

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
Tascocita Unit No. 6**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions (this "**Declaration**") is executed as of the date set forth below but shall be effective for all purposes as of March 8, 2024, by Long Range, LLC ("**Declarant**"), whose mailing address is 19251 Saddleback Rd., Amarillo, TX 79119.

**Recitals**

A. Declarant is the owner of the real property located in Potter County, Texas, that is described in Paragraph 1.27 (the "**Property**").

B. Declarant desires that the Property 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 stated in this Declaration or shown on the Plat which:

- (1) are for the purpose of establishing a general scheme for the development of the Property and enhancing and protecting the value, attractiveness, and desirability of the Property;
- (2) preserve the natural vegetation on the Property in its natural state except for areas that may be improved according to this Declaration;
- (3) run with title to the Property and are binding on all Persons having or acquiring any right, title, or interest in all or any part of the Property; and
- (4) inure to the benefit of each Owner (as defined in Paragraph 1.24).

C. WHEREAS, there was heretofore filed of record by Long Range, LLC, the Declarant, that certain Declaration of Covenants, Conditions, and Restrictions dated March 8, 2024, recorded at Document No. 20240002670 of the Official Public Records of Potter County, Texas, (the "**Original Declaration**");

D. WHEREAS, there was heretofore filed of record by Long Range, LLC the Declarant, that First Amendment to the Original Declaration, recorded at Document No. 20240003253 of the Official Public Records of Potter County, Texas, as corrected by that certain correction instrument recorded as Document No. 20240003448 of the Official Public Records of Potter County, Texas (the "**First Amendment**");

E. This Declaration amends and restates in its entirety the declarations, restrictive covenants, and conditions related to the Property and replaces the Original Declaration and First Amendment in their entirety.

F. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to this Declaration in furtherance of the general development stated in this Declaration.

### **Declaration**

Declarant adopts, establishes, and imposes the following covenants, conditions, and restrictions on the Property and declares that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to these covenants, conditions, and restrictions.

### **Article 1**

#### **Definitions**

The capitalized terms listed in this Article 1 have the meanings stated in this Article 1 whenever the terms appear in this Declaration, unless the context otherwise indicates or requires.

1.1. **ACC** means the Architectural Control Committee, which shall consist of Declarant until there are occupied Residences on 50% of the Lots. After there are occupied Residences on 50% of the Lots but before Declarant has sold all of the Lots, ACC will mean a committee of three, consisting of Declarant and two (2) members designated by Declarant. After Declarant has sold all of the Lots, ACC will mean a committee of three elected by the Members of the Association.

1.2. **Assessment** has the meaning stated in Paragraph 6.7.

1.3. **Association** means the Tascocita Unit No. 6 Homeowner's Association, Inc., a Texas non-profit corporation.

1.4. **Accessory Buildings** means detached garages, workshops, guest quarters, servant quarters, cabanas, tool houses, and other outbuildings that are not attached to the Residence located on a Lot.

1.5. **Act** means the Telecommunications Act of 1996, as it may be amended from time to time.

1.6. **Approved Containers** means containers of the type and size required by the ACC to hold trash, construction debris, and other debris.

1.7. **Approved Trees** has the meaning stated in Paragraph 5.3.

1.8. **Board.** means the Board of Directors or governing body of the Association

1.9. **Building Plan** has the meaning stated in Paragraph 4.1.

1.10. **Building Site** means the portion of a Lot that may be improved with a Residence, Accessory Buildings, and driveways.

1.11. **Bylaws.** means the Bylaws of the Association to be adopted by the Board, and as amended from time to time.

1.12. **Common Properties** means any properties now or hereafter acquired by the Association for the purpose and benefit of the Members of the Association.

1.13. **Declarant** means Long Range, LLC, and his heirs, legal representatives, successors and assigns, and includes any Person to whom Declarant may assign its rights, privileges, duties, and obligations under this Declaration as provided in Paragraph 8.11, but excluding any Person merely purchasing one or more Lots from Declarant.

1.14. **Declaration** means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Tascocita Unit No. 6 and any amendments or modifications to this Declaration filed in the real property records of Potter County, Texas.

1.15. **Development Period** means the period beginning on the Effective Date and ending on the date when both of the following occur: (1) all of the Land that Declarant intends to be part of the Subdivision has been platted, and (2) Declarant owns less than 15% of all platted Lots within the Subdivision.

1.16. **HVAC Systems** has the meaning stated in Paragraph 3.13.

1.17. **Indemnitee** has the meaning stated in Paragraph 8.13.

1.18. **Landscaped Area** means an area that may be planted with grass, trees, or other vegetation pursuant to the terms of this Declaration.

1.19. **Landscape Requirements** has the meaning stated in Paragraph 5.1.

1.20. **Lot** means each Lot (each a "Lot" and collectively "Lots) shown on the Plat as amended from time to time and improvements located on the Lots.

1.21. **Class A Member** means any Owner of a Lot, except Declarant.

1.22. **Class B Member** means Declarant.

1.23. **Natural Area** means that part of each Lot that is not a part of the Building Site or the Landscaped Area.

