

Article 2 Restrictions on Use of Lots

2.0 Residential Use. All lots are to be used for single-family residential purposes only. Only one single family residence per lot. No commercial business will allowed. No short term rentals permitted (any rental less than 6 months)

2.1 Single-Family Use. No Residence may be occupied except by one family consisting of persons related by blood, adoption, or marriage, or by no more than three unrelated persons living together with any household servants who are being paid a reasonable salary for their services.

2.2 Improvements. Improvements may only be placed within the Building Site. Except for the construction of pre-approved fences, all portions of a Lot not included in the Building Site or Landscaped Area must remain in their natural state.

2.3 Temporary Structures. No temporary dwelling, 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 Road, (ii) buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places that are not visible from any Road; and (iii) a builder or contractor may have a temporary construction trailer and temporary outbuildings on a Lot during construction of the Residence on that lot.

2.4 No Prefabricated Structures. No prefabricated structure or other type of building may be moved onto a Lot.

2.5 Vehicles. No more than two automobiles, vans, pickup trucks, trucks, motorcycles, motor scooters, boats, trailers, marine crates, hovercrafts, aircrafts, recreational vehicles, pick-up campers, travel trailers, motor home, camper body, tractors, horse trailers, or similar vehicles or equipment may be parked for storage ni the driveway or front yard of any Lot, nor may any such vehicles or equipment be parked for storage in the side or rear yard on any Lot unless completely concealed from public view. No such vehicle or equipment may be used as a Residence or office, temporarily or permanently. This restriction does not apply to any vehicle, machinery or equipment temporarily parked in use of the construction, maintenance, or repair of a Residence or Accessory Buildings in the immediate vicinity. Only passenger automobiles, passenger vans, and pickup trucks that are in operating 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 in the driveway where visible from the roads.

2.6 Hazardous Materials. No vehicles of any size that transport flammable, explosive, or hazardous cargo may be kept on the Property at any time.

2.7 Prohibited Animals. No livestock animals or poultry of any kind may be kept in any part of the above reference addition except one (1) horse per five (5) acres. The Owner of a Lot where a horse or other animal is kept must keep manure away from all drainage areas and remove the manure from the Lot as required. No animals may be kept on a Lot until construction of the Residence has been completed and its Owner occupies the Residence.

2.8 **Dogs and Cats.** No pets may be kept that interfere with the quietude, health, or safety of the community. No more than a total of four dogs or cats (or a combination of four dogs and cats) will be permitted on a Lot. Dogs must be restrained or confined in the Building Site or the Landscaped Area inside a fenced area or within the Residence unless accompanied by and under the control of a person. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Owners of the dogs must keep the dogs from barking so as not to disturb any other Owner. No kennels shall be permitted on the property.

2.9 **Junk/Trash.** No portion of the Property may be used as a dumping ground for junk, dead tree limbs, rubbish, or any other material, or as a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative vehicles, and discarded appliances and furniture. Trash garbage, waste and other debris may not be kept on any Lot except in Approved Containers. All trash, garbage, waste and other debris must be placed in plastic garbage bags before being placed into Approved Containers. Approved Containers may be located on the Lot during construction of improvements on the Lot but must be removed upon completion of the construction. Declarant will provide Approved Containers at various locations on the Property. If trash, garbage, waste or debris will not fit into Approved Containers, it must be completely removed from the Property and not stored on any portion of the Property at any time. All junk equipment, inoperative motor vehicles, and other similar junk must be removed from the Property at Owners expense.

2.10. **Building Requirements.** All utilities to the buildings must be underground. No overhead electric service is permitted.

2.11 **Prohibited Activities.** No Lot or improvement may be used for commercial, wholesale, retail, industrial, or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood.

2.12 **Easement Protection.** The Plat indicates certain easements on the Property. No structures, plants or materials may be placed or permitted to remain on these easements that may: (i) damage or interfere with the installation and maintenance of utilities; ii) change the directions of flow of water within the drainage channels; or (iii) obstruct or retard the flow of water through drainage channels.

2.13 **Signs.** No sign of any kind may be displayed to the public view of any Lot except i one sign of not more than six square feet advertising the Property for rent or sale, (i) signs used by a builder during construction and sales periods, (ii) used by Declarant to advertise the Property during development, and (iv) political signs no more than 30 days before national, state, or local election day, which must be removed within two days after such election.

2.15 **No Fires.** Except within fireplaces in the Residence and except for outdoor cooking on grills or fireplaces, no burning of anything is permitted on the Property.

2.16 **No Hunting.** No hunting or trapping is allowed on the Property.

2.18 **Re-subdivision.** No Lot may be subdivided.

