DECLARATION OF RESTRICTIONS

CITY VIEW - UNIT #15

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Recitals

A. **Rockrose Development, LLC,** a Texas limited liability company, ("**Developer**") is the owner of all the following described property (**the "Property"**):

Lots 11 through 62, Block 44; Lots 10 through 18, Block 45; Lots 1 through 18, Block 46; Lots 1 through 18, Block 47, City View Unit #15, an addition to the City of Amarillo in Randall County, Texas, according to the map or plat thereof, recorded as Document #2015014189, in the Official Public Records of Randall County Texas.

B. Developer intends for the Property to be developed as a single-family residential subdivision. Developer declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions--set forth in this Declaration of Restrictions (**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.

Article 1

Construction of Improvements and Use of Lots

1.1 **The Plat**. The Property is platted as **City View Unit #15 an addition to the City of Amarillo in Randall County, Texas, according to the map or plat thereof, recorded as Document #2015014189, in the Official Public Records of Randall County Texas. (the "Plat").**

1.2 **Residential Use**. All Lots shown on the Plat (**"Lot" or "Lots"**) are to be used for single-family residential purposes only; however, Developer may authorize Lots to be used by Builders temporarily for model homes. No building may be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family house (**"House"**) per Lot with a private garage as provided in Section 1.5 below together with children's playhouses, greenhouses, or other buildings of like nature for the pleasure of the occupants of the residence. No House may be more than two stories in height. All Houses must be constructed to front on the street on which the Lot fronts.

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1.3 **Model Homes.** Any Builder that constructs a home to be used temporarily as a model home must seek approval from the Developer regarding the following;

(a) Length of time the home is intended to be used as a model home.

(b) All signage, flagging, lighting and any other marketing feature.

1.4 **Single-Family Use**. Each House may be occupied only by one family consisting of persons related by blood, adoption or marriage, or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household staff.

1.5 **Garage Required**. Each House must have a minimum of a two car attached garage which must conform in design and materials with the House. No garage may be converted into living space or used in any manner to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a homebuilder. All garages including additional detached garages must be only rear entry from the alley (except as provided herein). On all corner lots, unless otherwise approved by Developer, the attached garages must open at a 90° angle or more away from the front street or must enter from the alley. All garages must be at the rear of the house, unless otherwise approved by the Developer.

(a) **No Side Entry Restriction**. No side entry garages are allowed on the following corner lots: **Lot 10, Block 45**.

1.6 **Shops and Storage Buildings.** All such buildings must be constructed within the rear half of the lot. Any roof visible from street must match roof requirement of main building. If any gable is visible from any street then the minimum roof pitch must meet the 7/12 requirements and said gable must be bricked to match house. If Gable not visible then roof must be 4/12 minimum otherwise there is no requirement or restrictions as long as entire building is not visible from any street.

1.7 **Restrictions on Resubdivison**. No Lot may be subdivided into a lesser depth than that shown on the Plats except by city condemnation for extra width of streets. None of the Lots may be subdivided into building sites smaller than ninety percent of the original platted width.

1.8 **Driveways**. All driveways must be surfaced with concrete. No strip driveways or asphalt driveways are allowed.

1.9 **Uses Specifically Prohibited and Other Provisions**.

(a) No temporary dwelling, shop, trailer, mobile home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses, dog houses, greenhouses, and gazebos; (ii) buildings for storage of lawn maintenance equipment; and, (iii) a contractor's temporary construction trailer during construction of the House on that Lot.

(b) Any construction on any lot must use new materials unless otherwise approved by the Developer. It is intended that only new construction be erected on a Lot. All materials used in construction of a home or any additions or accessory buildings for the home must be new and must conform to any other architectural or construction requirements within these restrictions, unless otherwise approved by Developer.

(c) 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.

All Houses and other structures erected must be completed within eight months from the date construction is commenced unless extended by Developer.

(d) No automobile, van, pickup truck, truck, boat, trailer, marine craft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in the front yard of any House on the Property, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any House unless concealed from the front street. No such vehicle or equipment may be used as a House 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 House in the immediate vicinity. Only passenger automobiles, passenger vans, and pick-up 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.

(e) 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, hogs, bees, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, or any other similar animal or fowl on a Lot. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community.

(f) Any equipment for receiving or sending sound, video, internet or any other communication messages (collectively "antennas") which are visible from any street may not exceed 30" in diameter or 7 square foot. Unless otherwise approved by the Developer, all such antennas must be placed in the backyard area of the house.

(g) No Lot or improvement may be used for retail or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subsection prohibits a Builder's temporary use of a House as a sales office until notified in writing by the Developer. Nothing in this subsection prohibits an owner's use of a House for quiet, inoffensive activities such as home office, tutoring, or giving music or art lessons so long as such activities do not materially increase the number of cars parked on the Lot or street or interfere with adjoining homeowner's use and enjoyment of streets, their Houses, and yards.