1.24. **Owner** means each Person who is a record owner of a fee simple interest in any Lot, but excluding Declarant and any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.

1.25. **Paragraph** means a paragraph of this Declaration unless specifically stated otherwise.

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

1.27. **Plat** means the Plat of the Property recorded in the Real Property Records of Potter County, Texas at Clerk's File No. 2024OPR0002550.

1.28. **Property** means the following described property:

A Suburban Subdivision to the City of Amarillo being a replat of the remaining portion of Lot 1, Block 4, Tascocita Unit No. 2, and an unplatted tract of land, in Section 46, Block 9, B.S.&F. Survey, Potter County, Texas containing 52.5 acres, more or less

The term Property may include other tracts of real property contiguous to the Property that Declarant may, in the future, make subject to this Declaration. Declarant and Declarant's heirs, legal representatives, successors and assigns may, in their sole discretion, without the joinder of any other Person, subject additional tracts to this Declaration by recording in the real property records of Potter County, Texas, supplements to this Declaration containing the descriptions of the additional tract(s).

1.29. **Residence** means one detached single-family house.

1.30. **Roads** means the roads shown on the Plat.

1.31. **Street Trees** has the meaning stated in Paragraph 5.5.

## **Article 2**

### **Restrictions on Use of Lots**

2.1. **Accessory Buildings.** Accessory Buildings may not be used at any time as a residence, except for a guesthouse constructed simultaneous with or subsequent to the construction of the Residence. Accessory Building may include up to one barn structure constructed from metal.

2.2. **All Terrain Recreational Vehicles.** No motorcycles, motorized dirt bikes, 3-wheelers, 4-wheelers, or similar all terrain recreational vehicles may be operated on the Property, except for on the Roads. All such vehicles must be street-legal.

2.3. **Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any Road or other Lot unless it is impossible to receive signals from another location that complies with these requirements. In that event the receiving device may be placed in a visible location as approved by the ACC. The ACC may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one meter in diameter. No Lot may have more than one (1) satellite dish. No broadcast antenna may exceed

the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus which transmit television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Paragraph 2.3 is not attempting to violate the Act. This Paragraph 2.3 shall be interpreted to be as restrictive as possible while not violating the Act.

**2.4. Automobiles and Other Vehicles and Equipment.** No automobile, van, pickup truck, truck, boat, trailer, marine craft, recreational vehicle, camper, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in the front of any Residence, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Residence unless said vehicle is out of view from any Road. 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 in use for the construction, maintenance, or repair of a Residence. Only passenger automobiles, passenger vans, and pick-up trucks that are in operating condition, have current registration stickers 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 Roads.

**2.5. Clothes Drying/Yard Equipment.** The drying of clothes in public view is prohibited. A drying yard or other suitable enclosure must be constructed to screen from public view any clothes drying equipment, yard equipment, and storage areas.

**2.6. Composite Building Site.** Any Owner of one or more adjoining Lots may, with the prior approval of Declarant, consolidate such Lots into a single Building Site. Owners of three adjoining Lots may, with the prior approval of Declarant, consolidate such 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 Lots. The combined Building Sites will become one Lot for voting and other purposes, except combined Building Sites will remain separate for Assessment purposes based on the consolidated Lot size (e.g., if a Building Site consists of one and one-half Lots, Owner will be obligated to pay one and one-half Assessment). If one or more adjoining Lots are consolidated as provided above, the minimum floor area applicable to the Building Site will be (a) calculated using the proportionate shares of the minimum floor areas required under Paragraph 3.9 for the Lots that comprise the Building Site, or (b) the minimum floor area approved by the ACC.

**2.7. Destruction of Trees.** Except where the Residence and the Accessory Buildings are constructed and in driveways, no tree larger than a 3-inch caliper for single trunk as measured at a point six inches above the root ball and 6-inch caliper for multi-trunked configurations as measured at a point six inches above the root ball may be destroyed without the ACC's consent. If an Owner damages or destroys such a tree without the ACC's consent, Owner must replace the tree with a similar tree.

**2.8. Dogs and Cats.** No pets may be kept that interfere with the quietude, health, or safety of the Property. No more than a total of two dogs or cats will be permitted on a Lot, provided that no pit bulls or mastiffs or part pit bull or mastiff will be permitted on a Lot. Dogs must be restrained or confined in the Building Site or the Landscaped Area inside a fenced area or within

the Residence unless accompanied by and under the control of a person. It is the pet Owner's responsibility to keep the Lot clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Owners of dogs must keep the dogs from barking so as not to disturb any other Owner.

2.9. **Drainage.** The general grading, slope and drainage plan of a Lot as established by the approved development plans may not be altered without the approval of the ACC.

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

2.11. **Frontage of Residences.** All Residences must be constructed to front on the Road on which the Lot fronts unless the Lot fronts on two Roads in which case, the Residence must front, as directed by the ACC, on either of the two Roads or partially on both.

2.12. **Greenhouses and Gazebos.** No Greenhouse or gazebo may be placed or constructed on a Lot without the prior approval of the ACC.

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

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

2.15. **Insurance Rates.** Nothing shall be done or kept on the Property that would increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located upon any Lot, or the Roads, without the prior written approval of the Association.

