

ESTANCIA ADDITION UNIT No. 1

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

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Recitals

A. ESTANCIA DEVELOPMENT, LLC, a Texas limited liability company, is the owner of all the Property described in Section 1.15.

B. Declarant intends for the Property to be developed as a single-family residential and commercial 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 Declaration 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 1.12.

D. **IMPORTANT NOTICE: PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE ASSOCIATION AND BECOMES OBLIGATED TO PAY TO THE ASSOCIATION ASSESSMENTS (IN ADDITION TO THOSE REQUIRED UNDER THIS DECLARATION) AND WHICH MAY NOT BE AVOIDED BY AN OWNER. 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 THIS DECLARATION, THE TERMS OF THIS DECLARATION WILL CONTROL.**

E. **LIEN DISCLOSURE: EACH LOT IS SUBJECT TO ASSESSMENT LIENS 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.**

Declaration

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

Article 1

Definitions

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

1.0 **Architectural Control Committee** means Declarant until the first to occur of (i) the last available building site on the Land (*defined in Section 1.9 below*) is sold by Developer and (ii) Developer assigning in writing its right to control the Architectural Control Committee and thereafter, **Architectural Control Committee** means a committee of three elected by the Members of the Association.

1.1 **Annual Assessments**, until changed by the Board, Owners of Lots shall pay Annual Membership Dues as required in Article 3 of the Master Declaration in the amounts set forth below:

(a)	Residential Lots	\$250.00
(b)	Commercial Lots	\$750.00

1.2 **Association** means the ESTANCIA PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation.

1.3 **Building Plan** has the meaning set forth in Section 4.0.

1.4 **Commercial Lots** mean Lots 19 and 20, Block 3, and Lot 20, Block 4, of Estancia Addition Unit No. 1 as shown on the Plat.

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

1.6 **Common Areas** mean Lot 21, Block 8, and Tract A, of Estancia Addition Unit No. 1 as shown on the Plat.

1.7 **Declarant** means ESTANCIA DEVELOPMENT, LLC, a Texas limited liability company, and its successors or assigns to whom rights and powers expressly reserved herein to Declarant are conveyed or assigned in writing, but excluding any Person merely purchasing one or more Lots from Declarant.

1.8 **Declaration** means this document entitled "Estancia Addition Unit No. 1 Declaration of Covenants, Conditions, and Restrictions."

1.9 **Land** means the 154.60-acre tract of land out of Section 24, Block 9, BS&F Survey, Potter County, Texas, more fully described in the Master Declaration.

1.10 **Landscape Requirements** has the meaning set forth in Article 5.

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

1.12 **Master Declaration** means Estancia Master Declaration recorded in the Official Public Records of Potter County, Texas, under Document No. 2020OPR0009238.

1.13 **Owner** means the record Owner of the fee simple title to a Lot excluding those having an interest merely as security for the performance of an obligation.

1.14 **Plat** means the plat recorded in the Official Public Records of Potter County, Texas, under Document No. 2019OPR0012056.

1.15 **Property** means the following described property:

All of Estancia Addition Unit No. 1, an Addition to the City of Amarillo, Potter County, Texas, according to the plat thereof recorded in the Official Public Records of Potter County, Texas, under Document No. 2019OPR0012056.

1.16 **Residence** means one detached single-family residence occupied only by a single family consisting of only one unrelated person.

1.17 **Residential Lots** mean all Lots except Commercial Lots and Common Areas.

1.18 **Retaining Wall** has the meaning set forth in Section 3.21.

1.19 **Streets** mean any land located in an easement or a right-of-way dedicated for motor vehicle use.

1.20 **Street Trees** has the meaning set forth in Section 5.1.

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

Capitalized terms used in this Declaration, to the extent not otherwise defined herein, have the same meanings as in the Master Declaration.