- 2.19 **Accessory Buildings.** Accessory Buildings may not be used at any time as a residence.
- 2.20 **Outdoor Lighting and Outdoor Speakers.** No bright outdoor lighting or loud outdoor speakers will be permitted on any Lot.
- 2.21 **Natural Area.** The Natural Area of each lot shall be mowed and trimmed for safety purposes.
- 2.22 **Insurance Rates.** Nothing shall be done or kept on the Property what would increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located upon any Lot, the Roads, or the Preserve.
- 2.23 **Set back Requirements.** All structures must be set back at least 150 feet from the front property line (Sunday Canyon Road).
- 2.24 **Out buildings.** Each residence is allowed a barn up to 1.5x the living area of the main residence.

Article 3 Construction Procedures

- 3.0 **Utilities.** All utilities must be installed underground.
- 3.1 **Building Height.** No Residence may be higher than 30 feet.
- 3.2 **Completion of Residences.** Construction of al Residences must be completed within 12 months from the date construction is commenced.
- 3.3 **Completion of Accessory Buildings.** Construction of all Accessory Buildings must be completed within 60 days from the date construction is commenced. All accessory buildings (storage buildings, barns, horse stalls, etc. must be of a color and kind approved by Architectural Committee).
- 3.4 **Portable Sanitary Systems.** During construction on any Lot, the builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until the construction is completed.
- 3.5 **Construction Debris.** During construction on a Lot, the builder must put all construction trash that is susceptible to being blown from the construction site in the Approved Containers furnished by the builder to prevent trash from blowing of the construction site. The Approved Containers must be emptied periodically, at the builder's expense, so there is always room for the trash. Builders must prevent construction trash from blowing out of the Approved Containers.

3.6 **Building Code.** The construction of all Residences and Accessory Buildings must comply with all applicable building codes in force from time to time in the City of Amarillo, Texas, except for the drilling and completion of water wells and construction of septic systems which must comply with all applicable laws and regulations.

Article 5 General Provisions

5.0 Maintenance of Improvements.

a) Maintain the exterior of the Residence, the Accessory Buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
b) Replace worn and rotten parts;
c) regularly repaint or re-stain all painted and stained surfaces; and
d) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

5.1 **Term.** This Declaration will run with and bind title to the Property and will remain in full force and effect for 30 years after this Declaration is recorded in the real property records of Randall County, Texas. This Declaration will thereafter extend automatically for successive periods of 10 years unless amended as provided in Paragraph 3.00.

5.2 **Severability.** If any condition, covenant, or restriction contained in this Declaration is invalid, which invalidity will not be presumed until it is determined by the final non-appealable judgement or final non-appealable order of a court of competent jurisdiction, such invalidity will not affect any other condition, covenant, or restriction, each of which will remain in full force and effect.

5.3 **Enforcement.** Declarant, or any Owner shall have the right to have this Declaration faithfully carried out and performed with reference to each Lot together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance of this Declaration and to recover damages. The Owners have the right to have this Declaration strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others regardless as to whether or not reference to this Declaration is made in the document conveying the Lot to the Owner. Failure by any Owner or Declarant to enforce this Declaration will not be deemed to waiver of the right to do so at another time.

5.4 **Amendment.** At any time, the Owners of 65% of the Lots and the Lots included in all additional Property subjected to this Declaration (as shown by the real property records of Potter, County, Texas) may amend the covenants, conditions, and restrictions stated in this Declaration by recording an instrument containing such amendment, except that for 30 years following the recording of this Declaration, 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 this Declaration.

5.5 **Assignability.** Declarant or its successors or assigns may assign their rights, privileges, duties, and obligations under this Declaration by a document signed by Declarant or its successors or assigns specifically assigning their rights, privileges, duties, and obligations

under this Declaration, which documents must be recorded in the real property records of Potter County, Texas.

5.6 **Approvals.** All consents and other evidences of approval by Declarant must be in writing and signed by Declarant are binding.

5.7 **Indemnification.** To the fullest extent permitted by applicable law, each Owner shall indemnify, protect, and defend the Declarant and its partners, officers, directors, shareholders, employees, agents, attorneys successors, and assigns (collectively, the "Indemnity" for, from, against, and in respect to al damages, chains, causes of action, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees, costs of investigation, paralegal fees, and other expenses) which may be imposed upon, incurred by, or asserted against any Indemnity arising from or as a result of any injury of or death of any person or damage to property of any Person which is caused by an Owner, except for claims caused by the negligence or willful misconduct of any Indemnity.

5.8 **Limitation of Liability.** Declarant will not be liable to any Owner of occupant of any Lot or to any other party for any demand, claim, or loss arising from the breach of any provision of this Declaration by any Person other than Declarant.

Buyer

Seller: Standefer Company Inc.

Dated the _____ day of _____ year _____