

**FIRST AMENDED AND RESTATED
PINNACLE UNIT NO. 3
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

This *First Amended and Restated Pinnacle Unit No. 3 Declaration of Covenants, Conditions, and Restrictions* amends, replaces, and restates in full and is made in place of that certain *Pinnacle Unit No. 3 Declaration of Covenants, Conditions, and Restrictions* recorded under Clerk's File No. 2019008158 of the Official Public Records of Randall County, Texas (the "**Original CCRs**").

As required by Section 7.15 of the Original CCRs, this document is being signed by Rockrose Development, LLC, a Texas limited liability company, in its capacity as both Declarant and as the Owner of legal title to 100% of the Lots included in the PID.

RECITALS

A. Rockrose Development, LLC, a Texas limited liability company, is the owner of the Property described in Section 1.16.

B. Declarant intends for the Property to be developed as a single-family residential subdivision. Declarant declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in this *First Amended and Restated Pinnacle Unit No. 3 Declaration of Covenants, Conditions, and Restrictions* (these "**Restrictions**"), which:

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

C. Each Lot is subject to the Master Declaration described in Section 1.11.

D. **IMPORTANT NOTICE:** PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE PINNACLE MASTER ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF PINNACLE MASTER ASSOCIATION, INC. AS A MEMBER OF THE PINNACLE MASTER ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE PINNACLE SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSOCIATION ASSESSMENTS (*IN ADDITION TO THOSE ASSESSMENTS REQUIRED UNDER THESE RESTRICTIONS*) LEVIED BY THE PINNACLE MASTER 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.

E. **IMPORTANT NOTICE:** IN ADDITION, THE PROPERTY IS LOCATED IN A PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY THE CITY OF AMARILLO IN RESOLUTION No. 08-01-17-1. **THE PUBLIC IMPROVEMENT DISTRICT IS SEPARATE AND APART FROM THE PINNACLE MASTER ASSOCIATION.** THE PUBLIC IMPROVEMENT DISTRICT WAS CREATED AND IS AUTHORIZED BY THE CITY OF AMARILLO TO CONSTRUCT, INSTALL, AND MAINTAIN ENHANCED PUBLIC IMPROVEMENTS WITHIN THE PINNACLE SUBDIVISION, WHICH ARE IN ADDITION TO THE PUBLIC IMPROVEMENTS AND SERVICES THAT NORMALLY WOULD BE PROVIDED BY THE CITY. THE COSTS OF THE ENHANCED PUBLIC IMPROVEMENTS WILL BE PAID FROM PID ASSESSMENTS LEVIED BY THE CITY AGAINST LOTS LOCATED IN THE PUBLIC IMPROVEMENT DISTRICT. **THE PID ASSESSMENTS ARE SEPARATE FROM AND IN ADDITION TO THOSE ASSESSMENTS REQUIRED UNDER THESE RESTRICTIONS AND THE ASSOCIATION ASSESSMENTS THAT ARE PAYABLE TO THE PINNACLE MASTER ASSOCIATION, INC. PURSUANT TO THE MASTER DECLARATION.** UNTIL CHANGED BY THE CITY OF AMARILLO, THE PID ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT WILL BE BASED UPON THE NUMBER OF SQUARE FEET IN A LOT. AN OWNER OF A LOT MAY NOT AVOID PAYMENT OF THE PID ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT.

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

G. **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.

H. **IMPORTANT NOTICE:** THE RECORDING OF THIS DOCUMENT IN THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS, SERVES AS CONSTRUCTIVE NOTICE TO ALL PERSONS THAT THE SUBDIVISION IS SUBJECT TO THE TERMS OF THIS PINNACLE UNIT NO. 3 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, THE PINNACLE MASTER DECLARATION, THE BYLAWS OF PINNACLE MASTER ASSOCIATION, INC., AND ALL OTHER DOCUMENTS GOVERNING THE PINNACLE MASTER ASSOCIATION, INC. ALL PERSONS ARE CONSIDERED TO HAVE NOTICE OF THE CONTENTS CONTAINED IN SUCH DOCUMENTS REGARDLESS OF WHETHER SUCH PERSONS HAVE EXAMINED SUCH DOCUMENTS. **IF YOU DO NOT UNDERSTAND THE EFFECT OF THE CONTENTS OF SUCH DOCUMENTS, CONSULT AN ATTORNEY BEFORE PURCHASING ANY PROPERTY INCLUDED IN THE PINNACLE SUBDIVISION.**

DECLARATION

Now, therefore, Declarant adopts the above Recitals and adopts, establishes, and imposes the following covenants, conditions, liens, and restrictions upon the Property and declares that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, and restrictions.

Article 1 DEFINITIONS

The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

1.1 “**Architectural Control Committee**” means a committee composed in accordance with Section 9.3 of the *Bylaws of Pinnacle Master Association, Inc.* and which has the authority to grant or withhold architectural control approval in accordance with the provisions set forth in Article 4 and other portions of these Restrictions.

1.2 “**Association**” means the Pinnacle Master Association, Inc., a Texas non-profit corporation.

1.3 “**Board**” means the Board of Directors of the Association.

1.4 “**Building Plan**” has the meaning set forth in Section 4.1.

1.5 “**City**” means the City of Amarillo, Texas.

1.6 “**Common Areas**” means the areas designated as a “Common Area” on the Plat of the Property.

1.7 “**Declarant**” means Rockrose Development, LLC, a Texas limited liability company, and its successors and/or assigns to whom any of those rights and powers expressly reserved herein to Declarant are conveyed or assigned in writing, whether in whole or in part, but excluding any Person merely purchasing one or more Lots from Declarant.

1.8 Intentionally omitted.

1.9 “**Initial Short-Term Rental Notice**” has the meaning set forth in Section 2.17.

1.10 “**Landscape Requirements**” has the meaning set forth in Section 5.1.

1.11 “**Long-Term Rental**” has the meaning set forth in Section 2.18.

1.12 “**Lot**” means each Lot (each a “**Lot**” and collectively “**Lots**”) shown on the Plat as amended from time to time, including improvements located on the Lots, except for the Common Areas, Streets, and alleys.

1.13 “**Master Declaration**” means the “Pinnacle Master Declaration” recorded in the Official Public Records of Randall County, Texas, under Document No. 2019005996, and any amendments or modifications thereto.