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

2.17. **Mailboxes.** Mailboxes shall be standardized and shall be constructed of brick or stone in a design approved by the ACC (unless gangboxes are required by the U.S. Postal Service).

2.18. **Natural Area.** The Natural Area of each Lot may be watered and shall be mowed, as directed by the ACC for safety purposes. Trees on the Natural Area may be trimmed and additional foliage may be planted on the Natural Area with the prior approval of the ACC.

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

2.20. **No Firearms or Fireworks.** No firearms may be used or discharged on the Property.

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

2.22. **No Prefabricated Structures.** No prefabricated structure or other type of building may be moved onto a Lot unless approved by the ACC.

2.23. **Oil and Gas Development.** No oil, gas or other minerals drilling, development, operation, quarrying or mining of any kind shall be permitted in or on the Property.

2.24. **Outdoor Lighting and Outdoor Speakers.** No bright outdoor lighting or loud outdoor speakers will be permitted on any Lot. All outdoor lighting and outdoor speakers must be approved, in advance, by the ACC.

2.25. **Prohibited Activities.** No Lot or improvement may be used for commercial, wholesale, 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 any other Owner. Nothing in this Paragraph 2.25 prohibits an Owner's use of a Residence for quiet, inoffensive activities such as home office, tutoring, or giving music or art lessons as long as these activities do not (a) materially increase the number of cars parked on the Lot or Roads or interfere with adjoining Owners' use and enjoyment of Roads, their Residences, or yards, or (b) violate any current City of Amarillo zoning ordinances.

2.26. **Prohibited Animals.** No animals or livestock of any kind may be raised, bred, or kept on the Property, except dogs, cats, and other household pets approved by the ACC. There shall be no commercial breeding of any animal on the Property. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community. Any and all ordinances affecting the Property must be adhered to. Notwithstanding the foregoing, the owner of each Lot may keep up to 10 chickens used for egg production on each Lot, provided that any chickens are kept in a confined space that is not visible from any street.

2.27. **Prohibited Use of Vehicles.** No motorized vehicles of any type are permitted on the Natural Area except wheelchairs, carts, and scooters being used by the physically impaired and landscape equipment being used to maintain the Natural Area.

2.28. **Residential Use.** All Lots are to be used for single-family residential purposes only. No building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot with Accessory Buildings and other buildings approved by the ACC.

**2.29. Restrictions on Resubdivision.** No Lot may be subdivided into a lesser depth than that shown on the Plat. None of the Lots may be subdivided without the ACC's consent.

**2.30. Septic Systems.** No open cesspools, outside toilets, or privies will ever be permitted to be erected, constructed, or maintained upon any lot other than those used incident to the construction of Residences or Accessory Buildings. Metal, concrete, or manufactured septic tanks with adequate subterranean field tile according to all applicable county and regulatory requirements and standards must be installed to service each residence. The septic system must be constructed so that there is no damage to the underground water.

**2.31. Sex Offenders.** To the extent not prohibited by applicable law, no convicted or paroled sex offender may (a) acquire or own any Lot or Residence, or (b) reside in any Residence.

**2.32. Sidewalks.** All sidewalks constructed along public rights-of-ways shall conform to ACC guidelines and shall conform to the minimum property standards of the City of Amarillo.

**2.33. Signs.** The ACC has the right to approve or reject any sign placed on the Property. No sign of any kind may be displayed to the public view on any Lot except (a) one sign of not more than six square feet advertising the Property for rent or sale, (b) signs used by a builder during construction and sales periods, (c) signs used by Declarant to advertise the Property during development, and (d) political signs no more than 90 days before a national, state, or local election day, which must be removed within 10 days after such election. All signs shall be ground-mounted, and an Owner shall not display a sign that (i) contains roofing material, siding, paging material, flora, balloon(s) or lights, or any other similar building, landscaping, or nonstandard decorative components; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) include the painting of architectural surfaces; (iv) threatens the public health or safety of the Subdivision; (v) violated a law or ordinance; (vi) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists; or (vii) contains words such as "distressed," "foreclosure," or "bankruptcy" in advertising a property for sale or rent. The ACC or Declarant have the right to remove any sign, billboard, or other advertising structure that does not comply with this Paragraph 2.33 and in so doing will not be subject to any liability for trespass or any other liability in connection with the removal.

**2.34. Temporary Structures.** No dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (a) children's playhouses and dog houses which may be placed on a Lot only in places which are not visible from any Road, unless otherwise approved by the ACC; (b) buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places that are not visible from any Road, unless otherwise approved by the ACC; and (c) a builder or contractor may have a temporary construction trailer and temporary outbuildings on a Lot during construction of the Residence on that Lot.

**2.35. Trucks.** Trucks with tonnage in excess of one and one-half (1.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements.



2.36. **U. S. Citizens.** To the extent not prohibited by applicable law, all Owners must either be (a) individuals who are United States citizens or (b) legal entities that are owned (however remotely) by individuals who are United States citizens.

2.37. **Water Supply System.** Individual water supply systems or wells shall be permitted on any Lot, provided, however, that the ACC must approve the location of any water supply system. No well locations will be approved that are closer than 100 feet to any sub-surface sewerage system and each well location must be a minimum of 50 feet from any Property line.