Article 2

Restrictions on Use of Lots

2.0 **Residential Use.** All Residential Lots are to be used only for a Residence; however, Declarant may authorize Residential Lots to be used by builders temporarily for model homes. Subject to the provisions of Section 2.3, no building may be erected, altered, placed, or permitted to remain on any Residential Lot other than one Residence per Residential Lot and other buildings approved by the Architectural Control Committee. For purposes of this section and in accordance with Section 2.24 below, a Residential Lot, or any portion of a Residential Lot rented or leased for an initial term of less than 30 days is deemed inconsistent with the use of a Residential Lot for a Residence. Such leases or rentals are explicitly prohibited.

2.1 Single-Family Use. No Residence may be occupied except by one single family consisting of persons related by blood, adoption, or marriage, or by no more than one unrelated person living and cooking together as a single housekeeping unit, together with household employees who are being paid a reasonable salary for their services.

2.2 Restrictions on Resubdivision. No Residential Lot may be subdivided into a lesser depth than that shown on the Plat except by City condemnation for extra width of Streets. None of the Residential Lots may be subdivided without Declarant's consent.

2.3 Composite Building Site. Any Owner of one or more adjoining Residential Lots may, with the prior approval of Declarant, consolidate such Residential Lots into a single building site. Owners of three adjoining Residential Lots may, with the prior approval of Declarant, consolidate such Residential Lots into one or two separate building sites. The side Lot setback for such building site will be measured from the exterior of the combined Residential Lots. The combined building sites will become one Residential Lot for voting purposes. If one or more adjoining Residential Lots are consolidated as provided above, the minimum floor area applicable to the building site must be the minimum floor area required in Section 3.9. An Owner must obtain the City's consent to consolidate Residential Lots.

2.4 Temporary Structures. No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or Structure of any kind of a temporary character will be permitted on any Residential Lot except: (i) children's playhouses and dog houses which may be placed on a Residential Lot only in places which are not visible from any Street unless otherwise approved by the Architectural Control Committee; (ii) buildings for storage of lawn maintenance equipment may be placed on a Residential Lot only in places which are not visible from any Street unless otherwise approved by the Architectural Control Committee; and (iii) a builder or contractor may have a temporary construction trailer on a Residential Lot during construction of the Residence on that Residential Lot.

2.5 Structures. As required in Section 4.0, no Structure may be placed or constructed on a Residential Lot without the prior approval of the Architectural Control Committee.

2.6 New Construction. No prefabricated Structure or any type of building may be moved onto a Residential Lot unless otherwise approved by the Architectural Control Committee. All Structures on a Residential Lot must be constructed on the building site unless otherwise approved by the Architectural Control Committee.

2.7 Use of Garages. Except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder, no garage may be converted to living space or used in any manner to preclude the parking of two automobiles therein unless there remain garages available for parking at least two automobiles.

2.8 Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in the Street or in the front driveway or front yard of any Residence, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Residence if it is visible from the Street. No such vehicle or equipment may be used as a Residence or office temporarily or permanently. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a Residence or Structure. Only passenger automobiles, passenger vans, and pickup trucks that are in operating condition, have current license plates

and inspection stickers, and are in regular use as motor vehicles on the Streets and highways of the State of Texas may be temporarily parked on the Street or in the driveway where visible from the Street.

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

2.10 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 private family. 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 Residential Lot. No pet may be kept on a Residential Lot that interferes with the quietude, health, or safety of the community.

2.11 Outdoor Pets. No more than two outdoor pets will be permitted on each Residential Lot. Pets must be restrained or confined on the back of the Residential 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 Residential Lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep the dogs from excessive barking so as not to disturb other Residential Lot Owners. All pets must be properly supervised. Owners must clean-up and remove all pet debris when Owners are walking and exercising their dogs on public sidewalks and the Common Areas.

2.12 Uncontrolled Animals. If an Owner violates the provisions of Section 2.10 or 2.11 above (e.g., *failing to control barking dogs*) Declarant, the Association, or any other Owner may recover from the violating Owner reasonable attorney's fees and court costs incurred in enforcing the provisions of Sections 2.10 and 2.11 above. All such costs will be assessed as a "Special Owner Assessment" pursuant to Section 3.3 of the Master Declaration. The Owner incurring such expense shall give notice of the expense to the Board of Directors of the Association who shall then issue a Special Owner Assessment against the violating Owner pursuant to Section 3.3 of the Master Declaration. The person incurring such attorney's fees and court costs may enforce the provisions of this section as provided (i) in Article 3 of the Master Declaration, (ii) in Section 6.12 below, (iii) the Association Documents, or (iv) by applicable law.

