

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**FIRST AMENDMENT OF MESQUITE RIDGE UNIT NO. 1  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

*This First Amendment of Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions is made effective this 15th day of September, 2024.*

**RECITALS**

A. WHEREAS, Llano Construction Company, LLC filed that certain *Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions* dated August 24, 2021, recorded under Clerk's File No. 2021020372, Official Public Records of Randall County, Texas (the "**Mesquite Ridge Unit No. 1 CCRs**");

B. WHEREAS, Llano Construction Company, LLC has assigned its rights as Declarant to Mesquite Ridge Canyon Development, LLC dated March 26, 2024, recorded under Clerk's File No. 2024006249 Official Public Records of Randall County, Texas;

C. WHEREAS, the Mesquite Ridge Unit No. 1 CCRs, as amended hereby, affects all of Mesquite Ridge Unit No. 1, 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 Clerk's File No. 2021016441;

D. WHEREAS, this Amendment is being made in accordance with the terms of Section 7.15 of the Mesquite Ridge Unit No. 1 CCRs, in that (i) the Owners of legal title to at least sixty percent (60%) of the Lots included in the PID have agreed to this amendment, and (ii) Declarant has signed this Amendment to acknowledge its consent thereto; and

E. WHEREAS, any capitalized term that is not defined herein, shall have the meaning given to such term in the Mesquite Ridge Unit No. 1 CCRs.

**AMENDMENT**

NOW, THEREFORE, the above recitals are adopted and incorporated herein, and the Mesquite Ridge Unit No. 1 CCRs are amended as follows:

1. Section 2.10 is hereby deleted and replaced with the following:

**“Vehicles.** No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper, tractor, or similar vehicle or equipment (collectively, “Vehicle”) may be parked for storage on a Lot nor on any non-paved portion of a Lot unless the view of the Vehicle is concealed from all other lots and Streets within the Subdivision, except as set forth in Section 2.10 (a) below. This restriction does not apply to any Vehicle temporarily parked and used for the construction, maintenance, or repair of a Residence on the Lot where the Vehicle is parked. Only passenger automobiles, passenger vans, and pickup trucks not larger than a one-ton pickup, 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 a Lot on paved portions of a Lot. No Vehicle may be used as a residence or office temporarily or permanently. A driveway, Street, or unfenced portion of a Lot may not be used for repair, maintenance, or restoration of Vehicles except for emergency repairs, and then only to the extent necessary to enable movement of the Vehicle off the driveway, Street, or unfenced portion of the Lot.

- (a) Notwithstanding anything to the contrary in this Section 2.10 above, one vehicle may be parked on the side or back of the residence as follows:
  - i. Vehicle must meet requirements of Section 2.10; and
  - ii. Vehicle must be maintained and not stripped down, wrecked, junked, or inoperable.

The ARC shall have absolute authority to determine from time to time whether a vehicle is maintained and/or inoperable according to the Association

2. The first sentence in Section 3.8 is hereby deleted and replaced with the following:

**“HVAC Systems.** All exterior heating, ventilation, and air conditioning systems (“HVAC”) must be screened so the HVAC systems are not visible from the Streets, unless approved by the ARC.”

3. Section 3.22 is hereby deleted and replaced with the following:

**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 meter is not visible from the street or visibility is minimized as much as possible. The method and extent of screening the meter is subject to the review and written approval of the ARC, and landscaping materials are the preferred method of screening. To the extent allowed by standards of the natural gas provider and any applicable laws, codes or ordinances, meters shall be located on or immediately next to the Residence in a manner and location approved in writing by the ARC.”

4. The following is added to the end of Section 5.2:

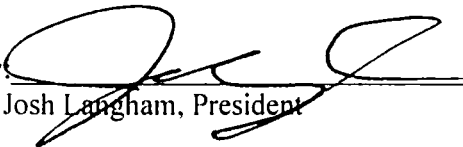
“Although the ownership of the Lot does not include the Drainage Easement shown on the Plat, each Lot Owner must maintain the public drainage ditch or drainage at the front of each Lot as more particularly set forth in Section 5.7 below. The Drainage Easement may be maintained in grasses reasonably similar to the remainder of the Front Yard. If approved in writing by Randall County, or any other applicable governmental authority, and by the ARC, the Drainage Easement may be surfaced with appropriate rock or similar materials.”

Other than the above-stated amendment, the Mesquite Ridge Unit No. 1 CCRs shall continue in full force and effect as drafted.

Effective the 15th day of September 2024.

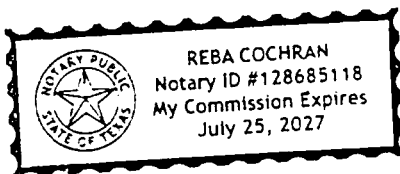
IN WITNESS WHEREOF, the undersigned Josh Langham, as the duly elected, qualified and acting President of the Mesquite Ridge Master Association, Inc., a Texas non-profit corporation, hereby certifies on behalf of the Association that this *First Amendment of Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions* was duly adopted by the Members of the Association, Owner, and Declarant, and shall take effect upon its recording in the Official Public Records of Randall County, Texas.


Mesquite Ridge Master Association, Inc.,  
a Texas non-profit corporation

By:   
Josh Langham, President

THE STATE OF TEXAS           §  
   §  
COUNTY OF Randall       §

This instrument was acknowledged before me on this the 9<sup>th</sup> day of October, 2024, by Josh Langham, President of the Mesquite Ridge Master Association, Inc, a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public

**APPROVAL BY OWNER**

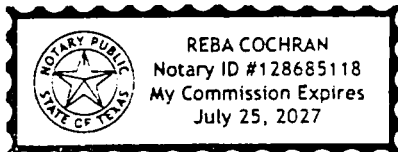
Mesquite Ridge Canyon Development, LLC, as the owner of \_\_\_\_\_ out of the current \_\_\_\_\_ Lots within the subdivision (\_\_\_\_\_ % percent) approves the foregoing *First Amendment of - Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions*.


Mesquite Ridge Canyon Development, LLC,  
a Texas limited liability company

By:   
Josh Langham, Manager

THE STATE OF TEXAS §  
COUNTY OF Randall §  
§

This instrument was acknowledged before me on this the 9<sup>th</sup> day of October, 2024, by Josh Langham, Manager of Mesquite Ridge Canyon Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

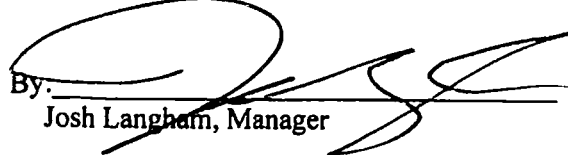


  
Notary Public

**APPROVAL BY DECLARANT**

Mesquite Ridge Canyon Development, LLC, as the Declarant, approves the foregoing *First Amendment of Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions*.