2.38. **Windows.** Window jambs and mullions shall be fabricated of anodized aluminum or wood. All aluminum or anodized metal windows on any front elevation of a Residence shall have baked-on painted aluminum divided light windows (no mill finish), unless otherwise approved by the ACC.

2.39. **Short Term Rentals.** An Owner may not enter into an agreement with any third-party to allow such third-party to reside at or occupy the Lot or any Improvement thereon, for a term shorter than 28 consecutive days. For any rental with a term longer than 28 consecutive days, the Owner shall enter into a written agreement with the third-party tenant, and shall furnish a copy of the written agreement to the Board prior to the commencement of the rental term. Such rental agreement shall require such tenant to engage the services of a lawn care company to provide regular lawn care and maintenance to the leased Lot or Improvement. For clarity, this provision is meant to prohibit the listing of any Lot or Improvement on VRBO, Airbnb, or other similar home share or short-term rental platform.

2.40. **Solar Devices.** Notwithstanding anything to the contrary contained in the Declaration, but subject to terms of this paragraph, Owners may install solar energy devices on the roof of an Improvement on a Lot. Prior to installing a solar energy device, an Owner shall obtain written approval by the ACC. The ACC shall approve or deny plans, in its sole and absolute discretion, within 60 days following receipt from Owner; if the ACC fails to respond in this 60 day time period the proposal shall be deemed rejected. As used herein, the term "solar energy device" has the meaning assigned to it under Section 171.107 of the Texas Tax Code and 202.010 of the Texas Property Code. Any solar energy device shall be installed by a contractor licensed to install solar equipment and may only be installed on the roof of any Improvement facing away from any street.

### Article 3

#### Construction Procedures

3.1. **Utilities.** All utilities must be installed underground except as approved by the ACC.

3.2. **Building Height.** No Residence may be higher than 40 feet unless approved by the ACC. Prior approval of the height of all Accessory Buildings must be obtained from the ACC.

3.3. **Building Materials.** All structures on a Lot must be constructed on the Building Site except as approved by the ACC. 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, materials must be placed only within the Building Site of, or the area to be landscaped on, the Lot upon which the improvements are to be erected. Construction and use of materials must progress without undue delay.

3.4. **Completion of Residence.** Construction of a Residence must be completed within sixteen (16) months from the date construction is commenced unless extended by the ACC.

3.5. **Completion of Accessory Buildings.** Construction of all Accessory Buildings on a Lot must be completed within ninety (90) days from the date construction is commenced unless extended by the ACC.

3.6. **Garage Requirements.** Each Residence must have at least a two car (but not more than a four car) attached garage. The garage must conform in design and materials with the main structure of the Residence. Accessory Buildings may have forward entry, but any such Accessory Building must be constructed behind the portion of any Residence that is furthest away from any street and are subject to approval by the ACC.

3.7. **Drainage.** Before any driveway or access is constructed on a Lot, a concrete approach must be constructed between a Road and the driveway or access on the Lot so the natural profile of the Lot remains the same and so as not to prevent natural drainage patterns of the Roads and Lots. The concrete approach must be in a form and size approved by the ACC.

3.8. **Driveways.** All vehicle approaches into garages and Accessory Buildings must extend from the garage or Accessory Buildings at least 20 feet and must be the full width of the doors entering into the garage or Accessory Buildings. These approaches must be constructed of concrete. The remaining driveways from a Road to the Residence must have an all weather surface approved by the ACC. Circular driveways located within the front yard setback areas on a Lot shall be permitted.

3.9. **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

3.10. **Size of Accessory Buildings.** The total square footage area of all Accessory Buildings (other than greenhouses and gazebos) may not exceed the size of the Residence constructed on the Lot without approval of the ACC. The total square footage area of any greenhouses and gazebos constructed on a Lot may not exceed in the aggregate the total square footage of the Residence without approval of the ACC.

3.11. **New Materials.** All building materials must be new; however, used brick is acceptable.

3.12. **Exterior Walls.** Unless otherwise approved by the ACC, the exterior walls of the Residence constructed on a Lot, including, without limitation, chimney flues, must be 100% brick, brick veneer, stone, stone veneer, or other masonry material, stucco, or synthetic stucco as approved by the ACC.

3.13. **HVAC Systems.** All heating, ventilation, and air conditioning systems ("HVAC Systems") on the ground must be screened with the same material used on the exterior walls of the Residence so the HVAC Systems are not visible from the Roads. The screen for the HVAC Systems must be constructed with material and in a size, height, and design approved by the ACC. HVAC Systems may not be installed on the ground in front of a Residence. HVAC Systems may not be installed on the roof of a Residence unless approved by the ACC. No window air-conditioning apparatus or evaporative cooler may be attached to any Residence or Accessory Building or at any other location.

3.14. **Fences.** All wooden fences must be constructed of cedar at locations, with material, and in a size, height, and design approved by the ACC. A fence enclosing or partially enclosing a Building Site may not be constructed before the construction of the Residence on the Lot. All fences constructed in the Fence Easement must be of the same material and have the same design as the fence enclosing or partially enclosing the adjacent Building Site and must be maintained in a good and clean condition.