2.13 Junk/Trash. No portion of the Property may be used as a dumping ground for junk, dead tree limbs, rubbish, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, and discarded appliances and furniture.

2.14 Trash Containers. All trash, garbage, and other waste must be kept in Owner's containers which must be kept in the garage or other location so that the containers are not visible from any Street, except on regularly scheduled trash pick up days, when the containers may be moved to the sidewalk along a Street until their contents have been picked up by the trash disposal service, at which time, the containers must be promptly placed in the garage or other location so that the containers are not visible from any Street.

2.15 Antennas. Except with the written permission of the Architectural Control Committee, no antennas, discs, satellite dish, or other equipment for receiving or sending sound or video messages will be permitted on the Property which are visible from the Streets.

2.16 Prohibited Activities. No Residential 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, but a builder must cease using the Residence as a sales office 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 home office, tutoring, or giving music or art lessons so long as such activities (i) do not materially increase the number of cars parked on the Residential Lot or Street or interfere with other Owners' use of Streets and the enjoyment of their Residences and yards and (ii) are in compliance with City ordinances.

2.17 Easement Protection. Within easements on each Residential 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 surface drainage channels, or (iii) obstruct or retard the flow of water through surface drainage channels.

2.18 Signs. No sign of any kind may be displayed to the public view on any Residential Lot except (i) one sign of not more than six square feet advertising the Residence for rent or sale, (ii) signs used by a builder during construction and sales periods, (iii) signs used by Declarant to advertise the Property during the development, and (iv) political signs no more than 30 days before a national, state, or local election day which must be removed within two days after such election. The Architectural Control Committee or its agents have the right to remove any sign, billboard, or other advertising structure that does not comply with this Section 2.18 and in so doing, will not be subject to any liability for trespass or any other liability in connection with such removal.

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

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

2.21 No Playground Equipment on Common Areas. No trampolines, jungle gyms, swing sets, or any other type of playground equipment may be placed on the Common Areas unless it is owned and maintained by the Association.

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

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

2.24 Leasing in General. An entire Residential Lot (*but not less than an entire Residential Lot*) may be leased. There shall be no subleasing of Residential Lots or assignments of leases. Each lease of a Residential Lot is subject to the leasing restrictions set forth herein and in the rules and regulations of the Association, as they may be adopted by the Board and

amended from time to time. "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Residential Lot by any person other than the Owner.

2.25 Written Leases. All leases must be in writing. At least 10 days before the start of each lease term of a Residential Lot, the Owner of a leased Residential Lot must provide the Association with (a) a copy of the written lease agreement in a form approved by the Association; and (b) information about the tenant(s), including the name of each tenant and any other person intended to occupy the Residential Lot with such tenant, in a form approved by the Association. As soon as practical after its receipt thereof, an Owner of a leased Residential Lot must notify the Association of any changes in the required tenant information during the lease term. Notwithstanding any other provision in this Declaration, an Owner is not required to furnish the Association with "sensitive personal information" as defined in Section 209.016 of the Texas Property Code.

2.26 Lease Terms. No Residential Lot, or any portion thereof, may be leased or rented, or otherwise advertised for lease or for rent, for an initial term of less than 30 days. No Owner may lease or rent, or offer to lease or rent a Residential Lot, or any portion thereof, for short-term, vacation or transient purposes. The lease of a Residential Lot to a new tenant must be for initial term of no less than six months, and no Residential Lot may be leased more than once every six months. After the expiration of an initial six-month lease term, existing leases may be extended for additional periods as determined by Owner and existing tenant. Advertisements for the lease of a Residential Lot may not display the availability of a Residential Lot for a stay of less than six months.