Mesquite Ridge Canyon Development, LLC,  
a Texas limited liability company

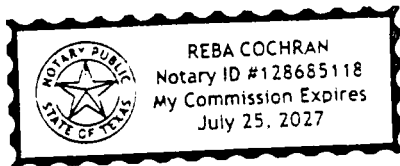
By:   
Josh Langham, Manager

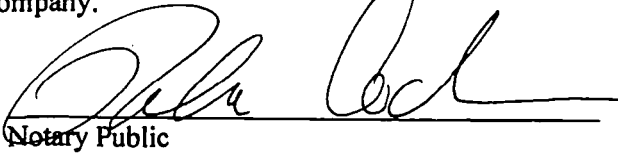
THE STATE OF TEXAS

COUNTY OF Randall

§  
§  
§

This instrument was acknowledged before me on this the 9th day of October, 2024, by Josh Langham, Manager of Mesquite Ridge Canyon Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public

## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Susan B. Allen*

2024018009

10/18/2024 12:12:24 PM

Fee: \$45.00

Susan B. Allen, County Clerk

Randall County, Texas

AG

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**MESQUITE RIDGE UNIT No. 1**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS, AND RESTRICTIONS**

This *Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions* is made by Llano Construction Company, LLC, a Texas limited liability company, for the purposes set forth herein.

**RECITALS**

A. Llano Construction Company, LLC, a Texas limited liability company, is the owner of the Property described in Section 1.26.

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 document, 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 1.19.

D. **IMPORTANT NOTICE REGARDING PROPERTY OWNERS ASSOCIATION:** PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE MESQUITE RIDGE MASTER ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF MESQUITE RIDGE MASTER ASSOCIATION, INC. AS A MEMBER OF THE MESQUITE RIDGE MASTER ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE MESQUITE RIDGE SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSOCIATION ASSESSMENTS (*IN ADDITION TO THOSE ASSESSMENTS REQUIRED UNDER THESE RESTRICTIONS*) LEVIED BY THE MESQUITE RIDGE MASTER ASSOCIATION 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. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO THE ASSESSMENT LIEN DESCRIBED IN ARTICLE 3 OF THE MASTER DECLARATION.

F. **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.

G. **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 MESQUITE RIDGE UNIT NO. 1 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS; THE MESQUITE RIDGE MASTER DECLARATION; THE BYLAWS OF MESQUITE RIDGE MASTER ASSOCIATION, INC.; AND ALL OTHER DOCUMENTS GOVERNING THE MESQUITE RIDGE 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 MESQUITE RIDGE SUBDIVISION.**

## DECLARATION

Now, therefore, Declarant adopts the above Recitals and incorporates them herein as a substantive part of these Restrictions 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 **"Accessory Buildings"** means any buildings located on a Lot that are not a Residence, including structures such as detached garages, barns, workshops, cabanas, guest houses, and other outbuildings, but excluding Permitted Temporary Structures.

1.2 **"Architectural Review Committee" or "ARC"** means a committee composed in accordance with the *Bylaws of Mesquite Ridge 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.

1.3 **"Association"** means the Mesquite Ridge Master Association, Inc., a Texas non-profit corporation.

1.4 **"Board"** means the Board of Directors of the Association.

1.5 **"Building Plan" or "Plans"** has the meaning set forth in Section 4.1.

1.6 **"Common Areas"** means any areas or infrastructure designated as a "Common Area" on the Plat of the Property together with any areas or infrastructure accepted by the Association as "Common Areas". "Common Areas" shall include the following infrastructure, which Declarant intends, but has no obligation, to install: (i) street lights, (ii) the Entry Signs, (iii) a fence between Helium Road and the Fence Lots, and (iv) landscaping/grass in the drainage/bar ditch area between the Fence Lots and Helium Road, from the Western boundary of the Fence Lots up to the edge of the pavement for Helium Road. The Association shall be responsible for maintaining the Common Areas.

1.7 **"Cul-De-Sac Lots"** means Lots 13, 14, 15, and 16, Block 1, Mesquite Ridge Unit No. 1; Lots 9 and 10, Block 2, Mesquite Ridge Unit No. 1; and Lots 25, 26, 27, and 28, Block 2, Mesquite Ridge Unit No. 1, which are located on a cul-de-sac or curved portion of a Street.

1.8 **"Declarant"** means Llano Construction Company, 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.

1.9 **"Development Period"** has the meaning set forth in the Master Declaration.

1.10 **"Entry Sign(s)"** has the meaning set forth in Section 6.3.

1.11 **"Entry Sign Easement Area(s)"** has the meaning set forth in Section 6.3.

1.12 **"Entry Sign Easement Holder"** has the meaning set forth in Section 6.3.

1.13 **"Fence Lots"** means Lots 1, 14, 15 and 28, Block 1, Mesquite Ridge Unit No. 1; and Lot 1, Block 2, Mesquite Ridge Unit No. 1.

1.14 **"Front Lot Line"** means, unless otherwise designated in writing by the ARC, the Lot Line(s) abutting the Street that a Residence located on such Lot is required to face pursuant to Section 3.1.

1.15 **"Front Yard"** has the meaning set forth in Section 5.2.

1.16 **"Land"** has the meaning set forth in the Master Declaration.

1.17 **"Landscape Development Plan"** means the Landscape Development Plan for Mesquite Ridge Unit No. 1 attached hereto as Exhibit "D".

1.18 **"Landscape Improvement"** means the street lights and utility planting screens as depicted on the Landscape Development Plan.

1.19 **"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.

1.20 **"Lot Line"** means the legal boundary lines of a Lot.

1.21 **"Master Declaration"** means the "Mesquite Ridge Master Declaration" recorded in the Official Public Records of Randall County, Texas, under Instrument No. 202102337, and any amendments or modifications thereto.

1.22 **"Mesquite Ridge Unit No. 1"** means:

All of Mesquite Ridge Unit No. 1, a suburban subdivision to the City of Amarillo in Randall County, Texas, out of Section 35, Block 1, Tyler Tap R.R. Co. Survey, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2021016441.

1.23 **"Non-Member Owner"** has the meaning set forth in the Master Declaration.

1.24 **"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.

1.25 **"Person"** means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.26 **"Plat"** means the plat recorded in the Official Public Records of Randall County, Texas, under Instrument No. 2021016441.