1.14 “**Notice of Failure to Respond**” has the meaning set forth in Section 4.4.

1.15 “**Owner**” means each Person who is a record owner of a fee simple interest in any Lot, but excluding (i) any Non-Member Owner and (ii) any Person who holds only a lien or interest in the Lot as security for the performance of an obligation.

1.16 “**Person**” means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.17 “**PID**” means the Pinnacle Public Improvement District approved by the City in Resolution No. 08-01-17-1 adopted by the City Council on August 1, 2017.

1.18 “**Plat**” means the plat recorded in the Official Public Records of Randall County, Texas, under Document No. 2019005701.

1.19 “**Property**” means the following described property:

All of Pinnacle Unit No. 3, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2019005701,

including other tracts of land within the PID that Declarant, or any Developer as defined in the Master Declaration, may acquire in the future and subject to these Restrictions. Declarant or any other Developer may, in its sole discretion and without the joinder of any other person, subject land included in the PID to any portion of these Restrictions by recording a document imposing upon such land any of the provisions of these Restrictions. The document must describe the land to be subjected to these Restrictions and must be recorded in the Official Public Records of Randall County, Texas.

1.20 “**Residence**” means one detached single-family residence designed or intended to be occupied as the home or residence of not more than one family or persons living together as a single housekeeping unit, and may include a “mother-in-law quarters” or similar living area so long as it is attached to the main single-family residence.

1.21 “**Restrictions**” means this document entitled “First Amended and Restated Pinnacle Unit No. 3 Declaration of Covenants, Conditions, and Restrictions”.

1.22 “**Short-Term Rental**” has the meaning set forth in Section 2.17.

1.23 “**Short-Term Rental Log**” has the meaning set forth in Section 2.17.

1.24 “**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.”

1.25 “**Streets**” means any paved surface located in a City right-of-way dedicated for motor vehicle use, generally located along the front of the homes. Alleys, on the other hand, are paved surfaces within City right-of-ways and are generally located along the rear of homes. For the purpose of the “Street” definition, alleys are NOT “Streets”.

1.26 “**Street Trees**” has the meaning set forth in Section 5.2.

1.27 “**Subsequent Short-Term Notice**” has the meaning set forth in Section 2.17.

1.28 Intentionally omitted.

Any capitalized term used in these Restrictions, to the extent not defined herein, shall have the same meaning given to such term in the Master Declaration.

Article 2 RESTRICTIONS ON USE OF LOTS

2.1 **Residential Use.** All Lots are to be used for residential purposes only; however, Declarant may authorize Lots to be used by builders temporarily for model homes. Subject to the provisions of Sections 2.4 and 2.5, no building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot and other buildings approved in writing by the Architectural Control Committee.

2.2 **Residential Use Only.** No Residence may be occupied or used for Short-Term Rental purposes except by one family consisting of persons related by blood, adoption, or marriage, or by a number of persons (whether or not related) no greater than two people per bedroom located in the Residence.

2.3 **Restrictions on Resubdivision.** No Lot may be subdivided (i) into a lesser depth than that shown on the Plat except by City condemnation for extra width of Streets, or (ii) without Declarant’s written consent.

2.4 **Composite Building Site.** Any Owner who owns a Lot plus one or more adjoining Lots and/or a portion of an adjoining Lot may, with the prior written approval of Declarant, consolidate such Lots into a single building site. The side Lot setback for such building site will

be measured from the exterior of the combined Lots, and the minimum floor area applicable to such building site will be the larger minimum floor area required by Section 3.11. The consolidated building site will be considered one Lot for voting purposes and the payment of Annual Membership Dues. However, the PID assessment will be calculated based on the total square footage of the combined building site.

2.5 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, both of which may be placed on a Lot only in places which are not visible from any Street, unless otherwise approved in writing by the Architectural Control Committee; (ii) a temporary construction trailer placed on a Lot by a builder or contractor during construction of the Residence on that Lot; and (iii) a prefabricated storage building or other building of a similar nature so long as such building is (a) located on a Lot so that it is not visible from any Street that the Lot abuts, unless otherwise approved in writing by the Architectural Control Committee, (b) no larger than 200 square feet, (c) no greater than ten feet in height, (d) located entirely inside a fence that is at least six feet tall, and (e) harmonious in color to the Residence located on the Lot.

2.6 Playground Equipment. Unless otherwise approved in writing by the Architectural Control Committee, no trampolines, jungle gyms, swing sets, or other types of playground equipment may be placed on a Lot unless such items are either: (i) not visible from any Street, or (ii) no greater than ten feet in height and located entirely inside a fence that is at least six feet tall.

2.7 Greenhouses and Gazebos. As required in Section 4.1, no greenhouse or gazebo may be placed or constructed on a Lot without the prior written approval of the Architectural Control Committee.

2.8 New Construction. Except as allowed by Section 2.5, no prefabricated structure or any type of building may be moved onto a Lot unless otherwise approved in writing by the Architectural Control Committee. All structures on a Lot must be constructed on the building site unless otherwise approved in writing by the Architectural Control Committee.

2.9 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, or similar vehicle or equipment may be parked for storage in the Street or driveway or front yard of any Residence on the Property, nor may any such vehicle or equipment be parked for storage in the side or rear yard of the Residence on a Lot if it is visible from the Street that the Residence on the Lot fronts. 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 and used for the construction, maintenance, or repair of a Residence or any Common Area in the immediate vicinity. Only passenger automobiles, passenger vans, and pickup trucks, all of which must be in operating condition, have current license plates and inspection stickers, and be in regular use as motor vehicles on the streets and highways of the State of Texas, may be temporarily parked on the Street or in the driveway where visible from the Street.

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

2.11 **Prohibited Animals.** No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property except dogs, cats, and other household pets to provide companionship for the occupants of the Residence. Animals are not to be raised, bred, or kept for commercial purposes or for food. No Person can keep cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, or any other similar animal or fowl on a Lot. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community.

2.12 **Outdoor Pets.** No more than two outdoor pets will be permitted on each Lot. Pets must be restrained or confined on the back of the Lot inside a fenced area or within the Residence unless the pet is properly supervised and leashed and does not create a threat or a nuisance. It is the pet owner's responsibility to keep the Lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep their dogs from excessive barking so as not to disturb other Owners. All pets must be properly supervised. Owners must clean-up and remove all of their pets' debris when Owners are walking or exercising their pets on public sidewalks or the Common Areas.