2.27 Leases Subject to Association Documents. All lease agreements must expressly state that the tenant's leasehold and right of occupancy of the Residential Lot is subject to the provisions of this Declaration and the Association Documents (*defined in the Master Declaration*) and that the mere execution of the lease for a Residential Lot (*for any period of time*) by the tenant subjects the tenant to all pertinent restrictions contained in the Association Documents to the same extent as if the tenant were an Owner, but notwithstanding the foregoing or any provision of the lease between the Owner of a leased Residential Lot and a tenant, such Owner is not relieved of any obligation under the Association Documents and remains primarily liable thereunder. The Owner of a leased Residential Lot is responsible for providing his or her tenant with copies of the Association Documents and notifying the tenant of any changes therein during the lease term. At least 10 days before the start of an initial lease term of a Residential Lot to a new tenant, such Owner must provide the Association with written confirmation that a copy of the Association Documents have been given to the tenant. Such written confirmation must be in a form acceptable to the Association and signed by both the Owner and tenant. Each tenant is subject to and must comply with the Association Documents, federal and state laws, and local ordinances. The Association may send notices of violations of the Association Documents by a tenant to both the tenant and the Owner of the Residential Lot leased or occupied by such tenant. Whether or not it is so stated in the lease, a tenant's violation of the Association Documents constitutes a material default of the lease for which the Owner of the leased Residential Lot shall have all available remedies at law or equity.

2.28 Default. Failure by an Owner's tenant to comply with any of the Association Documents constitutes a violation of this Declaration, and gives rise to a cause of action in law or in equity to enforce the Association Documents, and to recover sums due for damages or injunctive relief or both, maintainable by the Association or by any Owner. Each Owner is responsible for, and may be held liable for, any and all violations to the Association Documents by the occupants, tenants, guests, lessees, or invitees to their Lot, and for any damage to the Common Areas that such persons may cause. The Association also has the power and authority

to levy fines against the Owner and/or tenant for violations of the Association Documents as provided by Section 3.3 of the Master Declaration. The decision for the Association to pursue enforcement action in any particular case is left to the Board's sole discretion, except that the Board may not be arbitrary or capricious in taking enforcement action. In any action to enforce the Association Documents, if the Association prevails, it is entitled to recover all costs, including attorney's fees and court costs reasonably incurred in such action. The Association's failure to enforce any such provision of the Association Documents at any time does not constitute a waiver of the right thereafter to enforce any such provision or any other such provisions.

2.29 Liability for Damages Caused by Tenant. The Owner of a leased Lot is liable for all damages caused to the Common Areas by a tenant and/or occupant of the Owner's Lot, as well as the tenant or occupant's family, guests, employees, contractors, agents, or invitees.

2.30 Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Association Documents, each Owner appoints the Association as his or her attorney-in-fact coupled with an interest, with full authority to act in his or her place in all respects, solely for the purpose of enforcing the Association Documents against his or her tenants, including but not limited to the authority to institute forcible detainer proceedings against a tenant on the Owner's behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Association Documents. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs association with the eviction will be a Special Owner Assessment. This power of attorney is not affected by an Owner's subsequent disability or incapacity.

2.31 Association Not Liable for Damages. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Association Documents against his or her tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner because of the Association's enforcement of the Association Documents against the Owner's tenant.

Article 3

Construction Procedures

3.0 Front Elevation of Residence. All Residences must be constructed to front on the Street on which the Residential Lot fronts unless the Residential Lot fronts on two Streets in which case, the Residence must front, as required by the Architectural Control Committee, on either of the two Streets or partially on both.

3.1 Height of Residence. No Residence may be more than 2-1/2 stories in height above ground unless otherwise approved by the Architectural Control Committee.

3.2 Garage Required. Unless otherwise approved by the Architectural Control Committee, each Residence must have a minimum of a two-car attached garage which must conform in design and materials with the main Residence. The garages must be rear, side, or front entry to conform to the Residential Lot. An Owner must obtain approval from the Architectural Control Committee for location of a garage.

3.3 Driveways. All driveways on Residential Lots must be surfaced with concrete. No circle driveway or other driveway may be constructed in the front of a Residence unless approved by the Architectural Control Committee.