1.27 **"Permitted Temporary Structures"** has the meaning set forth in Section 2.6.

1.28 **"Property"** means the property described in the attached Exhibit "A", which has been platted as Mesquite Ridge Unit No. 1, together with any other tracts of real property adjacent thereto that Declarant may subject to these Restrictions in the future by recording a document imposing upon such real property any or all of the provisions of these Restrictions. The document must describe the real property to be subjected to these Restrictions and must be recorded in the Official Public Records of Randall County, Texas.

1.29 **"Rear Lot Line"** means unless otherwise designated in writing by the ARC, any Lot Line that is not the Front Lot Line and does not connect to the Front Lot Line.

1.30 **"Rear Yard"** shall refer to the area that extends from the rear building line of the Residence to the Rear Lot Line.

1.31 **"Related Sign Improvements"** has the meaning set forth in Section 6.3.

1.32 **"Residence"** means one detached single-family dwelling 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 dwelling.

1.33 **"Restrictions"** means this document entitled "Mesquite Ridge Unit No. 1 Declaration of Covenants, Conditions, and Restrictions", and any amendments or modifications thereto.

1.34 **"Secondary Entry Sign Easement"** has the meaning set forth in Section 6.3.

1.35 **"Side Lot Line"** means unless otherwise designated in writing by the ARC, any Lot Line that connects to a Front Lot Line.

1.36 **"Side Yards"** shall refer to the area that extends the entire length of each side of the Residence from the side of the Residence to the Side Lot Lines.

1.37 **"Street Trees"** has the meaning set forth in Section 5.5.

1.38 **"Solar Energy Device"** has the meaning assigned by Section 171.107 of the Texas 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 energy. 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."

1.39 **"Subdivision"** has the meaning set forth in the Master Declaration.

1.40 **"Streets"** means any paved surface dedicated on the Plat for motor vehicle use, generally located along the front of the homes.

1.41 **"Tree Map and Landscape Plan"** means the document of the same name attached hereto as Exhibit "C".

1.42 **"Typical Driveway Layout"** means the document set forth on Exhibit "B" attached hereto.

1.43 **"Vehicle"** has the meaning set forth in Section 2.10.

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 Only.** 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 provision of Section 2.4, no building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot, one Accessory Building per Lot, Permitted Temporary Structures, and other buildings approved in writing by the ARC.

**2.2 Single-Family Dwelling.** The Residence must be a single-family dwelling, and no duplexes or other multi-family dwellings are permitted. A Residence may be occupied by only 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 further subdivided, or its boundary lines changed, without the ARC's written consent; provided, however, Declarant may subdivide, change the boundary line of, or replat any Lot it owns.

**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, if approved in writing by the ARC, consolidate such Lots into a single building site. The side setback for such building site will be measured from the exterior of the combined Lots. The consolidated building site will be considered one Lot for voting purposes and the payment of Annual Membership Dues.

**2.5 Accessory Buildings.** Unless otherwise approved in writing by the ARC, no more than one Accessory Building may be built or maintained on each Lot.

(a) *Timing of Construction.* Unless otherwise approved in writing by the ARC, construction of an Accessory Building may not begin until construction of the Residence on the Lot has commenced.

(b) *Location.* An Accessory Building shall be located in a location approved by the ARC that is no closer to the Street than the rear building line of the Residence.

(c) *Size.* An Accessory Building shall have no sidewalls taller than sixteen feet (16') in height and no greater than 3,000 square feet in area.

(d) *Materials.* The exteriors of all Accessory Buildings shall be constructed with (i) the same materials used for the exterior of the Residence located on the Lot, or (ii) of other masonry material that, in the ARC's sole discretion, is harmonious with the exterior of the Residence located on the Lot, or (iii) metal with a factory applied non-reflective painted finish in a color that, in the ARC's sole discretion, is harmonious with the exterior of the Residence located on the Lot. All building materials for Accessory Buildings must be new unless approved in writing by the ARC; however, used brick is acceptable.

(e) *Harmonious with Residence.* All Accessory Buildings must be, in the ARC's sole discretion, visually harmonious with the Residence. In determining whether an Accessory Building is visually harmonious with the Residence, the ARC may consider factors such as construction details, roof pitch, whether the Accessory Building will have matching or complementing dominant colors, and any other factor the ARC deems pertinent.

**2.6 Temporary Structures, Children's Playhouses, Dog Houses, and Storage Buildings.** No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, shipping container, or structure of any kind of a temporary character will be permitted on any Lot except the following (the "**Permitted Temporary Structures**"): (i) children's playhouses and dog houses so long as they are no closer to the Street than the rear building line of the Residence; (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 maximum of one prefabricated storage building or other building of a similar nature so long as such building is (a) no closer to the Street than the rear building line of the Residence, (b) no larger than 200 square feet, (c) no greater than ten feet in height, and (d) harmonious in color to the Residence located on the Lot.

**2.7 Greenhouses and Gazebos.** As set forth in Section 4.1, no greenhouse, gazebo, or similar structure may be placed or constructed on a Lot without the prior written approval of the ARC.

**2.8 Playground Equipment.** Unless otherwise approved in writing by the ARC, no trampolines, jungle gyms, swing sets, or other types of playground equipment may be placed on a Lot unless such items are located no closer to the Street than the rear building line of the Residence and meet the setback requirements in Section 3.13 below. Playground equipment is limited to a height of no more than 12 feet.

**2.9 New Construction Only.** Except as allowed by Section 2.6, no prefabricated structure or any type of building may be moved onto a Lot unless otherwise approved in writing by the ARC. All structures on a Lot must be constructed on the building site at the Lot unless otherwise approved in writing by the ARC.

**2.10 Vehicles.** No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper, tractor, or similar vehicle or equipment (collectively, "**Vehicle**") may be parked for storage on a Lot nor on any non-paved portion of a Lot unless the view of the Vehicle is concealed from all other lots and Streets within the Subdivision. This restriction does not apply to any Vehicle temporarily parked and used for the construction, maintenance, or repair of a Residence on the Lot where the Vehicle is parked. Only passenger automobiles, passenger vans, and pickup trucks not larger than a one-ton pickup, 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 a Lot on paved portions of a Lot. No Vehicle may be used as a residence or office temporarily or permanently. A driveway, Street, or unfenced portion of a Lot may not be used for repair, maintenance, or restoration of Vehicles except for emergency repairs, and then only to the extent necessary to enable movement of the Vehicle off

the driveway, Street, or unfenced portion of the Lot.