2.13 **Uncontrolled Animals.** If an Owner violates the provisions of Section 2.11 or 2.12 (*e.g., failing to control barking dogs*) then Declarant, the Association, the Owner of any Lot included in the PID, or any other Owner may recover from the violating Owner reasonable attorneys' fees and court costs incurred in enforcing the provisions of Sections 2.11 and 2.12. All such costs will be assessed as a "Special Individual Assessment" pursuant to Section 3.5 of the Master Declaration without the requirement of a Majority Vote of the Members. The Owner incurring such expense shall give notice of the expense to the Board who shall then issue a Special Individual Assessment against the violating Owner pursuant to Section 3.5 of the Master Declaration. The Person incurring such attorneys' fees and court costs may enforce the provisions of this section as provided (i) in Article 3 of the Master Declaration, or (ii) in Section 7.8 hereof, or (iii) by applicable law.

2.14 **Junk/Trash.** No portion of the Property may be used as a dumping ground for junk, dead tree limbs, rubbish, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, or discarded appliances or furniture. Trash, garbage, and other waste may not be kept on any Lot except in the City's approved containers. If trash, garbage, waste, or debris will not fit into the City approved containers, it must be temporarily contained out of site from public view until it can fit into the City approved containers or be completely removed from the Property, and it shall not be permanently stored on any portion of the Property; provided, however, tree limbs may be temporarily placed in such a location as may be required by the City for pickup by the City.

2.15 **Antennas.** Except with the written approval of the Architectural Control Committee, 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 Residence located on such Lot fronts. In the event it is impossible for an Owner to receive an adequate signal from a location allowed in this Section 2.15, the Owner shall provide the Board with a letter certifying to such from the service provider for the Antenna, and the installation of the Antenna on such Owner's Lot shall be subject to any rules and regulations that may be promulgated by the Board setting out the allowed alternate location(s) for such Antenna. 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.

2.16 Prohibited Activities. No Lot or improvement may be used for retail 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. Nothing in this Section 2.16 prohibits a builder's temporary use of a Residence as a sales office or model home, but a builder must cease using the Residence as a sales office or model home within six months after written notice from Declarant. Nothing in this Section 2.16 prohibits an Owner's use of a Residence for quiet, inoffensive activities such as a home office, tutoring, giving music or art lessons, or similar uses so long as such activities (i) do not materially increase the number of cars parked on the Lot or Street or interfere with other Owners' use of Streets and the enjoyment of their Residences and yards, and (ii) are in compliance with City ordinances.

2.17 Short-Term Rentals. To the extent permitted by law and City of Amarillo ordinances, the Short-Term Rental of a Residence is permitted so long as the Owner of such Residence complies with the regulations set forth in this Section 2.17. For the purposes of these Restrictions, "**Short-Term Rental**" is defined as renting, leasing, or granting the right to use a Residence (or a portion thereof) for a period of fewer than 28-consecutive days in exchange for money or other consideration. The regulations set forth herein are intended to protect the Owners, ensure compliance with these Restrictions, and maintain the character of the Property and the value of Lots.

Before an Owner may use his or her Residence for Short-Term Rental purposes, the Owner must first provide the Association, via its managing agent, with written notice ("**Initial Short-Term Rental Notice**") of the Owner's intent to use the Residence for a Short-Term Rental, unless the Board waives the notice requirement. The Initial Short-Term Rental Notice shall include the following information: (a) the address of the Residence to be used for the Short-Term Rental; (b) the name(s) of the Owner of such Residence; (c) the mailing address, phone number, and email address of the Owner; (d) any medium (such as Airbnb, Craigslist, HomeAway, VRBO, etc.) the Owner will use to advertise the Residence for Short-Term Rental; (e) the number of bedrooms in the Residence; (f) the maximum number of guests/occupants that will be permitted under the Short-Term Rental; (g) whether the entire Residence or only a portion of the Residence (such as a bedroom or mother-in-law quarters) will be used for the Short-Term Rental; (h) if only a portion of the Residence will be used for the Short-Term Rental, a description of the portion of the Residence to be used for such purposes; and (i) such other information as may be reasonably required by the Board to further the intent of this Section 2.17. The Board may promulgate a form to be used to provide the Initial Short-Term Rental Notice. Unless otherwise specified by the

Board, the Initial Short-Term Rental Notice shall be mailed by certified mail, return receipt requested, to the address of the person or entity managing the Association as set forth in the Management Certificate filed of record in the Official Public Records of Randall County, Texas.

At the time the Owner provides the Initial Short-Term Rental Notice, the Owner shall also pay or cause to be paid to the Association a fee in an amount set by the Board sufficient to cover the Association's cost involved with processing the Initial Short-Term Rental Notice as well as dealing with issues involving Short-Term Rentals. Until changed by the Board, the fee is \$75.00.

Unless waived by the Board, an Owner who uses his or her Residence as a Short-Term Rental, must maintain a written record (the "**Short-Term Rental Log**") containing the following information: (1) the dates the Residence is used as a Short-Term Rental; (2) the names of the person(s) occupying the Residence as a Short-Term Rental during such dates; (3) the following contact information for each person occupying the Residence as a Short-Term Rental: (a) mailing address, (b) phone number, (c) email address, and (d) username used to book the rental, if applicable; (4) the make, model, color, and license plate information (state, country or province, and license plate number) of each vehicle parked on the Property by such person(s); and (5) such other information as may be reasonably required by the Board to further the intent of this Section 2.17. Upon request, the Owner shall provide the Board with a copy of the Short-Term Rental Log. Further, unless waived by the Board, when an Owner agrees to allow a person or group of persons to occupy his or her Residence as a Short-Term Rental, then prior to the time that such person(s) begin to occupy the Residence, the Owner of such Residence must submit to the Association, via its managing agent, the information that is to be maintained in the Short-Term Rental Log (the "**Subsequent Short-Term Rental Notice**"). The Board may promulgate a form to be used to provide the Subsequent Short-Term Rental Notice. Unless otherwise specified by the Board, the Subsequent Short-Term Rental Notice shall be submitted by email to the person or entity managing the Association as set forth in the Management Certificate filed of record in the Official Public Records of Randall County, Texas. The Subsequent Short-Term Rental Notice must be submitted each time the Residence will be occupied by different persons or by the same persons for a different rental period.