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

3.5 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.

3.6 Completion of Residence. All Residences and other Structures must be completed within 10 months from the date construction is commenced unless extended by the Architectural Control Committee.

3.7 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, the Residential Lot Owner must obtain the approval of the Architectural Control Committee for the design and materials for the screen around the HVAC systems. HVAC systems may not be installed in front of a Residence. HVAC systems may not be installed on the roof of a Residence where they are visible from any Street unless approved by the Architectural Control Committee. Window air-conditioning apparatus or evaporative coolers may not be used in a Residence.

3.8 Underground Utilities. All utilities must be installed underground.

3.9 Minimum Floor Area. Unless otherwise approved by the Architectural Control Committee, 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:

2,250 square feet, but if two stories, there must be at least 1,800 square feet on the ground floor.

3.10 Exterior Walls. Unless otherwise approved by the Architectural Control Committee, the exterior walls of each building constructed on a Lot must be at least 75.0% brick, brick veneer, stone, or stone veneer, or any combination of brick and stone materials. Other masonry material, synthetic stucco, stucco, or other siding may only be used if approved by the Architectural Control Committee. All chimneys must be 100.0% brick, brick veneer, stone, or stone veneer unless otherwise approved by the Architectural Control Committee.

3.11 Setback Requirements. All Residences must be constructed so they are set back from the Street and property lines as follows:

- (a) front yard – 25 foot minimum;
- (b) side street – 15 foot minimum;
- (c) interior lot line – as required by City ordinances; and,
- (d) rear yard – as required by City ordinances.

3.12 Roof Pitch. All roofs on Residences must have a minimum pitch of 8 and 12 unless otherwise approved by the Architectural Control Committee.

3.13 Roof Materials. Residence roof colors shall consist of the following: blacks and charcoal or similar colors. The Architectural Control Committee has the right to approve the color of all roofing materials. Unless otherwise approved by the Architectural Control Committee, all Residence roofs shall be laminated shingles with at least a 30-year warranty by the manufacturer.

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

3.15 Irrigation System. Upon completion of a Residence, the Owner must install an automatic irrigation system in all yards visible from any Street.

3.16 Fences. The Owner must obtain approval from the Architectural Control Committee before construction of a fence. No fence or wall will be permitted to extend nearer to a Street abutting the front Residential Lot line than the front of the Residence. Fences or walls erected by Declarant or any builder will become the property of the Owner of the Lot on which the same are erected and—if no other party maintains the fences or walls—must be maintained, repaired and kept painted by the Lot Owner. Fences constructed on Common Areas shall be maintained, repaired, and replaced by the Association.

If a fence is constructed in the backyard of Lots 8 and 11 and Lots 16 through 20, both inclusive, of Block 1, of Estancia Unit No. 1, the Owner must construct a wrought iron fence with brick or stone columns every 12 feet and with materials and design approved by the Architectural Control Committee. The fence must be the full width of the backyard unless the Architectural Control Committee approves either (i) a solid screening fence for a portion of the fence or (ii) some other width, design, or material.

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

3.18 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.

3.19 Construction Debris. During construction on a Lot, the builder must put all construction trash which is susceptible to being blown from the construction site in a container approved by the Architectural Control Committee 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 construction trash from blowing out of the container and off the construction site. Each Lot Owner is responsible for the control of and the disposal of leftover 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.

3.20 Cement Washout. During construction on any Lot, each builder must coordinate with his cement contractor to conduct all cement washing only at areas designated by Declarant for disposal of excess cement. If a cement contractor dumps any excess cement at any place

on the Property which is not approved by Declarant, the builder or Owner who contracted with the cement contractor must immediately remove the cement from the Property.

3.21 Retaining Walls. An Owner shall construct a retaining wall (**the Retaining Wall**) to direct the flow of surface water from the Property. Each Owner of a Residential Lot must construct a Retaining Wall to direct all surface water drainage to the adjacent street. Each Owner of a Commercial Lot must design the building site so that (i) surface water does not drain onto any Residential Lot and (ii) surface water will drain to the Streets. Before commencement of construction of a Retaining Wall, the owner of the Lot must obtain the approval of the Architectural Control Committee for the design and materials used for the construction of the Retaining Wall.