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

**2.12 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.

**2.13 Outdoor Pets.** No more than four 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.

**2.14 Uncontrolled Animals.** If an Owner violates the provisions of Section 2.12 or 2.13 (*e.g., failing to control barking dogs*) then Declarant, the Association, the Owner of any Lot within the Subdivision, or any other Owner may recover from the violating Owner reasonable attorneys' fees and court costs incurred in enforcing the provisions of Sections 2.12 or 2.13. 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.

**2.15 Junk/Trash/Garbage Disposal.** 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 trash containers. If trash, garbage, waste, or debris will not fit into a trash container, it must be temporarily contained out of site from public view until it can fit into a trash container or be completely removed from the Property, and it shall not be permanently stored on any portion of the Property.

Each Owner, at the Owner's expense, shall contract with a trash service for the regular pickup of all trash and other debris. Lots are designed for trash pick-up from the driveway that abuts the Front Lot Line. Receptacles shall be on the driveway as specified by the Declarant

or the ARC. Trash containers must be roll-off containers or of the type as reasonably designated by the ARC. Owners shall follow all rules and regulations established by any governmental entity and/or their private trash removal service for the pick-up of trash and debris. Trash containers shall not be placed on the county or state road right-of-way. All trash containers shall be enclosed on three sides by a fence made of wood (or other material approved in writing by the ARC), in a configuration commonly known as board on board wherein boards are placed on both sides of the rails in an overlapping pattern so that all gaps between vertical boards are completely covered by the boards on the opposite side of the rails. The upper rail of the fence must be constructed as a cap of 2 x 6 boards to maintain stability and integrity of the fence. Such fence shall be four feet (4') in height.

**2.16 Prohibited Activities.** Hunting, shooting, and the use of firearms on the Property are prohibited except to protect life or property. 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 any applicable laws and ordinances.

**2.17 Mailboxes.** It is expected that the U.S. Postal Service will provide mail service by use of cluster boxes, or other receptacles, therefore, each Lot is imposed with an easement and each Owner consents to the placement of a mailbox cluster or other receptacle if such is on any Lot deemed necessary or advisable by the U.S. Postal Service or the ARC.

**2.18 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.

**2.19 Signs.** No sign of any kind may be displayed to the public view on any Lot except (i) one sign at any one time of not more than five square feet advertising the Residence for rent or sale, (ii) one sign at any one time of not more than five square feet advertising an open house; (iii) one sign at any one time of not more than sixteen square feet used by a builder during the initial construction and sale of a Residence, (iv) signs used by Declarant to advertise the Property during the Development Period, (v) the Entry Signs described in Section 6.3, and (vi) 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 (10<sup>th</sup>) day after the date of the election to which the sign relates, but only one sign for each candidate or measure. All signs shall be ground-mounted, and an Owner shall not display a sign that (a) contains roofing material, siding, paving materials, flora,



one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components; (b) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (c) includes the painting of architectural surfaces; (d) threatens the public health or safety; (e) violates a law; (f) contains language, graphics, or any display that would be offensive to the ordinary person; (g) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists, or (h) 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.

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

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

**2.22 Antennas.** Except with the written approval of the ARC, no antenna, disc, satellite dish, or other equipment for receiving or sending over-the-air reception of television broadcast signals, multichannel multipoint distribution service, or direct broadcast satellite services (collectively, "**Antenna**") shall be located on any Lot so that it is visible from the Street that the Residence located on such Lot faces; provided, however, one Antenna no larger than 36 inches in diameter may be located so that it is visible from the Street so long as such Antenna is located on the back 50% of the Residence. In the event it is impossible for an Owner to receive an adequate signal from a location allowed in this Section 2.23, 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 locations(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.

**2.23 Solar Energy Devices.** Subject to terms of this Section 2.24, 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 ARC (collectively, the "**Approved Locations**"). Prior to installing a Solar Energy Device, an Owner shall submit its plans for the Solar Energy Device to the ARC and obtain the ARC's written approval of such plans. The ARC shall approve or disapprove of the Owner's plans within 60 days of the date the ARC receives the Owner's plans. A Solar Energy Device may not be located anywhere on a Lot except the Approved Locations unless an alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in one of the Approved Locations. A Solar Energy Device located on a roof (i) may not extend higher than the dwelling's or other permitted improvement's roofline, (ii) may not have a frame, a support bracket, or visible piping

or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, and (iii) shall conform to the slope of the roofline and have a top edge that is parallel to the roofline. A Solar Energy Device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio in which the Solar Energy Device is located. A Solar Energy Device shall not be installed on a Lot in a manner that voids material warranties. A Solar Energy Device that, as adjudicated by a court, threatens the public health or safety or violates a law, is prohibited. The ARC may not withhold approval if the guidelines of this Section 2.24 are met or exceeded unless the ARC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities; provided, however, the written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes *prima facie* evidence that substantial interference does not exist. Notwithstanding anything to the contrary contained in this Article 2.23, Developer has determined that placing the Solar System on the front roof substantially interferes with the use and enjoyment of Lot Owners property by causing unreasonable discomfort and annoyance to persons of ordinary sensibilities.

**2.24 Wind Generators.** During the Development Period, no wind generator, wind turbine, or other device designed to convert wind to usable wind energy ("**Wind Generator**") may be installed or maintained on any Lot unless approved in writing by the ARC, which approval may be withheld by the ARC for any reason or no reason at all, in the sole discretion of the ARC. Once the Development Period ends, a single Wind Generator may be installed and maintained on any Lot provided that it meets the following requirements: (i) if located on a Residence or Accessory Building, is on a portion of a such Residence or Accessory Building that does not face a Street; (ii) is located behind the rear building line of the Residence on the Lot; (iii) is not mounted on a pole; and (iv) is approved in writing by the ARC and meets any other requirements imposed by the ARC.

**2.25 Dirt Tracks Prohibited.** The construction or use of any tracks, course jumps, or trails for motorized dirt bikes, motorcycles, 3-wheelers, 4-wheelers, all terrain vehicles (ATVs), utility task vehicles (UTVs), or similar vehicles is prohibited within the Subdivision.

**2.26 Oil Drilling Operations.** No oil drilling, oil development operation, oil refining, or quarrying, exploration for or extraction of minerals, or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any Lot. No derrick or other structure designed for use of boring for oil and/or natural gas shall be erected, maintained or permitted on any Lot.