The Board may require a fee to be paid to the Association each time a Subsequent Short-Term Rental Notice is submitted, but at this time, no such fee is required. Any such fee shall be in an amount set by the Board sufficient to cover the Association's cost involved with processing the Subsequent Short-Term Rental Notice as well as dealing with issues involving Short-Term Rentals.

The Board may impose more stringent requirements upon Owners who have more than one Residence within the Property used for Short-Term Rental purposes. By way of example only, the Board may require such Owners to pay a fee each time a Subsequent Short-Term Rental Notice is submitted, while not requiring such a fee to be paid by Owners who have only one Residence within the Property used for Short-Term Rental purposes.

Each Owner shall be responsible for ensuring each person occupying his or her Residence for Short-Term Rental purposes fully complies with these Restrictions. A violation of these

Restrictions by a person occupying a Residence as a Short-Term Rental shall be considered a violation by the Owner of such Residence.

2.18 **Long-Term Rentals.** The Long-Term Rental of a Residence is permitted. For the purposes of these Restrictions, “**Long-Term Rental**” is defined as renting, leasing, or granting the right to use a Residence (or a portion thereof) for a period of at least 28 consecutive-days in exchange for money or other consideration. Each Owner shall be responsible for ensuring each person occupying his or her Residence for Long-Term Rental purposes fully complies with these Restrictions. A violation of these Restrictions by a person occupying a Residence as a Long-Term Rental shall be considered a violation by the Owner of such Residence.

2.19 **Easement Protection.** Within easements on each Lot, no structures, planting, or materials may be placed or permitted to remain which may: (i) damage or interfere with the installation and maintenance of utilities, (ii) change the direction of flow within drainage channels, or (iii) obstruct or retard the flow of water through drainage channels.

2.20 **Signs.** No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than sixteen square feet advertising the Residence for rent or sale, (ii) signs of not more than sixteen square feet used by a builder during construction and sales periods, (iii) signs used by Declarant to advertise the Property during the Development Period, and (iv) one or more signs not larger than four feet by six feet each 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. All 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; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) violates a law; (vi) contains language, graphics, or any display that would be offensive to the ordinary person; (vii) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists, or (viii) contains words such as “distressed”, “foreclosure”, or “bankruptcy” in advertising a property for sale or rent. Declarant or the Association may remove a sign displayed in violation of this Section 2.20.

2.21 **Clothes Drying/Yard Equipment.** The drying of clothes in public view is prohibited. An enclosure must be constructed as required by the Architectural Control Committee to screen from public view clothes drying facilities, yard maintenance equipment, and other equipment and materials.

2.22 **No Fires.** Except within fireplaces in the Residence or within outdoor wood burning structures approved in writing by the Architectural Control Committee and except for outdoor cooking on appropriate outdoor cooking equipment, no burning of anything is permitted anywhere on the Property.

2.23 **No Foreign Items on Common Areas.** No trampolines, jungle gyms, swing sets, other types of playground equipment, signs of any kind, or any other items or structures may be placed on the Common Areas unless they are owned and maintained by the PID or the Association.

2.24 **No Vehicles in Common Areas.** No golf carts, go-peds, go-carts, motorcycles, mopeds, or any other motorized vehicles of any type are permitted on the Common Areas or on sidewalks except wheelchairs, carts, and scooters being used by the physically impaired and landscape equipment being used to maintain the Common Areas.

2.25 **Parties on the Common Areas.** Disruptive parties and disruptive congregations of people on the Common Areas are prohibited.

2.26 **Solar Energy Devices.** Subject to terms of this Section 2.26, Owners may install Solar Energy Devices on the roof of a Residence, 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 Architectural Control Committee (collectively, the “**Approved Locations**”). Prior to installing a Solar Energy Device, an Owner shall submit its plans for the Solar Energy Device to the Architectural Control Committee and obtain the Architectural Control Committee’s written approval of such plans. The Architectural Control Committee shall approve or disapprove of the Owner’s plans within 60 days of the date the Architectural Control Committee 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 (i) is located in the Common Areas, or (ii) as adjudicated by a court, threatens the public health or safety or violates a law, is prohibited. The Architectural Control Committee may not withhold approval if the guidelines of this Section 2.26 are met or exceeded unless the Architectural Control Committee 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.

Article 3 CONSTRUCTION PROCEDURES

3.1 **Front Elevation of Residence.** All Residences must be constructed to front on the Street that the Lot abuts unless the Lot abuts two Streets, in which case the Residence must front,

as required by the Architectural Control Committee in writing and in its sole discretion, on either of the two Streets or partially on both.

3.2 **Height of Residence.** No Residence may be more than two stories in height above ground unless otherwise approved in writing by the Architectural Control Committee.

3.3 **Garage Required.** Unless otherwise approved in writing by the Architectural Control Committee, each Residence must have a minimum of a two-car attached garage, which must conform in design and materials with the main structure of the Residence.

3.4 **Garage Orientation.** If a garage will not be oriented so that it is only rear entry from the alley, the orientation of such garage is subject to the review and written approval of the Architectural Control Committee.

3.5 **Driveways.** An Owner who desires a circle drive or other drive that enters from the Street must obtain the written approval of the Architectural Control Committee for such a drive. Drive openings on Attebury Drive frontage are specifically prohibited. All driveways must be surfaced with concrete or a similar substance approved in writing by the Architectural Control Committee.

3.6 **New Materials.** All building materials must be new unless approved in writing by the Architectural Control Committee; however, used brick is acceptable.

3.7 **Building Materials.** No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. During construction, material must be placed only within the property lines of the Lot upon which the improvements are to be erected. Construction and use of material must progress without undue delay.

3.8 **Completion of Residence.** All Residences and other structures must be completed within 12 months from the date construction is commenced unless such time period is extended by the Architectural Control Committee in writing.

3.9 **HVAC Systems.** All exterior heating, ventilation, and air conditioning systems ("**HVAC**") must be screened so the HVAC systems are not visible from the Streets. If the screen around the HVAC systems is not brick or wood fence material, the Owner must obtain the written approval of the Architectural Control Committee for the design and materials for the screen around the HVAC systems. HVAC systems may not be installed in front of a Residence. HVAC systems may not be installed on the roof of a Residence where they are visible from any Street unless approved by the Architectural Control Committee in writing. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Residence or at any other location where it is visible from any Street.