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

(i) No sign of any kind may be displayed to the public view on any Lot except one sign of not more than twelve square feet advertising the Property for rent or sale except for signs used by a Builder or Developer to advertise the Property during the development, construction, and sales periods. Developer or its agents have the right to remove any sign, billboard, or other advertising structure that does not comply with this subsection and in so doing will not be subject to any liability for trespass or any other liability in connection with such removal.

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

1,700 square feet, but if two stories, there must be at least 1,000 square feet on the ground floor	**Lots**	**11 - 62**	**Block 44**
	Lots	**10 - 18**	**Block 45**
	Lots	**1 - 18**	**Block 46**
	Lots	**1 - 18**	**Block 47**

1.11 **Setbacks**. All setbacks must comply with city standards.

1.12 **Building Materials**. Unless otherwise approved by Developer, the exterior walls of the House and garage constructed on a Lot must be at least 65% brick, brick veneer, stone, or stone veneer. Stucco, synthetic stucco, siding or other materials may not exceed 35% of the exterior wall area unless prior consent is obtained from Developer. All building materials must be new; unless otherwise approved by Developer.

1.13 **Chimneys.** Any portion of any chimney constructed that is visible from any street must be constructed with brick, brick veneer, stone or stone veneer. Stucco, synthetic stucco or any other material may not be used without the approval of the Developer. Any materials that are not approved within the requirements of this paragraph that are used in the construction of a chimney must not be visible from any street, unless otherwise approved by the Developer.

1.14 **Fences**. Unless otherwise approved by Developer, any fence must be constructed of brick or wood. Examples of prohibited fencing materials include but are not limited to chain link, barbed wire, wire and other non-brick or non-wood materials, unless approved by the Developer. **Construction of an approved fence enclosing the back yard of a lot must be completed within 3 months after completion of the house.** Fences facing any street must be constructed so that the side of the fence containing the horizontal structural supports is not visible from the street.

(a) **On Lots 20, 30, 41, 51 and 62 Block 44 a continuous fence constructed of approved materials, must be constructed along the East property line adjacent to Georgia Street, for the full length of the lot line.** Said fence must be a minimum of 6' in height from the rear of the lot along the east side of the lot up to a point even with the front of the house. The fence must then transition down to a height not to exceed 4' and must continue along the West line of the lot to the front most property line. In the event that the front most property line is inside of a concrete drainage channel, then the fence must be built to span over the top of said channel.

(b) **On Lots 62, Block 44 developer will construct a brick "City View" entry sign similar to those already located at various entry points within the neighborhood.** On these

these lots a continuous fence constructed of approved materials, must be constructed along the East property line adjacent to Georgia Street, for the full length of the lot line. Said fence must be a minimum of 6' in height from the rear of the lot along the East side of the lot up to a point even with the front of the house. The fence must then transition down to a height not to exceed 4' and must continue along the East line of the lot and then abut the edge of the brick "City View" entry sign.

1.15 **Retaining walls. Lots 20, 30, 41, 51 and 62, Block 44** may need a retaining wall along the Georgia Street side. Contact developer for engineering detail prior to construction.

1.16 **Sidewalks**. When building a House on a Lot, the Builder must build a city-approved sidewalk one foot (1') outside of and parallel to the property line of the lot except noted below, unless otherwise approved by Developer. In an effort to maintain consistency in the elevation of the sidewalk, all sidewalks must be constructed so that the high side of the walk must be within the range of 3 – 5 inches above the top of the curb. All Builders must coordinate sidewalk construction with the adjacent lot owners to maintain a consistent elevation.

(a) Wheel chair accessible ramps: Builder is responsible for the construction of wheel chair accessible ramps. It is Builder's responsibility to determine if the Lot is required to have a ramp. If so, the ramp, including curbcut must comply with the City of Amarillo and A.D.A. requirements. In some instances developer will provide wheel chair accessible ramps. In the instance ramps are provided, the builder is responsible for aligning the sidewalks with the ramp.

(b) **Lots 20, 30, 41, 51 and 62 Block 44** sidewalks need to be adjacent to back of curb on East side of property along Georgia. The timing of the installation of these sidewalks will be determined by the City of Amarillo once they improve this portion of Georgia with curb and gutter.

1.17 **Roofs**. Unless otherwise approved by Developer, all roofs must be an architectural style laminated shingle with at least a 30 year manufacturer's warranty. Roof colors must be dark brown, black, charcoal or or other similar dark tones. Any other roof color is subject to review and approval by Developer.

1.18 **Roof Pitches**. All roofs must have a pitch of at least 7 and 12.

1.19 **Mail Boxes.**

(a) **Mailboxes (Location).** Location and placement of mailboxes must comply with the USPS regulations. Please contact your post office for up to date requirements.

(b) **Mailboxes (Type).** All posts, brackets and boxes must be United States Postal approved. The posts, brackets and boxes must be heavy-duty aluminum or better material and must have a durable powder coated finish. Unless otherwise approved by Developer all posts, brackets and boxes must be black, bronze, antique copper, charcoal or other similar dark metallic color. Unless otherwise approved by Developer all boxes must be of the traditional rural mailbox style. The approved mailboxes may also be built within a USPS approved brick column structure.