### Article 3 CONSTRUCTION PROCEDURES

**3.1 Front Elevation of Residence.** Except as set forth below, all Residences must be constructed to front on the Street that the Lot abuts unless otherwise approved in writing by the ARC. For the following Lots, which abut two streets, the Residence must face the "Front Street" designated below, unless otherwise approved in writing by the ARC:

**Lot within Mesquite Ridge Unit No. 1****Front Street**

Lots 1 and 7, Block 1

Agave Dr.

Lots 8 and 21, Block 1

Cicada Trl.

Lots 22 and 28, Block 1

Dessert Willow Dr.

Lot 1, Block 2

Desert Willow Dr.

Lot 16, Block 2

Crossvine Dr.

Lot 38, Block 2

Thornbush Dr.

The ARC shall have the sole authority to designate the direction that the Residence must face on the Cul-De-Sac Lots and Lots 9 and 10, Block 2, Mesquite Ridge Unit No. 1.

Further, in the event of a question regarding what direction a Residence must face not otherwise addressed in this Section 3.1, the ARC shall have the sole authority to designate the direction that the Residence must face. When the ARC has the authority to designate the direction that a Residence must face, the ARC's designation shall be provided in connection with its review and approval of the Plans for a Residence pursuant to Article 4.

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

**3.3 Garage Required.** Unless otherwise approved in writing by the ARC, 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. All garage doors shall be constructed in a manner to be harmonious in quality and color with the exterior of the Residence as determined by the ARC.

**3.4 Approaches and Driveways.** All approaches and driveways must be: (a) constructed in accordance with the Plat and the Typical Driveway Layout; (b) approved in writing by the ARC; (c) constructed of concrete and shall be maintained in good condition; (d) a minimum of twelve feet (12') wide; and (e) shall accommodate at least three vehicles for off-street parking. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius into the driveway entrance and shall not impede or alter proper drainage of water. The Owner shall be responsible for installing a culvert if it is required by any governmental authority, and the culvert shall be repaired immediately by the Owner, if damaged. Although the ARC may reasonably alter the requirements, approaches and driveways which are not located on Cul-De-Sac Lots must generally conform to the Typical Driveway Layout as set forth on Exhibit "B".

**3.5 New Materials.** All building materials must be new unless approved in writing by the ARC; however, used brick is acceptable.

**3.6 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.

3.7 **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 ARC in writing.

3.8 **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 ARC 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 ARC 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.

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

3.10 **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 2,000 square feet.

3.11 **Exterior Walls.** Unless otherwise approved by the ARC in writing, the exterior walls of each building constructed on a Lot must be at least 60% brick, brick veneer, stone, stone veneer, or stucco, or any combination of such materials; provided, however, the type of stucco must be approved in writing by the ARC. Other masonry material, or other siding may only be used if approved in writing by the Architectural Review Committee.

3.12 **Setback Requirements.** The following setback requirements apply (setbacks are measured as the distance between the applicable Lot Line and the closest point of any part of the Residence, Accessory Building, Permitted Temporary Structures, or other approved building to the applicable Lot Line):

- (a) **Front Setback.** Except as set forth below, no Residence, Accessory Building, Permitted Temporary Structure, or other approved building shall be located closer than **40 feet** to any portion of the Front Lot Line ("**Minimum Front Setback Line**"), and no Residence may be located farther than **60 feet** from any portion of the Front Lot Line ("**Maximum Front Setback Line**"). The following exemption applies:
  - i. neither the Minimum Front Setback Line nor the Maximum Front Setback Line apply to the Cul-De-Sac Lots and Lots 9 and 10, Block 2, Mesquite Ridge Unit No. 1. For such Lots, the Owner must obtain the written approval of the ARC for the location of the Residence and all other structures to be built or placed upon such Lots, and the ARC shall use its sole discretion

to maintain the appearance and symmetry of the neighborhood.

- (b) **Side Setback.** No Residence, Accessory Building, or Permitted Temporary Structure shall be located on any Lot nearer than **10 feet** to any portion of a Side Lot Line.
- (c) **Rear Setback.** No Residence, Accessory Building, or Permitted Temporary Structure shall be located on any Lot nearer than **10 feet** to any portion of a Rear Lot Line.

**3.13 Septic System.** No open cesspools, outside toilets or privies shall be erected, constructed, or maintained on any Lot. A metal, concrete, or manufactured septic tank of a minimum of 1,500 gallons (unless a smaller capacity is allowed by law, in which case the required capacity shall be as required by law) with adequate subterranean field tile shall be installed for servicing each Residence constructed on a Lot, unless otherwise approved in writing by the ARC. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water. Septic systems must be located as per setbacks set forth herein and as on the Plat, if any, and shall comply in all respects with all applicable laws and regulations. Unless otherwise approved in writing by the ARC, all leach lines connected to the septic system are to be located within the back 50% of the Lot and must be approved by the county health department; provided, however, for Lots 9, 10, 15, and 16, Block 2, Mesquite Ridge Unit No. 1, the ARC shall have the right to specify the location of the Septic System and the Owner shall obtain the ARC's written approval of the location prior to installation.

**3.14 Water Wells.** Water wells must be located as per setbacks on the Plat, if any, and shall comply in all respects with all applicable laws and regulations. Unless otherwise approved in writing by the ARC the water well is to be located on the front fifty percent (50%) of the Lot and approved by the county health department; provided, however, for Lots 9, 10, 15, and 16, Block 2, Mesquite Ridge Unit No. 1, the ARC shall have the right to specify the location of the water wells, and the Owner shall obtain the ARC's written approval of the location prior to drilling. Only submersible pumps having not more than two horsepower in capacity shall be used in a water well located on a Lot. No above-ground irrigation motors or similar devices (whether gasoline or electric) shall be used on any Lot. No water wells shall be drilled within 15 feet from a Side Lot Line or within 20 feet from a Street or public right-of-way. All water produced from a well located on a Lot shall be utilized solely on the Lot where the well is located for domestic purposes only.

**3.15 Roof Pitch.** All roofs must have a minimum pitch of 8 and 12 unless otherwise approved in writing by the ARC.

**3.16 Roof Materials.** The ARC has the right to approve the color and type of all roofing materials used for Residences. Unless otherwise approved in writing by the ARC, roof colors for Residences shall consist of the following: black, brown, gray, and charcoal or similar dark colors. Unless otherwise approved in writing by the ARC, all roofs for Residences must be one of the following:

- (a) laminated shingles with at least a 30-year warranty by the manufacturer; and

- (b) cement, clay, or concrete tile.

Metal roofing materials may be used for porches and decorative accents if approved in writing by the ARC.