3.10 **Underground Utilities.** All utilities must be installed underground.

3.11 **Minimum Floor Area.** The total air conditioned living area of the Residence, as measured to the outside of exterior walls but exclusive of open porches, garages, patios, basements and detached buildings, must be at least:

Rockridge Parkway

(a) 3,500 square feet, but if two stories, there must be at least 2,500 square feet on the ground floor on: Lots 1 through 9, Block 6; and Lots 12 through 20, Block 7.

Valleyview Drive

(b) 2,800 square feet, but if two stories, there must be at least 2,000 square feet on the ground floor on: Lots 10 through 18, Block 6.

Meadow Ridge Drive

(c) 2,800 square feet, but if two stories, there must be at least 2,000 square feet on the ground floor on: Lots 1 through 11, Block 7.

Kinlee Court

(d) 2,800 square feet, but if two stories, there must be at least 2,000 square feet on the ground floor on: Lots 1 through 3, Block 1.

Seton Place

(e) 2,800 square feet, but if two stories, there must be at least 2,000 square feet on the ground floor on: Lots 1 through 7, Block 2.

Hillstone Avenue

(f) 2,800 square feet, but if two stories, there must be at least 2,000 square feet on the ground floor on: Lots 8 through 13, Block 2; and Lots 1 through 6, Block 3.

Hollow Landing Avenue

(g) 2,800 square feet, but if two stories, there must be at least 2,000 square feet on the ground floor on: Lots 7 through 11, Block 3; and Lots 1 through 5, Block 4.

Stonecrest Drive

(h) 2,500 square feet, but if two stories, there must be at least 1,800 square feet on the ground floor on: Lots 4 through 17, Block 1; and Lots 1 through 8, Block 5.

3.12 **Exterior Walls.** Unless otherwise approved by the Architectural Control Committee in writing, the exterior walls of each building constructed on a Lot must be at least 75% brick, brick veneer, stone, or stone veneer, or any combination of brick and stone materials. Other masonry material, synthetic stucco, stucco, or other siding may only be used if approved in writing by the Architectural Control Committee. All chimneys must be 100% brick, brick veneer, stone, or stone veneer unless otherwise approved in writing by the Architectural Control Committee.

3.13 **Setback Requirements.** All Residences must be constructed so they comply with the City of Amarillo ordinances regarding building setbacks. Further, the following Lots must comply with the following additional requirements:

(a) **Rockridge Parkway.**

On Lot 9, Block 6 and Lot 12, Block 7, no building, fence, or other structure shall be located on such lots nearer than 25 feet from the property lines that abut Rockridge Parkway and Hollow Landing Avenue, unless otherwise approved in writing by the Architectural Control Committee.

3.14 Intentionally omitted.

3.15 Intentionally omitted.

3.16 **Roof Pitch.** All roofs must have a minimum pitch of 8 and 12 unless otherwise approved in writing by the Architectural Control Committee.

3.17 **Roof Materials.** The Architectural Control Committee has the right to approve the color and type of all roofing materials. Unless otherwise approved in writing by the Architectural Control Committee, roof colors shall consist of the following: blacks and charcoal or similar dark colors. Unless otherwise approved in writing by the Architectural Control Committee, all roofs having composition shingles must be laminated shingles with at least a 30-year warranty by the manufacturer. In some cases, the Architectural Control Committee may consider approving clay tile or concrete tile when it is determined by the Architectural Control Committee to be architecturally relevant to the design of the structure.

3.18 **Outbuildings.** Any outbuilding to be constructed on a Lot must be in compliance with Article 4.

3.19 **Fences.** If a fence is not a six to eight foot tall wood or brick fence or combination thereof, the Owner must obtain written approval from the Architectural Control Committee before construction of the fence. No fence or wall will be permitted to extend nearer to a Street abutting the front Lot line than the front of the Residence, unless otherwise approved in writing by the Architectural Control Committee. Fences or walls erected by Declarant or any builder will become the property of the Owner of the Lot on which the same are erected and—if no other party maintains the fences or walls—must be maintained and repaired by the Lot Owner. There cannot be any chained link or wire fence that is visible from a Street or alley on any Lot. No chained link or wire fence may be used for an exterior perimeter fence except for a temporary construction fence. Any temporary construction fence is subject to review and written approval by the Architectural Control Committee.

3.20 **Sidewalks.** When building a Residence on a Lot, an Owner must build a sidewalk adjacent to the back of the curb that complies with City ordinances and the Americans with Disabilities Act.

3.21 **Portable Sanitary Systems.** During construction on any Lot, each builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until the construction is completed. The portable sanitary system must be located at the rear of the Lot and must be timely serviced and cleaned to prevent odors.

3.22 **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 an approved container to prevent trash from blowing off of the construction site. The container must be emptied periodically so there is always room for the trash. Builders must prevent, to the extent possible, construction trash from blowing out of the container and off the construction site. Each Owner is responsible for the control of and the disposal of left over construction material and construction debris. No construction material or construction debris may be dumped on any of the Property except on the building site and must be periodically removed so that the building site is cleaned of construction material and debris.

3.23 **Concrete Washout.** During construction on any Lot, each builder must coordinate with his concrete contractor to conduct all concrete washing only at areas designated by Declarant for disposal of excess concrete. If a concrete contractor dumps any excess concrete at any place on the Property that is not approved by Declarant, the builder or Owner who contracted with the concrete contractor must immediately remove the concrete from the Property.

3.24 **Natural Gas Service.** Natural gas service is provided along the front of the Lots. It is the responsibility of the Owner or builder to coordinate with the natural gas provider regarding the location and extension of the gas service line and meter. If the meter is not located inside a fence, it must be screened in such a manner that the visibility of the meter from the Streets is minimized as much as possible. The method of screening the meter is subject to the review and written approval of the Architectural Control Committee, and landscaping materials are the preferred method of screening.

3.25 **Building Site Elevation.** Declarant intends, but has no obligation, to construct a wall along Attebury Drive. The wall will not be a retaining wall. Accordingly, no construction may begin on the following Lots until the Owner or builder has obtained Declarant's written approval of the proposed finished grade of such Lots, which approval shall be in the sole discretion of Declarant:

- (a) Lots 1, 7, and 8, Block 1;
- (b) Lots 1 and 20, Block 7; and
- (c) Lots 1 and 18, Block 6.