Article 4

Architectural Control

4.0 Authority. No Residence, building, greenhouse, gazebo, fence, wall, driveway, or other Structure on a Residential Lot may be commenced, erected, placed, maintained, altered, reroofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans and specifications, and a plot plan (**collectively the Building Plan**) have been submitted to and approved in writing by the Architectural Control Committee, but if the exterior color scheme is not being changed from the color scheme previously approved by the Architectural Control Committee, it will not be necessary to obtain approval from the Architectural Control Committee. The Architectural Control Committee may refuse to approve a Building Plan which may, in the reasonable opinion of the Architectural Control Committee, adversely affect the enjoyment of Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, the Architectural Control Committee will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans. All Residences and other Structures must be aesthetically compatible with the subdivision as determined by the Architectural Control Committee.

4.1 Plan Submittal. A complete copy of the Building Plan must be submitted in duplicate to the Architectural Control Committee or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by the Architectural Control Committee or its designee. The Building Plan must be submitted at least 15 days before commencement of staining or painting or commencement of construction of the improvements or reroofing. 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 and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used on the exterior. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the Architectural Control Committee upon request.

4.2 Multiple Submissions of Building Plan. If the Building Plan submitted to the Architectural Control Committee does not include all the information required in Section 4.1 at the first submittal, the remaining information must be submitted to the Architectural Control Committee within 45 days after the date of the first submittal. If all the information required in Section 4.1 is not included in the Building Plan submitted to the Architectural Control Committee the second time, no future submittal of the Building Plan will be considered or approved unless the person submitting the Building Plan pays the Architectural Control Committee a reasonable nonrefundable fee as established by the Architectural Control Committee.

4.3 Approval Procedure. When the Building Plan meets the approval of the Architectural Control Committee, the Architectural Control Committee will sign and mark "APPROVED" on one Building Plan and return it to the person furnishing the Building Plan and will sign and retain the duplicate Building Plan. If not approved by the Architectural Control Committee, the Building Plan will be returned marked "NOT APPROVED" and will be accompanied by a statement of the reasons for disapproval signed by a representative of the Architectural Control Committee. Any exterior modification of an approved Building Plan must again be submitted to the Architectural Control Committee for approval. The Architectural Control Committee's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the Architectural Control Committee. If the Architectural Control Committee fails to approve or disapprove the Building Plan within 15 days after the date of submission of all information required, written approval of the proposal will not be required and compliance with this Article 4 will be deemed to have been completed. In case of a dispute about whether the Architectural Control Committee responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date the Architectural Control Committee received it.

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

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

4.6 Arbitration. An Owner aggrieved by a decision of the Architectural Control Committee regarding the Owner's Lot will have the right to submit the Architectural Control Committee's decision to arbitration. To do so, within 15 days following the date of the Architectural Control Committee's decision, the Owner must give the Architectural Control Committee written notification of the Owner's intention to submit the decision to arbitration; otherwise, the right to arbitration is waived. Within 10 days of the notice to the Architectural Control Committee, the Owner must appoint an architect or designer, the Architectural Control Committee must appoint an architect or designer, and the two appointees must, within 10 days of their appointment, appoint an architect who has been licensed and practiced as an architect under the laws of the State of Texas for at least five years. If designers are appointed, they must have practiced architectural drafting of residential house plans for at least five years and neither the architects nor designers may have prepared the Building Plan. The architects and designers will serve as an arbitration board to review the decision of the Architectural Control Committee. The decision of two of the arbitration board will be final and binding upon the Owner and the Architectural Control Committee. The prevailing party must pay the fee of the architect or

designer appointed by that party and the losing party must pay the fees of the other two appointees.

4.7 Deviation. The Architectural Control Committee may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Declaration or its rules and regulations relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the Architectural Control Committee's sole judgment, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for a variance. The Architectural Control Committee may require an Owner to pay the Association a reasonable fee determined by the Architectural Control Committee for granting a request for a variance.