**3.17 Accessory Buildings.** Any Accessory Building to be constructed on a Lot must be in compliance with Article 4.

**3.18 Fences.** As set forth in Section 4.1, the Plans for all fences must be approved by the ARC. Additionally, fences shall meet the following requirements

- (a) *No Fence in Front Yard.* No fence or wall, or hedge that serves as a barrier, shall be located nearer to the Front Lot Line than the front of the Residence, unless otherwise approved in writing by the ARC.
- (b) *Privacy Fence in Rear Yard.* A "privacy fence" (as "privacy fence" is hereinafter defined) may but is not required to be constructed on each Lot. Any privacy fence shall meet the requirements set forth below unless otherwise approved in writing by the ARC. A "privacy fence" shall refer to a fence constructed in the Rear Yard of a Lot to screen a portion of the Rear Yard from the view of neighboring Lots. Privacy fences shall be made of cedar pickets and shall be of such design and construction as to conform to the design of the Residence. Privacy fences shall be not less than four feet (4') nor more than eight feet (8') in height. Any privacy fence may be erected only in the Rear Yard and Side Yards of a Lot. Any privacy fence shall be connected to the Residence and must not extend into the Side Yards of the Lot closer than twenty feet (20') to a Side Lot Line or Rear Lot Line. Additional privacy fencing may be allowed to enclose a swimming pool, a Vehicle, or for some other concern, provided that the ARC has first approved in writing the location of the additional privacy fencing and the materials and design to be utilized to construct the additional privacy fencing.
- (c) *Perimeter Fence.* A perimeter fence may but is not required to be constructed on each Lot. Perimeter fences shall be constructed of such materials and design as approved by the ARC. The ARC will only approve perimeter fences that, in its sole discretion, will not obstruct views, such as fences made of white three-rail steel or PVC or three-rail cedar fencing. Perimeter fences shall be not more than five feet (5') in height. Any perimeter fence must be located (a) along the Rear Lot Line and (b) along each Side Lot Line to a point that is not in front of the front building line of the Residence. All perimeter fences shall be located wholly within the boundaries of a Lot and shall not encroach across such boundaries; provided, however, that the Owners of adjoining Lots may agree to construct a fence along the common boundary of such Lots, which extends onto each Lot. To the extent any such common perimeter fence is

constructed, the Owners of the Lots on which it is located shall be jointly and severally responsible for the maintenance and repair thereof. The provisions set forth in this Subsection 3.19(c) shall not apply to the fence described in Subsection 3.24 below.

**3.19 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.

**3.20 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.

**3.21 Concrete Washout and Debris Removal.** During construction on any Lot, each builder or Owner must coordinate with its concrete contractor to conduct all concrete washing outside of the Property. If a concrete contractor dumps any excess concrete on the Property, the builder or Owner who contracted with the concrete contractor must immediately remove the concrete from the Property. The builder or Owner is also responsible for causing all construction debris associated with construction on its Lot to be removed from the Property.

**3.22 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 ARC, and landscaping materials are the preferred method of screening. To the extent allowed by standards of the natural gas provider and any applicable laws, codes or ordinances, meters shall be located on or immediately next to the Residence in a manner and location approved in writing by the ARC.

**3.23 Fence or Wall.** Declarant intends, but has no obligation, to construct a fence or wall along the Western boundary of the Fence Lots. The fence or wall will not be a retaining wall. Accordingly, no construction may begin on the Fence 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. Declarant reserves a non-exclusive easement for itself, the Association, and their respective successors and assigns over, on, under, and across the Fence Lots for the purpose of constructing, installing, erecting, maintaining, replacing, and removing a fence or wall on the Fence Lots in the location described in the first sentence of this Section 3.24. Notwithstanding anything to the contrary, Declarant shall have no obligation to construct, install, erect, maintain, replace, or remove such a fence or wall. In the event a fence or wall is constructed,

the Association shall have the obligation to maintain it at the Association's expense. If approved in writing by the ARC, an Owner of a Lot on which such a fence or wall is constructed shall have the right to make repairs (at such Owner's expense) to the portion of the fence or wall located on such Owner's Lot.

#### Article 4 ARCHITECTURAL CONTROL

**4.1 Authority.** Except as permitted by Sections 2.6 and 2.8, no Residence, Accessory Building, greenhouse, gazebo, fence, wall, driveway, swimming pool, 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**" or the "**Plans**") have been submitted to and approved in writing by the ARC; provided, however, it will not be necessary to obtain approval from the ARC 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 ARC. 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, Accessory Building, or other structure from what was previously approved in writing by the ARC. The ARC may refuse to approve a Building Plan that may, in the sole reasonable discretion of the ARC, 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 ARC) to the ARC 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 ARC upon request.

**4.3 Multiple Submissions of Building Plan.** If the Building Plan submitted to the ARC does not include all the information required in Section 4.2 at the first submittal, the remaining information must be submitted to the ARC 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 ARC the second time, no future submittal of the Building Plan will be considered or approved unless, at the discretion and request of the ARC, the Person submitting the Building Plan pays the ARC a non-refundable submission fee as established by the ARC, which may not exceed \$250.00 per submission during the first five years following the execution hereof. Thereafter, the ARC may set a reasonable fee.



**4.4 Approval Procedure.** When the Building Plan meets the approval of the ARC, a representative of the ARC 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 ARC, a representative of the ARC 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 ARC for approval. The ARC's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the ARC. If the ARC 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 ARC 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 ARC fails to approve or disapprove the Building Plan within 5 days after its actual receipt of a Notice of Failure to Respond, the ARC 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 ARC responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date the ARC received the Building Plan, that all required information was included, and the date the ARC received the Notice of Failure to Respond.

**4.5 Standards.** The ARC 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 ARC will have the sole reasonable discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the ARC is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar, or irregular structures on the Property. The ARC, 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 ARC 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 ARC 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 ARC regarding the Owner's Lot will have the right to appeal the ARC's decision to the Board. To do so, within 15 days following the date of the ARC's decision, the Owner must give the ARC 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 ARC.

**4.8 Deviation.** The ARC 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 ARC's sole and reasonable 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 ARC 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 ARC may require an Owner to pay the Association a reasonable fee determined by the ARC for granting a request for a variance. The ARC 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 ARC.** The members of the ARC and the partners, officers, directors, agents, employees, shareholders, and attorneys of any member of the ARC have no liability for decisions made by the ARC 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 ARC 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 ARC, each Owner must comply with the landscape requirements set forth in this Article 5 at the Owner's own cost and expense. The requirements set forth in Sections 5.2, 5.3, and 5.5 must be completed prior to occupancy of the Residence. For initial development, Declarant has also promulgated a Tree Map and Landscape Plan for each Lot that the ARC has approved, and with which the Owner must comply.