Article 4 ARCHITECTURAL CONTROL

4.1 **Authority.** Except as permitted by Sections 2.5 and 2.6, no Residence, building, greenhouse, gazebo, fence, wall, driveway, or other structure may be commenced, erected, altered, reroofed, placed, replaced, or kept on a Lot, or the exterior remodeled, altered, stained, painted, or repainted, until all colors, plans and specifications, and a plot plan (collectively, the "**Building**

Plan”) have been submitted to and approved in writing by the Architectural Control Committee; provided, however, it will not be necessary to obtain approval from the Architectural Control Committee if the only action to be taken is the staining, painting, or repainting of the exterior and if the exterior color scheme is not being changed from the color scheme previously approved in writing by the Architectural Control Committee. The requirement set forth in the previous sentence applies not only to new construction but also to the construction of new additions or remodels that will alter the appearance of the exterior of the Residence or other structure from what was previously approved in writing by the Architectural Control Committee. The Architectural Control Committee may refuse to approve a Building Plan that may, in the sole reasonable discretion of the Architectural Control Committee, adversely affect the enjoyment of Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, Declarant will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.

4.2 Plan Submittal. A complete copy of the Building Plan must be submitted in digital form (in Portable Document Format or such other format approved by the Architectural Control Committee) to the Architectural Control Committee or its designee by email (read receipt requested). The Building Plan must be submitted at least 15 days before commencement of the work contemplated by the Building Plan. The Building Plan must—if at all possible—show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations, floor plans, and site plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used on the exterior. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the Architectural Control Committee upon request.

4.3 Multiple Submissions of Building Plan. If the Building Plan submitted to the Architectural Control Committee does not include all the information required in Section 4.2 at the first submittal, the remaining information must be submitted to the Architectural Control Committee within five days after the date of the first submittal. If all the information required in Section 4.2 is not included in the Building Plan and timely submitted to the Architectural Control Committee the second time, no future submittal of the Building Plan will be considered or approved unless, at the discretion and request of the Architectural Control Committee, the Person submitting the Building Plan pays the Architectural Control Committee a non-refundable submission fee as established by the Architectural Control Committee, which may not exceed \$250.00 per submission.

4.4 Approval Procedure. When the Building Plan meets the approval of the Architectural Control Committee, a representative of the Architectural Control Committee will send an email to the person furnishing the Building Plan stating that the plan is approved. If the Building Plan is not approved by the Architectural Control Committee, a representative of the Architectural Control Committee will send an email to the person furnishing the Building Plan stating the plan is not approved and including the reasons for disapproval. Any exterior modification of an approved Building Plan must again be submitted to the Architectural Control Committee for approval. The Architectural Control Committee’s approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the Architectural Control Committee. If the Architectural Control Committee fails to approve

or disapprove the Building Plan within 15 days after the date of submission of all information required, the person who submitted the Building Plan may send a written notice to the Architectural Control Committee by certified mail, return receipt requested, including a copy of the email whereby the Building Plan was submitted and stating that a response has not been received ("**Notice of Failure to Respond**"). If the Architectural Control Committee fails to approve or disapprove the Building Plan within 5 days after its actual receipt of a Notice of Failure to Respond, the Architectural Control Committee shall be deemed to approve the Building Plan that was submitted, but only as to any items specifically set forth therein. In case of a dispute about whether the Architectural Control Committee responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date the Architectural Control Committee received the Building Plan, that all required information was included, and the date the Architectural Control Committee received the Notice of Failure to Respond.

4.5 **Standards.** The Architectural Control Committee shall use its best efforts to promote and insure a high level of architectural design, quality, harmony, taste, and conformity throughout the Property consistent with these Restrictions. The Architectural Control Committee will have the sole reasonable discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the Architectural Control Committee is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar, or irregular structures on the Property. The Architectural Control Committee, from time to time, may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of these Restrictions.

4.6 **Rules and Regulations.** The Architectural Control Committee may promulgate and enforce reasonable rules and regulations to carry out its architectural control duties or conduct its proceedings, including the formulation of guidelines to govern construction and maintenance of improvements and for the establishment and collection of a reasonable fee for performance of its architectural control duties and functions. The Architectural Control Committee may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.

4.7 **Arbitration.** An Owner aggrieved by a decision of the Architectural Control Committee regarding the Owner's Lot will have the right to appeal the Architectural Control Committee's decision to the Board. To do so, within 15 days following the date of the Architectural Control Committee's decision, the Owner must give the Architectural Control Committee and the Board written notification that the Owner is appealing the decision to the Board. The Board shall issue a decision within 30 days after the Owner gives timely notice of the appeal. The decision of the Board will be final and binding upon the Owner and the Architectural Control Committee.

4.8 **Deviation.** The Architectural Control Committee may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of the rules and regulations of these Restrictions relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the Architectural Control Committee's sole judgment, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as

a whole. The Architectural Control Committee may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for a variance. The Architectural Control Committee may require an Owner to pay the Association a reasonable fee determined by the Architectural Control Committee for granting a request for a variance. The Architectural Control Committee from time to time may alter its view of appropriate architecture in an attempt to promote diverse styles and to remain relevant over the years while development is ongoing.

4.9 **Liability Limitation of the Architectural Control Committee.** The members of the Architectural Control Committee and the partners, officers, directors, agents, employees, shareholders, and attorneys of any member of the Architectural Control Committee have no liability for decisions made by the Architectural Control Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Building Plan will be the responsibility of the Owner of the Lot. The Architectural Control Committee has no obligation to check for errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of these Restrictions, State or Federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

Article 5 LANDSCAPING AND LOT APPEARANCE

5.1 **Landscape Requirements.** Unless otherwise approved in writing by the Architectural Control Committee, each Owner must comply with the landscape requirements set forth in Sections 5.2, 5.3, 5.4, 5.5, and 5.6 (the “**Landscape Requirements**”) at the Owner’s own cost and expense.