(c) **Mailboxes (Requirement).** It is the Builder's responsibility to install the approved Mailbox in accordance with these restrictions.

(d) **Mailboxes (Failure to Comply).** Failure to install the approved USPS mailbox in the required location may result in termination of mail delivery by USPS.

1.20 **Building Height Restriction**. On **Lots 20, 30, 41, 51 and 62, Block 44** no portion of any building may be constructed or erected within ten feet (10') of any overhead utility lines located along the edges of these lots adjacent Georgia Street. Builder must coordinate with Xcel Energy, prior to construction, to be assured that all requirements and restrictions are complied with.

Article 2

Landscaping

2.1 **Lot Landscape**. Upon completion of a House or prior to an owner occupying the house, the builder must install a lawn sprinkler system in the front yard area all the way to the edge of the front sidewalk and must establish a fully planted or sodded grass yard or other live ground cover on all yards visible from any street.

(a) In the space between the curb and the front sidewalk the builder must install a drip or subsurface irrigation system that complies with all current city codes and must establish a fully planted or sodded grass yard within this area.

2.2 **Trees.** The owner or builder of each lot must plant at least two (2) trees in the front yard area. Trees must be a minimum of 3" caliper and must be planted within 120 days of completion of home. Multi trunk trees are an acceptable alternative to the 3" requirement.

2.3 **Lot Maintenance**. The landscaping required in Article 2 must be completed within 90 days after the first to occur of the following: (i) substantial completion of the House; (ii) issuance of the final certificate of occupancy by the City; or (iii) occupancy of the House. Lot owners must maintain the yards in a sanitary and attractive manner including but not limited to mowing, edging trimming and irrigation. Grass on each Lot and adjacent right of way must be kept mowed at regular intervals to maintain the Lot in a neat and attractive manner. Weeds and other unwanted vegetation must be reasonably controlled or eliminated.

2.4 **Entry Signs.** On **Lot 62, Block 44** developer has the right to construct brick "City View" entry signs within the easement area defined by the recorded separate instruments for the above mentioned lots.

Article 3

General Provisions

3.1 **Easements**. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats. Easements are also reserved across all Lots as necessary for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the Houses.

3.2 **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 Developer conveying Lots, whether specifically referred to therein or not.

3.3 **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 Deed Records of Randall

County, Texas. This Declaration will thereafter extend automatically for successive periods of 10 years unless amended as provided in Section 3.10.

3.4 **Severability**. If any condition, covenant, or restriction herein contained is invalid--which invalidity will not be presumed until it is determined by the judgement or 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.

3.5 **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 Deed Records of Randall County, Texas, so that each owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

3.6 **Enforcement**. Developer and the owner of each 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. It is the intention to attach to each Lot, without reference to when it is sold, the right and easement to have this Declaration strictly construed, such right to exist with the owner of each Lot and to apply to all other Lots whether owned by Developer, its successors and assigns, or others. Failure by any owner or Developer to enforce any provision of this Declaration will not be deemed a waiver of the right to do so thereafter.

3.7 **Definition of Owner**. As used herein, the word "owner" refers to the record owner, whether one or more persons or entities (including Builders and contract sellers), of the fee simple title to a Lot on which there is or will be built a House but not including those having a interest merely as security for the performance of an obligation.

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

3.9 **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 Developer must be made at the following address:

Rockrose Development, LLC
7830 Hillside Unit 300
Amarillo, TX 79119

Developer may change its address for notice and plan submission by recording in the Deed Records of Randall County, Texas, a notice of change of address.

3.10 **Amendment**. At any time, the owners of the legal title to 75.0% of the Lots may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments, except that for 30 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of Developer. Developer will be under no obligation to consent to any amendment of this Declaration.

3.11 **Assignability**. Developer means Rockrose Development, LLC, its successors and assigns, and includes any person or entity to which Developer may assign its rights, privileges, duties, and obligations hereunder, which are and will be assignable.

3.12 **Approvals**. All consents and other evidences of approval by Developer must be in writing and signed by Developer before they are binding upon Developer.

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

Dated the 14th day of February 2017

DEVELOPER:

ROCKROSE DEVELOPMENT, LLC

BY: _____
Matt Griffith, Vice President

STATE OF TEXAS }
}
COUNTY OF RANDALL }

This instrument was acknowledged before me on this the **14th day of February 2017**, by Matt Griffith, Vice President of **ROCKROSE DEVELOPMENT, LLC**, a Texas limited liability company, on behalf of said company.

_____
Laraine C. Bowers
Notary Public, State of Texas

Return to: **Rockrose Development, LLC**
7830 Hillside Unit 300
Amarillo, TX 79119

LARAINE C BOWERS
Notary Public, State of Texas
Notary ID #129035701
My Commission Expires 06-27-2020

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Renee Calhoun
2017002839
02/16/2017 02:09 PM
Fee: 44.00
Renee Calhoun, County Clerk
Randall County, Texas
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