3.15. **Setback Restrictions.** All Residences shall be constructed with setback restrictions as determined by the ACC. Due to the size and shape of certain lots within the property, the ACC cannot set uniform setback restrictions and any such restrictions shall be reviewed on a case by case basis.

3.16. **Roofs.** All roofs must have a minimum pitch of 8 and 12 unless otherwise approved by the ACC.

3.17. **Roof Materials.** Unless otherwise approved by the ACC, roof colors shall consist of the following: blacks and charcoal or similar dark colors. The ACC has the right to approve the color of all roofing materials. Unless otherwise approved by the ACC, all roofs having composition shingles must be laminated shingles with at least a 30-year warranty by the manufacturer.

3.18. **Materials for Accessory Buildings.** On all Accessory Buildings the exterior walls facing Roads must be constructed out of the same exterior materials as the exterior walls of the Residence. Metal barns will be allowed as Accessory Buildings if the design and composition of materials used in construction are approved by the ACC prior to construction.

3.19. **Irrigation System.** Upon completion of the Residence, the owner must install an automatic irrigation system in that area of the yard which extends the width of the lot to the street.

3.20. **Portable Sanitary Systems.** During construction on any Lot, the builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until the construction is completed.

3.21. **Construction Debris.** During construction on a Lot, the builder must put all construction trash that is susceptible to being blown from the construction site in the Approved Containers furnished by the builder to prevent trash from blowing off of the construction site. The Approved Containers must be emptied periodically, at the builder's expense, so there is always room for the trash. Builders must prevent construction trash from blowing out of the Approved Containers and off the construction site. The Association may impose a fine on the builder or

Owner for each violation of this provision. The fine for the first violation will be \$100. The fine for each subsequent violation will be \$150. The Association may hire a third party to collect and dispose of the trash and the builder or Owner shall pay the costs for this service. Builder or Owner shall pay all fines and costs upon demand.

3.22. **Building Code.** The construction of all Residences and Accessory Buildings must comply with all applicable building codes in force from time to time where the Property is located.

3.23. **Road Signs.** The size, design, and materials of the standard address sign to be used for all Lots must comply with the requirements of the ACC.

## Article 4

### Architectural Control

4.1. **Authority.** No Residence, Accessory Building, greenhouse, gazebo, fence, wall, driveway, or other structure may be commenced, erected, placed, maintained, altered, re-roofed, 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 ACC. The ACC may refuse to approve a Building Plan that may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of the Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, the ACC will consider only the general appearance of the proposed building as can be determined from the exterior elevations on submitted plans.

4.2. **Plan Submittal.** A complete copy of the Building Plan must be submitted in duplicate to the ACC or its designee either by (a) certified mail, return receipt requested, or (b) personal delivery, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by the ACC. The Building Plan must be submitted at least 45 days prior to the commencement of construction and 15 days before commencement of re-painting, re-roofing, or subsequent construction or alterations. The Building Plan must show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements including, without limitation, elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used as exterior siding. The Building Plan must specify building location on the Building Site. Samples of proposed construction materials must be delivered promptly to the ACC upon request.

4.3. **Multiple Submissions of Building Plan.** If the Building Plan submitted to the ACC does not include all the information required in Paragraph 4.2 at the first submittal, the remaining information must be submitted to the ACC within 45 days after the date of the first submittal. If all the information required in Paragraph 4.2 is not included in the Building Plan submitted to the ACC the second time, no future submittal of the Building Plan will be considered or approved unless the Person submitting the Building Plan pays the ACC an additional submission fee of \$100.

4.4. **Approval Procedure.** When the ACC approves the Building Plan, the ACC 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 ACC, 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 ACC. Any exterior modification of an approved Building Plan must again be submitted to the ACC for approval. The ACC's approval or disapproval must be in writing. Oral statements about the Building Plan will not be binding upon the ACC. If the ACC 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 ACC responded within the required time period, the Person submitting the Building Plan will have the burden of establishing the date the ACC received the Building Plan.

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

**4.6. Rules and Regulations.** The ACC 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 ACC 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 ACC regarding the Owner's Lot will have the right to submit the ACC's decision to arbitration. To do so, within 15 days following the date of the ACC's decision, the Owner must give the ACC written notification of Owner's intention to submit the decision to arbitration; otherwise, the right to arbitration is waived. Within 10 days of the notice to the ACC, the Owner must appoint an architect, the ACC must appoint an architect, and the two appointed architects must, within 10 days of their appointment, select a third architect. The three architects must (a) have been licensed as an architect under the laws of the State of Texas for more than 10 years, (b) have practiced architectural drafting of residential house plans for at least three years, and (c) not have prepared the Building Plan. The architects will serve as an arbitration board to review the decision of the ACC. The decision of two of the members of the arbitration board will be final and binding upon the Owner and the ACC. The prevailing party must pay the fee of the architect appointed by that party and the losing party must pay the fees of the other two architects.

**4.8. Deviation.** The ACC may, in 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 ACC'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 ACC 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 ACC may require an Owner to pay the ACC a fee in a reasonable amount solely determined by the ACC for granting a request for a variance.