5.2 **Trees.** For the purposes of this Article 5, approved trees (the “**Street Trees**”) are:

- (a) Cedar Elm (*Ulmus crassifolia*);
- (b) Red Oak (*Quercus texana* or *shumardi*);
- (c) Lace Bark Elm (*Ulmus parvifolia*); and,
- (d) Green Glory Locust (*Gleditsia triacanthos inermis [sterile only]*).

5.3 **Tree Measurements.** The Street Trees must be only single trunk of at least 3-inch caliper as measured at a point 12 inches above the surface of the root ball. All Street Trees must comply with criteria as set forth in the latest edition of the American Standards for Nursery Stock as published by the American Association of Nurserymen.

5.4 **Tree Location.** The intent of this Section 5.4 is to establish a line of Street Trees that are 8 to 9 feet behind the curb of all Street frontages (except Attebury Drive). Unless otherwise approved in writing by the Architectural Control Committee, the Owner of each Lot must plant and maintain at least the following number of Street Trees on such Owner’s Lot based on the total feet of frontage the Owner’s Lot has on the Street(s) (as reflected on the Plat):

<u>Feet of Frontage on Street(s)</u>	<u>Minimum Number of Street Trees Required on Lot</u>
0.01' to 55.00'	2
55.01' to 85.00'	3
85.01' to 115.00'	4
115.01' to 145.00'	5
145.01' to 175.00'	6
175.01' to 205.00'	7
205.01' to 235.00'	8
235.01' to 265.00'	9
265.01' to 295.00'	10

Unless otherwise approved in writing by the Architectural Control Committee, the Street Trees shall be located as follows:

- (a) Each Street Tree shall be located 8 to 9 feet behind the curb of the Street, or for corner lots, the Streets, which the Owner's Lot abuts (except Attebury Drive, where no Street Trees are required).
- (b) The Street Trees shall be located so that they are no less than 15 feet apart and no more than 30 feet apart on the Owner's Lot.
- (c) A Street Tree shall be located no closer than 7.5 feet and no further than 15 feet from each lot line between the Owner's Lot and the adjoining Lot(s), or for corner Lots, the adjoining alley.

Prior to installation of Street Trees, each Owner or builder must submit to the Architectural Control Committee, or its agent, for approval a Street Tree or landscape plan showing the exact proposed locations of the Street Trees and the type of trees. The Architectural Control Committee, or its agent, will have the sole right to approve or not to approve the plan and location of Street Trees along Street frontages in order to accommodate minor deviations from the Street Tree requirements for driveways, sidewalks, and other improvements, and/or to comply with City of Amarillo line of sight requirements. It is contemplated that in the event the Architectural Control Committee approves a circle driveway or similar structure, the Architectural Control Committee may (but shall not be required to) approve a deviation with respect to the number of required Street Trees and/or location of the Street Trees. An Owner will have no right to change the location of Street Trees along the Street frontages as originally approved by the Architectural Control Committee or its agent unless a new a Street Tree plan is submitted to and approved by the Architectural Control Committee.

5.5 Landscaping. Except for sidewalks, patios, driveways, Street Trees, and other landscape approved in writing by the Architectural Control Committee, all yards visible from any Street must be covered with shrubbery, flowers, live ground cover, sod, or any combination thereof. Further, a Lot Owner may, without first seeking the approval of the Architectural Control

Committee, plant live trees of any type anywhere on the Lot that is at least 15 feet behind the curb of the Street, or for corner lots, the curb of each Street, which the Owner's Lot abuts.

5.6 Irrigation System. Unless otherwise approved in writing by the Architectural Control Committee, upon completion of a Residence, the Owner must install an automatic irrigation system covering all areas of any yards visible from any Street.

5.7 Completion of Landscaping. Unless otherwise approved in writing by the Architectural Control Committee, Landscape Requirements, including the planting of Street Trees, must be completed prior to the issuance of the certificate of occupancy by the City of Amarillo or occupancy of the Residence.

5.8 Maintenance of Landscaping. An Owner, at the Owner's own cost and expense, shall maintain such Lot and its landscaping in a neat and attractive manner and shall not permit weeds, vegetation, or grass to grow in an unsightly or unattractive manner on the Lot. The Owner's maintenance obligations include, but are not limited to, responsibility for:

- (a) replacing dead or damaged Street Trees in a timely manner with live approved Street Trees in the same locations as originally approved by the Architectural Control Committee unless a new location is approved in writing by the Architectural Control Committee;
- (b) watering and fertilizing all landscaping;
- (c) keeping Street Trees pruned so that branches will not impede pedestrians' use of the sidewalk, approximately 7' to 8' above the walk;
- (d) pruning trees;
- (e) mowing grass;
- (f) edging grass along sidewalks;
- (g) insect control for all landscaping;
- (h) maintaining the yards in a sanitary and attractive manner; and,
- (i) maintaining the irrigation system in good operating condition.

5.9 Vacant Lots. An Owner of a Lot without a completed Residence must keep such Lot reasonably free of weeds and debris and must maintain the Lots in a neat and attractive manner at the Owner's own cost an expense.

5.10 Easement. If any Owner fails to comply with any of the requirements of this Article 5, the Association, Declarant, or its assigns may, at its option, enter upon the Owner's Lot to perform the obligations imposed by this Article 5 and shall not be deemed guilty of trespass by

reason of such entry. The Owner of the affected Lot will be obligated, when presented with an itemized statement, to reimburse the Association or Declarant for the cost of the work. This provision may be enforced as a Special Individual Assessment, as provided in Section 3.5 of the Master Declaration, without the necessity of a vote by the Members.

Article 6 EASEMENTS

6.1 **Utility Easements.** Declarant, the Association, and providers of utility services have and are granted easements for installation, maintenance, repair, removal, and operation of utilities and drainage facilities on, under, and across the easements and for the removal of any obstruction that may be placed in an easement that would constitute interference with the use of the easement or with the use, maintenance, operation, or installation of the utility. Neither the City, utility companies, Declarant, nor the Association has any obligation to repair any improvements or landscaping installed in any easement.

6.2 **Other Easements.** Declarant, the Association, and their representatives have an easement as reasonably necessary for ingress and egress at all times over and upon the Property to carry out all of their rights, functions, duties, and obligations set out in these Restrictions. Any entry by Declarant, the Association, or their representatives upon a Lot must be made with as little inconvenience to the affected Owner as practical. Each Owner of a Lot must mow weeds and grass and keep and maintain in a neat and clean condition any easement that may traverse any portion of the Lot.