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

Article 5

Landscaping

5.0 Landscape Requirements. Unless otherwise approved by the Architectural Control Committee or the Association, each Owner must comply with the landscape requirements set forth in this Article 5 (**the Landscape Requirements**).

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

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

5.2 Tree Measurements. The Street Trees must be only single trunk of at least 4-inch caliper as measured at a point 12 inches above the surface of the root ball. All Street Trees must comply with criteria as set forth in the latest edition of the American Standards for Nursery Stock as published by the American Association of Nurserymen.

5.3 Tree Location. The Owner of each Lot must plant the number of Street Trees as required by the Architectural Control Committee. The Street Trees must be placed on each Lot to comply with line of site requirements of the City. Street Trees must be planted along all Street

frontages approximately 8 feet behind the curb and approximately 25 feet apart as determined by the Architectural Control Committee after considering the location of driveways, sidewalks, and other improvements. The Architectural Control Committee will have the sole right to approve or not to approve the location of Street Trees along Street frontages. A Street Tree Plan may be obtained from the Architectural Control Committee to show locations of Street Trees on each Lot.

5.4 Landscaping. Except for sidewalks, patios, driveways, parking lots, and other landscape approved by the Architectural Control Committee, all yards on Lots visible from any Street must be covered with shrubbery, native live ground cover, or sod as required by the Architectural Control Committee. A Lot Owner may plant trees other than the Street Trees anywhere on the Lot except only Street Trees may be planted along Street frontages as required by the Architectural Control Committee.

5.5 Completion of Landscaping. Landscape Requirements on Residential Lots must be completed within 180 days after the first to occur of the following: (i) substantial completion of the Residence, (ii) issuance of the final certificate of occupancy by the City, or (iii) occupancy of the Residence. An Owner will have no right to change the location of Street Trees along the Street frontages as originally designated by the Architectural Control Committee.

5.6 Maintenance of Landscaping. An Owner must comply with the Landscape Requirements at the Owner's own cost and expense. The Owner's maintenance obligation will include, but will not be limited to responsibility for:

- (a) replacing dead or damaged trees in a timely manner with live trees;
- (b) watering and fertilizing all landscaping;
- (c) pruning trees;
- (d) mowing grass;
- (e) edging grass along sidewalks;
- (f) insect control for all landscaping;
- (g) maintaining the yards in a sanitary and attractive manner; and,
- (h) maintaining the irrigation system in good operating condition.

Grass, weeds, and vegetation on each Lot must be mowed at regular intervals to maintain the Lot in a neat and attractive manner. Owners must not permit weeds or grass to grow in an unsightly or unattractive manner. Upon failure of any Owner to maintain landscaped areas, the Association, Declarant, or its assigns may, at its option, take the necessary action to maintain the landscaped areas as often as necessary in its judgment, and 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 Owner Assessment as provided in Section 3.3 of the Master Declaration.

5.7 Lot Appearance. Owners of all Lots must keep their Lots reasonably free of weeds and debris and must maintain the Lots in a neat and attractive manner.

Article 6

General Provisions

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

6.1 Other Easements. Declarant and the Association 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 this Declaration. Any entry by Declarant or the Association upon a Lot must be made with as little inconvenience to the affected Owner as practical.

6.2 Fence Easement. A five-foot fence maintenance easement is reserved, created, and established for the benefit of the Association to construct, maintain, and replace a fence on the:

- (a) east and south sides of Lot 1, Block 1, and the south side of Lots 2 thru 8, Block 1;
- (b) easterly line of Lot 13, Block 1, adjacent to Bridlewood Dr.; and,
- (c) easterly line of Lot 1 and Lot 7, Block 2, adjacent to Bridlewood Dr.;

of Estancia Addition Unit No. 1 of the Property. The purpose of the easement is to provide free and uninterrupted ingress and egress for the Association and its agents and employees to repair, replace, and maintain the fence along the easement.

6.3 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.