4.9. **Liability of the ACC.** The ACC and its members, agents and attorneys have no liability for their decisions so long as their 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. The ACC 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**

5.1. **Landscape Requirements.** Unless otherwise approved by the ACC, each Owner of a Lot must comply with the Landscape Requirements set forth in this Article 5 (the "Landscape Requirements"). Any portion of the Natural Area that is damaged or destroyed during construction or otherwise must be replanted with native grass. All of the Landscaped Area must be completed with shrubbery, live ground cover, or grass as required by the ACC.

5.2. **Landscaping.** Except for Sidewalks, patios, driveways, and other landscaping approved by the ACC, all yards visible from any Road must be covered with shrubbery, live ground cover, or sod as required by the ACC. Within six months after completion of the residence, the owner must plant at least three single trunk trees along a line 20 feet from the street ("Street Trees"). The trees must be at least three inches caliper as measured at a point 12 inches above the surface of the root ball.

5.3. **Trees.** Only the following trees (the "Approved Trees") may be planted in the Landscaped Area:

- (a) Black Walnut;
- (b) Bur Oak;
- (c) Cedar Elm;
- (d) Eastern Red Cedar;
- (e) Canaert Red Cedar;
- (f) Juniper - Native;
- (g) Locust;
- (h) Pecan;
- (i) Red Haw;
- (j) Hackberry;

- (k) Soapberry;
- (l) Red Oak;
- (m) Pinion Pine;
- (n) Sumac - Native; and,
- (o) any other tree approved by the ACC.

Only the following trees may be used as Street Trees:

- (a) Cedar Elm
- (b) Red Oak
- (c) Green Glory Locust

**5.4. Tree Measurements.** The Approved Trees must be of at least 3-inch caliper for single trunk as measured at a point six inches above the root ball and 6-inch caliper for multi-trunk configurations as measured at a point six inches above the root ball. Multitrunked trees must be callipered by taking the diameter of the largest trunk and one-half of the measurement of the remaining trunks to obtain an aggregate of at least six inches total. Pine trees must be at least six (6) feet tall. All 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. Street Trees must be only single trunk of at least 3-inch caliper as measured at a point 12 inches above the surface of the root ball. All Street Trees must comply with criteria as set forth in the latest edition of the American Standards for Nursery Stock as published by the American Association of Nurserymen.

**5.5. Tree Location.** The Owner of each Lot must plant at least four (4) Approved Trees in the Landscaped Area, and three of those trees must be Street Trees, The trees shall be placed (a) in front of the Residence, or (b) if the Lot is a corner Lot, in front and on the side facing the Road of the Residence. The owner of each lot must plant the number of Street Trees as required by the ACC. The ACC will have the sole right to approve or not approve the location of Street Trees along the Road frontages. An Owner will have no right to change the location of Street Trees along the Road frontages as originally designated by the ACC.

**5.6. Shrubs.** The Owner of each Lot must plant (a) at least thirty (30) shrubs that are twelve (12) inches tall in front of the Residence, or (b) shrubs the number and size of which have been approved by the ACC.

**5.7. Gravel and Concrete Yards.** The Owner shall not have gravel, rock or concrete yards on a Lot, however, approved gravel, rock or concrete will be permitted on the slopes of any drainage easement if approved by the ACC, and landscape boulders will be permitted if approved by the ACC.

**5.8. Completion of Landscaping.** Landscape Requirements must be completed within 30 days after the first to occur of (a) substantial completion of the Residence, or (b) occupancy of the Residence.

**5.9. Maintenance of Landscaping.** Each Owner must maintain his or her irrigation system and comply with the Landscape Requirements in the Landscaped Area at Owner's own cost and expense. The Owner's maintenance obligation will include, without limitation, responsibility for:

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

Grass and weeds in the Landscaped Area on each Lot must be mowed at regular intervals to maintain the Landscaped Area in a neat and attractive manner. Owners must not permit weeds or grass to grow more than four inches high in the Landscaped Areas. Upon failure of any Owner to maintain any Lot or replant trees as required, the Association may, at its option, replant trees and have the grass, weeds, and vegetation mowed as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work.

**5.10. Maintenance of Natural Area.** The Natural Area must remain in its natural state as much as reasonably possible; however, the Association may require an Owner to mow the Natural Area on his or her Lot to maintain good fire prevention procedures. Upon failure of any Owner to mow the Natural Area on his or her Lot, the Association may, at its option, mow the Natural Area, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the mowing.

## **Article 6**

### **Tascocita Unit No. 6 Homeowner's Association, Inc.**

**6.1 Organization.** Declarant shall cause the formation and incorporation of the Association as a non-profit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set forth in its Certificate and Bylaws or in this Declaration as hereinafter set forth. Neither the Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.