6.3 Intentionally omitted.

Article 7 GENERAL PROVISIONS

7.1 **Recorded Plat.** 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 referred to therein or not.

7.2 **Maintenance of Improvements.** Each Owner must:

- (a) maintain the exterior of the Residence, buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
- (b) replace worn and rotten materials;
- (c) regularly repaint or restain all exterior 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.

7.3 **Common Areas.** The Common Areas may be used by the Owners of the Lots as walkways and jogging paths. The Declarant or the Association may from time to time promulgate and enforce reasonable rules and regulations for the use of the Common Areas.

7.4 **Mortgages.** The breach of any provision hereof will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot or any part thereof encumbered by such mortgage or deed of trust, but the provisions will be binding as to Lots acquired by foreclosure, trustee's sale, or otherwise, only as to any breach occurring after such acquisition of title.

7.5 **Term.** These Restrictions will run with and bind title to the Property and will remain in full force and effect for a period of 60 years after the Master Declaration is recorded in the Official Public Records of Randall County, Texas. These Restrictions will thereafter extend automatically for successive periods of 10 years unless changed by an amendment or termination as provided in Section 7.15.

7.6 **Severability.** If any condition, covenant, or restriction herein contained is invalid—which invalidity will not be presumed until it is determined by the final non-appealable judgment 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.

7.7 **Binding Effect.** Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each Person acquiring any part of the Property and each Person owning any land included in the PID. This instrument, when executed, will be filed for record in the Official Public Records of Randall County, Texas, so that each Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

7.8 **Enforcement.** Declarant, the Association, and the Owner of any Lot included in the PID have the right to have these Restrictions 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 thereof and to recover damages. The Owner of each Lot has the right to have these Restrictions 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 these Restrictions is made in the document conveying the Lot to the Owner. Failure to enforce these Restrictions will not be deemed a waiver of the right to do so thereafter.

7.9 **Inspection of Lots.** During reasonable hours and after providing at least five days' written notice to the Lot Owner, members of the Architectural Control Committee and the Board of Directors, or an authorized representative of any of them, shall have the right to enter upon and inspect any Lot and the buildings or structures thereon (but shall not have the right to enter any building or structure), for the purpose of ascertaining whether or not the provisions of these Restrictions have been or are being complied with. Such persons shall not be deemed guilty of trespass by reason of such entry.

7.10 **Other Authorities.** If other authorities, such as the City, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities must be met. Other authorities' imposition of lesser requirements than those set forth herein do not supersede or diminish the requirements herein.

7.11 **Address for Architectural Control Committee.** Any plan submission must be made at the following email address: matt@rockroseamarillo.com. Any other notice or correspondence to the Architectural Control Committee must be made at the following address:

7830 Hillside Road, Unit 300
Amarillo, Texas 79119

7.12 **Address for Owners.** Any notice or correspondence to an Owner of a Lot must be addressed to the street address of the Lot.

7.13 **Address for Declarant.** Any notice or correspondence to Declarant must be made at the following address:

7830 Hillside Road, Unit 300
Amarillo, Texas 79119

7.14 **Change of Address.** Declarant or the Architectural Control Committee may change its address for notice and plan submission by recording a notice of change of address in the Official Public Records of Randall County, Texas.

7.15 **Amendment or Termination.** The Owners (as shown by the Official Public Records of Randall County, Texas) of legal title to at least sixty percent (60.0%) of the Lots included in the PID may amend or terminate the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments or termination, except that during the Development Period (as such term is defined in the Master Declaration), no such amendment will be valid or effective without the written consent of Declarant. Declarant will be under no obligation to consent to any amendment or termination of these Restrictions. If the requisite number of Owners do not execute any such amendment or termination within sixty (60) days of the date the first Owner executes such amendment or termination, the amendment or termination will fail.

7.16 **Assignability.** Declarant and its successors and assigns may assign their rights, privileges, duties, and obligations hereunder by documents signed by Declarant or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, which documents must be recorded in the Official Public Records of Randall County, Texas.

7.17 **Approvals.** All consents and other evidences of approval by Declarant or the Architectural Control Committee must be in writing and signed by Declarant or the Architectural Control Committee before they are binding. Any approval or disapproval by Declarant or the Architectural Control Committee is to be provided in the sole discretion of such party unless specifically stated otherwise herein.

7.18 **Attorneys' Fees.** If attorneys' fees are incurred for the enforcement of these Restrictions, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs. Attorneys' fees assessed against an Owner may be collected as a Special Individual Assessment as provided in Section 3.5 of the Master Declaration without the necessity of a vote by the Members.

7.19 **Time.** Time is of the essence.

7.20 **Gender.** When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

7.21 **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 Owner deems necessary, desirable, or appropriate with respect to Owner's Lot. Such inquiries and investigations of Owner include, but are not limited to, inquiries and investigations regarding (i) the physical components of all portions of the Lot, (ii) the condition of the Lot, (iii) the state of facts that an accurate survey and inspection of the Lot would show, (iv) the present and future zoning ordinances affecting the Lot, (v) the value and marketability of the Lot, and (vi) resolutions and regulations of the City, county and state where the Lot is located.

Owner, by its purchase of any Lot, accepts such 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 Lot 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, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Dated the 5 day of SEPT., 2019.

DECLARANT AND OWNER OF 100% OF LOTS INCLUDED IN THE PID:

Rockrose Development, LLC,
a Texas limited liability company

By: [Signature]
Matt Griffith, Vice President

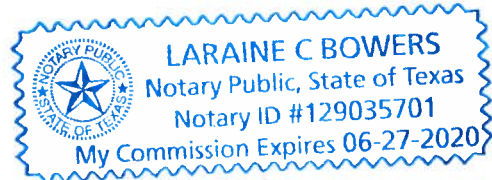
THE STATE OF TEXAS

§
§
§

COUNTY OF Randall

This instrument was acknowledged before me on this the 5 day of September, 2019, by **Matt Griffith**, Vice President of **Rockrose Development, LLC**, a Texas limited liability company, on behalf of said company.

[Signature]
Notary Public



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]
Susan B Allen

2019015973
09/10/2019 08:57 AM
Fee: 112.00
Susan B. Allen, County Clerk
Randall County, Texas
REST