6.4 Maintenance of Improvements. Each Lot Owner must:

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

6.5 Common Areas. The Common Areas may be used by the Owners of the Lots as a retention pond and park for recreational purposes. Declarant or the Association may from time to time promulgate and enforce reasonable rules and regulations for the use of the Common Areas. The Association must accept conveyance of the Common Areas, maintain Common Areas, and replace, repair, and maintain the fences described in Section 6.2 above.

6.6 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.

6.7 Term. This Declaration runs with the Property and is binding in perpetuity.

6.8 No Waiver. Failure by the Association or an Owner to enforce the Association Documents is not a waiver.

6.9 Corrections. Declarant or the Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration.

6.10 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.

6.11 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. This instrument, when executed, will be filed for record in the Official Public Records of Potter 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.

6.12 Enforcement. Declarant, the Association, and the Owner of any Lot have an easement and the right to have this Declaration faithfully carried out and performed with reference to each Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof and to recover damages. The Owner of each Lot has the right and easement to have this Declaration strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others, regardless as to whether or not reference to this Declaration is made in the document conveying the Lot to the Owner.

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

6.14 Address for Plan Submission. Until changed, any plan submission, notice, or correspondence to the Architectural Control Committee must be made at the following address:

3131 Bell Street, Suite 203
Amarillo, TX 79106

6.15 Address for Notices or Correspondence. Any notices or correspondence to an Owner of a Lot must be addressed to the Street address of the Lot or other address of an Owner. Any notice or correspondence to Declarant must be made at the following address:

P.O. Box 52100
Amarillo, TX 79159

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

6.17 Amendment. The covenants, conditions, agreements, reservations, restrictions, and charges created and established in this Declaration and each Lot herein may be waived, abandoned, terminated, modified, altered, changed in whole or in part, at any time, with the written consent or affirmative vote, in person or by proxy, of the Owners of at least 51.0% of the Lots in Estancia Unit No. 1 conducted at a meeting at which a quorum is present. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing is executed and recorded in the Deed Records of Potter County, Texas, except that for 30 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of Declarant. Declarant will be under no obligation to consent to any amendment of this Declaration.

6.18 Assignability. Declarant and its successors and assigns may assign its 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 Potter County, Texas.

6.19 Approvals. All consents and other evidences of approval by Declarant or the Architectural Control Committee must be in writing and signed by Declarant or the Architectural Control Committee before they are binding.

6.20 Attorney's Fees. If attorney's fees are incurred for the enforcement of this Declaration, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs. Attorney's fees assessed against an Owner may be collected as a Special Owner Assessment as provided in Section 3.3 of the Master Declaration without the necessity of a vote by the Members.

6.21 Time. Time is of the essence.

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

Dated the _____ day of _____, 2020.

DECLARANT:

ESTANCIA DEVELOPMENT, LLC,
a Texas limited liability company

By: _____
JOE H. WATKINS, Vice President

THE STATE OF TEXAS

§

COUNTY OF POTTER

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2020, by **JOE H. WATKINS**, Vice President of **ESTANCIA DEVELOPMENT, LLC**, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public

CONSENT OF LOT OWNER

I, _____, aka _____, own the following described property:

Lot ____, Block ____, Estancia Addition Unit No. 1, an Addition to the City of Amarillo, Potter County, Texas, according to the plat thereof recorded in the Official Public Records of Potter County, Texas, under Document No. 2019OPR0012056

I consent to and approve the above Declaration, including the terms and conditions of the Declaration.

THE STATE OF TEXAS

§
§
§

COUNTY OF POTTER

This instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, aka

_____.

[SEAL]

Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of liens on the Property, consents to the above Declaration, including the terms and conditions of the Declaration, and Lienholder subordinates its liens to the Declaration, so that a foreclosure of the liens will not extinguish the Declaration.

LIENHOLDER:

FIRST UNITED BANK

By: _____

PRINTED NAME: _____

TITLE: _____

THE STATE OF TEXAS

§

COUNTY OF RANDALL

§

§

This instrument was acknowledged before me on this the ____ day of August, 2020, by _____ [PRINTED NAME], _____ [TITLE] of **FIRST UNITED BANK**, a _____, on behalf of said _____

[SEAL]

Notary Public