**5.2 Front Yard Lawn.** Except for sidewalks, patios, driveways, trees as set forth in Sections 5.5 and 5.6 below, and other landscaping approved in writing by the ARC, each Lot on which a Residence is located shall have a Front Yard (as "Front Yard" is hereinafter defined) that is sodded with one, or a combination of one or more, of the following types of grass: (a) fescue; or (b) bermuda or buffalo; or (c) if approved in writing by the ARC, a similar type of grass requiring less water; or (d) if approved in writing by the ARC, artificial turf may be used for the Front Yard in lieu of planting grass, provided, however, that such turf must be replaced on a regular basis so that the visual appearance is maintained. "**Front Yard**" shall refer to an area that extends (i) from the front building line of the Residence to the inside edge of the drainage easement along the front of each lot and (ii) from at least the entire length of the front of the Residence and extending at least 5 feet on either side of the Residence. "Front Yard" shall *not* include the portion of the driveway of the Lot that is within the drainage easement along the front of each lot as shown on the Plat.

**5.3 Automatic Irrigation System Required for Front Yard Lawn.** An automatic underground irrigation system adequate to suitably water all landscaping in the Front Yard of each

Lot shall be installed and maintained on each Lot. Each Lot on which a Residence is located shall have an underground water sprinkler system for the Front Yard for the purpose of providing sufficient water to preserve and maintain the landscaping in the Front Yard. Said sprinkler system must be properly maintained and must be operated on a regular basis to maintain said landscape in a healthy and attractive condition. All automatic irrigation systems shall have a rain sensor. No portion of any underground irrigation system shall be installed within the drainage easement along the front of each Lot. **For any Lot on which is placed a Utility Planting Screen as set forth in Article 6.4 (or on which a Landscape Improvement Easement Area with a Utility Planting Screen is placed by Declarant or Holder) permanent and appropriate irrigation for the Utility Planting Screen must be provided by the Lot Owner at Lot Owner's sole cost and expense.**

**5.4 Back and Side Yards and Remaining Portions of Lot.** The Rear Yard and Side Yards may, but are not required to be, planted in one of the types of grasses listed in Section 5.2. An automatic underground irrigation system may, but is not required to be, installed to water any grass planted in the Rear Yard and Side Yards. It is the intent of Declarant for the remaining areas of the Lot to be kept in native grass or other suitable landscaping and/or landscaped in a manner to conserve water.

**5.5 Street Trees.** For the purposes of this Section 5.5, approved street trees (the "**Street Trees**") are:

- (a) Cedar Elm (*Ulmus crassifolia*);
- (b) Red Oak (*Quercus texana* or *shumardi*);
- (c) Lace Bark Elm (*Ulmus parvifolia*);
- (d) Green Glory Locust (*Gleditsia triacanthos inermis* [sterile only]); and
- (e) any other tree approved in writing by the Architectural Control Committee.

The intent of this Section 5.5 is to establish a line of Street Trees that are 19.5 feet to 20.5 feet from the Front Lot Line. Unless otherwise approved in writing by the Architectural Control Committee, the Owner of each Lot must plant and maintain a Street Tree in each location designated for a Street Tree on such Owner's Lot as shown on the Tree Map and Landscape Plan. The Architectural Control Committee will have the right to grant variances in order to accommodate minor deviations from the locations shown on the Tree Map and Landscape Plan for driveways, sidewalks, other improvements, and other matters, in the sole discretion of the ARC. No trees, other than Street Trees planted in the approved locations, may be planted within the area on a Lot that is within 25 feet from the Front Lot Line.

**5.6 Other Trees.** So long as they are not within 25 feet from the Front Lot Line, an Owner may plant on the Owner's Lot live trees of any type except the following (which may not be planted anywhere in the Subdivision): ponderosa pine, yellow pine, or similar trees used for lumber production. On the other hand, Austrian Pines, Mondell Pines, and similar trees used for ornamental purposes are allowed.

**5.7 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 location as the original Street Trees unless a new location is approved in writing by the Architectural Control Committee;
- (b) removing or replacing dead or damages trees that are not Street Trees;
- (c) watering and fertilizing all landscaping;
- (d) pruning trees;
- (e) mowing weeds and grass, including in the drainage ditches;
- (f) mowing the entire Lot up to the Street (including within any Drainage Easement shown on the Plat);
- (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, including irrigation for any Utility Planting Screen as set forth in Articles 5.3 and 6.4.

**5.8 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.

**5.9 Easement for Enforcement.** 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 Easements Shown on Plat.** The Plat and all easements and other matters affecting the real property shown thereon are part of these Restrictions and are incorporated by reference herein.

**6.2 Utility and Drainage 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. No governmental authority, utility companies, Declarant, nor the Association has any obligation to repair any improvements or landscaping installed in any easement.

**6.3 Entry Sign Easements.** A non-exclusive easement for the erection, replacement, and maintenance of signs denoting the name of the Mesquite Ridge development (each an "Entry Sign" and collectively, the "Entry Signs"), is reserved by Declarant, the Association, and their successors and assigns (the "Entry Sign Easement Holder") over, on, under, and across the following areas (each an "Entry Sign Easement Area" and collectively, the "Entry Sign Easement Areas"):

- (a) the Northwest corner of Lot 1, Block 1, Mesquite Ridge Unit No. 1;
- (b) the Southwest corner of Lot 28, Block 1, Mesquite Ridge Unit No. 1;
- (c) the Northwest corner of Lot 1, Block 2, Mesquite Ridge Unit No.1.

Once an Entry Sign has been erected on a Lot, Declarant and the owner of the Lot where the Entry Sign is located, shall each have the right, but not the obligation, to survey the location of the Entry Sign and Related Sign Improvements (as defined below) and file a supplement to this Declaration in the Official Public Records of Randall County, Texas, with a metes and bounds legal description of the Entry Sign Easement Area; provided, however, Declarant must consent in writing to such supplement before it is filed, which consent will not be unreasonably withheld.

