the Property.

D. Construction and Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.
- b. *Maximum Height.* The maximum height of a Residence is two stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at 2,000 square feet or 1,500 square feet if the Residence is two stories.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. No garage may be used except to park a vehicle in the garage.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within _____ days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within _____ days and the Lot restored to a clean and attractive condition.
- g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences.
- h. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot.
- i. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- j. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.
- k. *Landscaping.* Landscaping must be installed within _____ days after occupancy.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition or tile may be used on Residences and Structures. No roof will have less than 6 in 12 roof slope or more than 12 in 12 roof slope. No wood roofs or single tab composition roofs will be allowed. All roofs must be either:
 - (i) laminated shingles with at least a 30-year warranty by the manufacturer;
 - (ii) cement, clay, or plastic tiles; or,
 - (iii) standing seam metal roofing, color is limited to the _____.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. *Exterior Walls.* All Residences must have at least 50.0% of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors.
- d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete.
- e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding for a term of 30 years. The term may be extended for 10 years each by the affirmative vote of 67.0% of the Owners within six months before the end of a term. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within six months before the end of a term 67.0% percent of the Owners vote not to extend the term.
- 2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
- 3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67.0% percent of the Owners.
- 5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

[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

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§

COUNTY OF RANDALL

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

Notary Public

THE STATE OF TEXAS

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COUNTY OF RANDALL

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

Notary Public

THE STATE OF TEXAS

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§
§

COUNTY OF RANDALL

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