## 6.2 Membership Voting and Meetings.

(a) **Class A.** Class A Members will be entitled to one vote of each Lot owns by the Class A Member. If a Class A Member owns a Lot plus a portion of an adjacent Lot, the Member will only have one vote. If a Class A Member owns more than on Lot and such Lots have been consolidated into a single building site with the Prior written approval of the Declarant, the consolidated building site shall be considered one Lot for voting purposes. If a Lot is owned by more than one Owner, each Owner is a Class A Member; however, only one vote may be cast for each Lot. In the event more than one vote is cast per Lot, none of the votes case for such Lot shall be counted. Any Owner who is a natural person must designate to the Board in writing an individual who has the authority to represent such Owner in Association matters and to cast all votes of such owner. An Owner my delegate its right to vote to any tenant occupying the Lot owned by such Owner provided such delegation is made in writing to the Board.

(b) **Class B.** The Class B Member will be entitled to three votes for each Lot owned by the Class B Member, plus three votes for each acre of Land owned by the Class B Member that has not been platted; provided, however, the Class B Membership will cease and convert to Class A membership at the end of the Development Period.

6.2 **Governance.** As more specifically described in the Bylaws, the Board will consist of at least three (3) person elected at the annual meeting of the Association, or at a special meeting called for such purposes. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant shall have the sole right to appoint and remove all members of the Board until the tenth (10<sup>th</sup>) anniversary of the date this Declaration is recorded. Not later than one hundred and twenty (120) days after title to seventy-five percent (75%) of the Lots that may be created hereunder have been conveyed to Owners other than Declarant, or sooner as determined by the Declarant, the Board shall hold a meeting of the Association for the purpose of electing one-third (1/3) of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than Declarant. Declarant shall continue to have sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

6.3 **Powers and Authority of the Association.** The Association acting through its Board shall have all of the powers of a Texas non-profit corporation allowed by law, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of the State of Texas or as expressly set forth herein. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein and providing for the maintenance and preservation of any Landscaped Area or facilities of the Association. The Association, and the Board acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) **Rules and Bylaws.** To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, Rules, including but not limited to traffic rules, parking rules and a schedule of fines for violations, and the Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) **Insurance.** To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the functions of the Association.

(c) **Records.** To keep books and records of the Association's business and affairs.

(d) **Assessments.** To levy Assessments as provided or allowed by this Declaration. Assessments may be levied for that sum as set forth below in order to raise the total amount for which the levy in question is being made. Such amount may include assessments to establish a reserve for the purposes of major items of improvement or repairs.

(e) **Right of Entry and Enforcement.** To enter at any time in an emergency (or in the case of a non-emergency, after ten (10) days' written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing this Declaration or the Rules, or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration or the Rules, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal liability of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Section VII hereof for regular and special Assessments. The Association may from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration or the Rules. The Association may also settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration or the Rules; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(f) **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) **Landscaping & Mowing.** To retain the services of independent contractors or employees for the purposes of mowing and/or landscaping the Landscaped Area and those portion of the yard of the Lots as the Board in its discretion deems appropriate.

(h) **Manager.** To retain and pay for the services of a person or firm to manage and operate the Association, including its Property ("Manager"), to the extent determined to be the person or firm who manages or operates the Association and its Property is the

appropriate or advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Association release the Association and the Directors from liability for any omission or improper exercise by the Manager or any party engaged by the Manager of any such duty, power or function so delegated.

(i) **Other Services and Properties.** To obtain and pay for any other property and services, and to pay any other taxes or fees that the Association or the Board is required to pay ancillary to its fulfillment of its powers and duties according to this Declaration and according to law, or pursuant to applicable law, the terms of this Declaration, or the Certificate or Bylaws of the Association.

(j) **Contracts.** To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any of the Landscaped Area or to provide any service or perform any function on behalf of Declarant or any other party.

(k) **Loans.** To borrow funds from any source to pay any costs of operation that may be secured by such assets of the Association as deemed appropriate by the Board.

**6.4 Maintenance Authority.** The Association shall be authorized to maintain and repair any Landscaped Area and other such areas of the Property, as appropriate, pursuant to the terms of this Declaration.

**6.5 Rules of the Board of Directors.** All Members, occupants and their families and guests shall abide by any reasonable Rules and Regulations adopted by the Board. The Board shall have the power to enforce compliance with said Rules and Regulations by all appropriate legal and equitable remedies and fines as allowed by law. As used herein the term fine is not intended to be a penalty, but to be a fine as permitted under the Texas Property Code and an administrative charge to offset of costs for the Association and its Board having to deal with the violation.

**6.6 Indemnification.** The Association shall indemnify every officer, director, and committee member against all damages and expenses including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Texas law.

#### **6.7 Assessments**

(a) Regular Assessments. At the Annual Meeting of the Association, the Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Property; to fund its operating expenses; and to improve and maintain any common areas (an "Assessment"). An Assessment is a

personal obligation of each Owner when the Assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Assessments will be based the ownership of each Lot, with each Lot being subject to uniform Assessments. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Declaration; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

- (b) Special Assessments. In addition to the regular annual Assessment authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such special Assessment shall have the prior written approval of a Majority Vote of the outstanding votes held by the Owners at a meeting at which a quorum is present. Any special Assessment shall be prorated based on the period of time the Owner owns the Lot during such year.
- (c) Assessment Due Date. All Assessment, whether annual or special, shall be due and payable by each Owner within 30 days of the date the Assessment is approved by the Association, or in such other manner as the Association may designate in its sole and absolute discretion.