Entry Sign Easement Holder has the right to construct, install, erect, maintain, replace, and remove one Entry Sign within each Entry Sign Easement Area, together with any related utilities, facilities, and landscaping (the "Related Sign Improvements") over, on, under, and across any portion of the Entry Sign Easement Areas. Related Sign Improvements include, but are not limited, to the Entry Features as described on the Landscape Development Plan, attached hereto as Exhibit "D". All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Entry Signs and the Related Sign Improvements are at Entry Sign Easement Holder's sole discretion. No Structures, buildings, improvements, landscaping, equipment, or materials may be placed or permitted to remain in a location that may obstruct or interfere with the placement or visibility of the Entry Signs or the Related Sign Improvements. Entry Sign Easement Holder has the right to remove or relocate any encroachments within each Entry Sign Easement Area or along or near its boundary lines (i) if such encroachments

interfere with the placement or visibility of the Entry Sign or the Related Sign Improvements or (ii) if reasonably necessary to construct, install, erect, maintain, replace, or remove the Entry Sign or the Related Sign Improvements.

Entry Sign Easement Holder also has the right (the "**Secondary Entry Sign Easement**") to use as much of the surface of the property that is adjacent to the Entry Sign Easement Area ("**Adjacent Property**") as may be reasonably necessary to install and maintain the Entry Sign and the Related Sign Improvements. However, Entry Sign Easement Holder must promptly restore the Adjacent Property to its previous physical condition if Entry Sign Easement Holder changes such Adjacent Property while exercising its rights under this Secondary Entry Sign Easement.

The Owner of the Lot where the Entry Sign Easement Area and Adjacent Property are located must not block the view of the Entry Sign and must mow weeds and grass and keep and maintain in a neat and clean condition the Entry Sign Easement Area and Adjacent Property, with the exception of the Entry Sign and the Related Sign Improvements located thereon. The Entry Sign Easement Holder has the right to install, refurbish, alter and maintain the landscaping on the Entry Sign Easement Areas and the Adjacent Property. The Entry Sign Easement Area may be reasonably altered by the Holder thereof.

**6.4 Landscape Improvement Easements.** A non-exclusive easement for the erection, replacement, and maintenance of Landscape Improvements within the Mesquite Ridge development (each a "**Landscape Improvement**" and collectively, "**Landscape Improvements**"), is reserved by Declarant, the Association, and their successors and assigns (the "**Landscape Improvement Easement Holder**") over, on, under, and across the following areas (each an "**Landscape Improvement Easement Area**" and collectively, the "**Landscape Improvement Easement Areas**"):

- (a) Each location for "Street Lights" or "Utility Planting Screens" at the front of any Lot which is depicted on the Landscape Development Plan; and/or
- (b) Any reasonable location for such improvements in Declarants sole discretion, including any location necessary to screen above ground utility apparatus.

Once a Landscape Improvement has been erected on a Lot, Declarant and the owner of the Lot where the Landscape Improvement is located, shall each have the right, but not the obligation, to survey the location of the Landscape Improvement (as defined below) and file a supplement to this Declaration in the Official Public Records of Randall County, Texas, with a metes and bounds legal description of the Landscape Improvement Easement Area; provided, however, Declarant must consent in writing to such supplement before it is filed, which consent will not be unreasonably withheld.

Landscape Improvement Easement Holder has the right to construct, install, erect, maintain, replace, and remove Landscape Improvements within each Landscape Improvement Easement Area, together with any related utilities and/or facilities (the "**Related Landscape Improvements**") over, on, under, and across any portion of the Landscape Improvement Easement Areas. Related Landscape Improvements include, but are not limited, to the Landscape

Improvements as described on the Landscape Development Plan. All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Landscape Improvements and the Related Landscape Improvements are at Landscape Improvement Easement Holder's sole discretion. No structures, buildings, improvements, equipment, or materials may be placed or permitted to remain in a location that may obstruct or interfere with the placement or visibility of the Landscape Improvements or the Related Landscape Improvements. Landscape Improvement Easement Holder has the right to remove or relocate any encroachments within each Landscape Improvement Easement Area or along or near its boundary lines if such encroachments (i) interferes with the placement or visibility of the Landscape Improvement or the Related Landscape Improvements or (ii) if it is reasonably necessary to construct, install, erect, maintain, replace, or remove the Landscape Improvement or the Related Landscape Improvements.

Landscape Improvement Easement Holder also has the right (the "Secondary Landscape Improvement Easement") to use as much of the surface of the property that is adjacent to the Landscape Improvement Easement Area ("Landscape Improvement Adjacent Property") as may be reasonably necessary to install and maintain the Landscape Improvements and the Related Landscape Improvement. However, Landscape Improvement Easement Holder must promptly restore the Landscape Improvement Adjacent Property to its previous physical condition if Landscape Improvement Easement Holder changes such Landscape Improvement Adjacent Property while exercising its rights under this Secondary Landscape Improvement Easement.

The Owner of the Lot where the Landscape Improvement Easement Area and Landscape Improvement Adjacent Property are located must mow weeds and grass and keep and maintain in a neat and clean condition the Landscape Improvement Easement Area and Landscape Improvement Adjacent Property, with the exception of the Landscape Improvements and the Related Landscape Improvements located thereon. The Landscape Improvement Easement Holder has the right to install, refurbish, alter and maintain the landscaping on the Landscape Improvement Easement Areas and the Landscape Improvement Adjacent Property. The Landscape Improvement Easement Area may be reasonably altered by the Holder thereof.

**6.5 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.

## 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, Accessory Building, 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 Declarant or the Association may from time to time promulgate and enforce reasonable rules and regulations for the use of any 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 Association. 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 within the Subdivision each 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 ARC 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 Randall County, 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 Review Committee.** Any plan submission must be made at the following email address: [jjl@llanoregroup.com](mailto:jjl@llanoregroup.com). At the time a plan is submitted by email, a notice that a plan was submitted by email must also be mailed to the ARC at the below address. Any other notice or correspondence to the ARC must be made at the following address:

Mesquite Ridge Architectural Review Committee  
7639 Hillside, Suite 300  
Amarillo, TX 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:

Llano Construction Company, LLC  
7639 Hillside, Suite 300  
Amarillo, TX 79119

**7.14 Change of Address.** Declarant or the ARC 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 any platted Lots within the Subdivision 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 ARC must be in writing and signed by Declarant or the ARC before they are binding. Any approval or disapproval by Declarant or the ARC 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 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 24 day of August, 2021.

DECLARANT:

Llano Construction Company, LLC,  
a Texas limited liability company

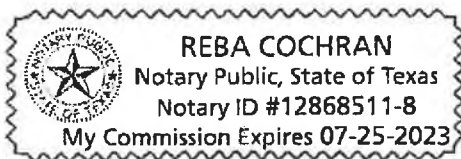
By: [Signature]

THE STATE OF TEXAS

COUNTY OF Randall

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This instrument was acknowledged before me on this the 24 day of August, 2021, by Ish Langham, Member of Llano Construction Company, LLC, a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public