**6.8 Transfer and Resale Certificate.** In the event any Owner desires to sell or otherwise transfer the Lot, the Association may assess a transfer fee. The transfer fee may change from time to time, to be determined by the Association, and listed in the Management Certificate of the Association.

## **ARTICLE 7 HAS BEEN INTENTIONALLY OMITTED.**

### **Article 8**

#### **General Provisions**

**8.1. Easements.** Easements for the construction, installation, replacement, operation, maintenance, repair, and removal of utilities and drainage facilities are dedicated and reserved as shown on the Plat. All utilities will be located in the easements indicated or in the Roads. All utility companies shall repair any damage to the pavement or other improvements on the Roads

resulting from construction, installation, replacement, operation, maintenance, repair, and removal of utilities.

**8.2. Recorded Plat.** All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated in this Declaration and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referred to in that instrument or not.

**8.3. Maintenance of Improvements.** Each Owner of a Lot must:

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

**8.4. Mortgages.** The breach of any provision of this Declaration 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 of any Lot 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 acquisition of title.

**8.5. Term.** This Declaration will run with and bind title to the Property and will remain in full force and effect for 30 years after this Declaration is recorded in the real property records of Potter County, Texas. This Declaration will thereafter extend automatically for successive periods of 10 years unless amended as provided in Paragraph 8.10.

**8.6. Severability.** If any condition, covenant, or restriction contained in this Declaration is invalid, which invalidity will not be presumed until it is determined by the final non-appealable 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.

**8.7. Binding Effect.** Each of the conditions, covenants, restrictions, and agreements contained in this Declaration is made for the mutual benefit of, and is binding upon, each Person acquiring any part of the Property. The conditions, covenants, restrictions, and agreements in this Declaration are not for the benefit of the Owner of any land except land included in the Property and other land subjected to this Declaration as provided in Paragraph 1.27. This instrument, when executed, will be filed for record in the real property 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 contained in this Declaration.

**8.8. Enforcement.** Declarant, the Association, or any Owner shall have the right to have this Declaration faithfully carried out and performed, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance of this Declaration and to recover damages. The Owners have the right to have this Declaration strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others regardless as to whether or not reference to this Declaration is made in the document conveying the Lot to the Owner. Failure by any Owner, Declarant or the Association to enforce this Declaration will not be deemed a waiver of the right to do so at another time. For purposes of this Paragraph 8.8, the Association is a designated third party with the authority to enforce this Declaration pursuant to Section 202.004(b) of the Texas Property Code.

**8.9. Addresses.** Any notices or correspondence to an Owner of a Lot must be addressed to the street address of the Lot. Any notice or plan submission to Declarant or the ACC must be made at the following address:

Long Range, LLC  
19251 Saddleback Rd.  
Amarillo, TX 79119

Declarant or the ACC may change its address for notice and plan submission by recording in the real property records of Potter County, Texas, a notice of change of address.

**8.10. Amendment.** The owners of legal title to at least 51.0% of the Lots may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments, except for that 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.

**8.11. Assignability.** Declarant or its successors or assigns may assign their rights, privileges, duties, and obligations under this Declaration by a document signed by Declarant or its successors or assigns specifically assigning their rights, privileges, duties, and obligations under this Declaration, which documents must be recorded in the real property records of Potter County, Texas.

**8.12. Approvals.** All consents and other evidences of approval by Declarant or the ACC must be in writing and signed by Declarant or the ACC before they are binding.

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

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

8.15. **Time of Essence.** Time is of the essence.

8.16. **Gender.** When the context requires, singular nouns and pronouns include the plural.

Executed this 9<sup>th</sup> day of May, 2024.

**DECLARANT:**

Long Range, LLC, a Texas limited liability company

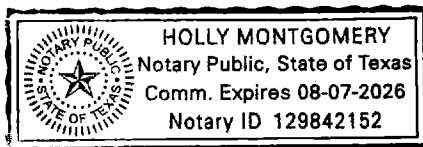


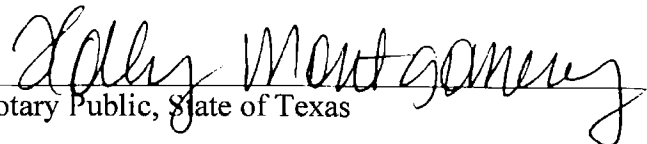
Craig Cooper, President

STATE OF TEXAS           §

COUNTY OF POTTER       §

This instrument was acknowledged before me on this 9<sup>th</sup> day of May, 2024, by Craig Cooper, President of Long Range, LLC, a Texas limited liability company, on behalf thereof.



  
Notary Public, State of Texas

## FILED and RECORDED

Instrument Number: 2024OPR0005777

Filing and Recording Date: 05/09/2024 09:47:14 AM Pages: 24 Recording Fee: \$103.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Potter County, Texas.



A handwritten signature in black ink, appearing to read "Julie Smith".

---

Julie Smith, County Clerk  
Potter County, Texas

***DO NOT DESTROY - This document is part of the Official Public Record.***

vcordova