

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SPRING LAKE

High Country Properties, Inc., Declarant
Canyon, Texas

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SPRING LAKE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Recitals

- A. High Country Properties, Inc., a Texas corporation, is the Owner of all the Property described in Section 1.21.
- B. Declarant intends for the Property to be developed as a single-family residential subdivision. Declarant declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in this Declaration of Covenants, Conditions, and Restrictions which:
- (1) are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Property;
 - (2) preserve the natural flora, trees, and vegetation on the Property in its natural state except for areas which are improved according to this Declaration;
 - (3) 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
 - (4) inure to the benefit of each Owner of the Property.

C. IMPORTANT NOTICE: PURSUANT TO THE MASTER DECLARATION FOR SPRING LAKE, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF SPRING LAKE ASSOCIATION AND BECOMES OBLIGATED TO PAY ASSESSMENTS TO SPRING LAKE ASSOCIATION (IN ADDITION TO THOSE REQUIRED UNDER THIS DECLARATION). EACH OWNER'S ATTENTION IS DIRECTED TO THE MASTER DECLARATION FOR SPRING LAKE FOR THE SPECIFIC TERMS APPLICABLE TO AN OWNER PURSUANT TO THE MASTER DECLARATION FOR SPRING LAKE.

Declaration

Now, therefore, Declarant adopts, establishes, and imposes the following covenants, 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, liens, and restrictions.

Definitions

Unless the context otherwise indicates or requires, the following words or phrases when used in this Declaration have the following meanings:

- 1.0 “Accessory Buildings” - means detached garages, workshops, guest quarters, servant quarters, cabanas, tool houses, and other outbuildings.
- 1.1 “Approved Containers” - means containers of the type and size as required by Declarant or the Master Association to hold trash, construction debris, and other debris.
- 1.2 “Approved Trees” - has the meaning set forth in Section 5.2.
- 1.3 “Architectural Control Committee” - means a committee of three members designated by Developer, each of whom, shall serve at the sole discretion of Developer until 80.0% of the Lots are sold by Developer. After 80.0% of the Lots have been sold by Developer but before Developer has sold all of the Lots, “Architectural Control Committee” means a committee of three consisting of Developer, a member designated by Developer, and a member elected by the Master Association. After all of the Lots have been sold by Developer, “Architectural Control Committee” means a committee of three members elected by the Master Association.
- 1.4 “Building Plan” - has the meaning set forth in Section 4.0.
- 1.5 “Building Site” - means that portion of a Lot which may be improved with a Residence, Accessory Buildings, driveways, and landscaping.
- 1.6 “Common Areas” - means the Greenway, and other areas designed on the Plat or by Developer as “Common Areas”.
- 1.7 “Declarant” - means High Country Properties, Inc., a Texas corporation, its successors and assigns, and includes any Person to which Declarant may assign its rights, privileges, duties, and all obligations hereunder as provided in Section 6.11, but excluding any Person merely purchasing one or more Lots from Declarant.

1.8

“Declaration” - means this Declaration of Covenants, Conditions and Restrictions for Spring Lake Unit No. 1 and any amendments or modifications hereto filed in the Deed Records of Randall County, Texas.

1.9 “Developer” - means Declarant and any person who develops additional tracts of land and who subjects such additional tracts of land to the Master Declaration.

1.10 “Greenway” - means collectively all areas described in the Plat as “Flood Area” or “Pedestrian Walkway”

1.11 “Landscaped Area” - means an area which may be planted with grass, trees, or other vegetation. The Landscaped Area must be located within the Building Site and may not be larger than three square feet of land for each one square foot of floor space in the Residence and Accessory Buildings, except Approved Trees of a reasonable number may be placed outside the Building Site.

1.12 “Landscape Requirements” - has the meaning set forth in Section 5.0.

1.13 “Lienholder” - has the meaning set forth in Section 6.12.

1.14 “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 except for the Common Areas.

1.15 “Master Association” - means “Spring Lake Owners Association, Inc.” and its successors and assigns.

1.16 “Master Declaration” - means the “Master Declaration for Spring Lake Unit No. 1, recorded simultaneously with the Declaration in the Deed Records of Randall County, Texas.

1.17 “Natural Area” - means all of the Lot except the Building Site and the Landscaped Area.

1.18 “Owner” - means each Person who is a record owner of a fee simple interest in any Lot, but excluding any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.

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

1.20 “Plat” - means all Plats (each “a Plat” and collectively “Plats”) of any portion of the Property, including but not limited to that certain Plat of the Property

recorded on May 27, 2003 under Clerk's File No. 03 12051 of the Official Public Records of Randall County, Texas, and any amendments thereto.

1.21 "Property" - means the following described property:

Spring Lake Unit No. 1, a suburban subdivision out of Section 31, Block 1, T.T. R.R. Company Survey, Randall County, Texas, containing 145.8 acres, as described in the Plat.

including other tracts of land contiguous to the Property that Declarant may acquire in the future and subject to this Declaration. Declarant and Declarant's successors and assigns may, in their sole discretion, without the joinder of any other Person, subject such future acquired tracts to this Declaration by recording in the Deed Records of Randall County, Texas, supplements to this Declaration containing the descriptions of such additional tracts.

1.22 "Residence" - means one detached single-family house.

1.23 "Streets" - means those certain public roads or streets used for ingress and egress designated on the Plat for motor vehicle use.

Other terms used in this Declaration are defined in various provisions hereof and in the Master Declaration.

Article 2

Restrictions on Use of Lots

2.0 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 Architectural Control Committee. Provided, however, any Lot or Property owned by the Master Association may be used for any purpose benefitting the Owners as determined by the Master Association.

- 2.1 Use of Garages.
No garage may be converted to living space or used in any manner to preclude the parking of two (2) motor vehicles therein.
- 2.2 Single-Family Use.
No Residence may be occupied except 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 servants who are being paid a reasonable salary for their services.
- 2.3 Front Elevation of Residence.
All Residences must be constructed to face the street on which the Lot fronts unless the Lot fronts on two Streets in which case, the Residence must front, as the Architectural Control Committee may approve, on either of the two Streets or partially on both. No residence, except for Lot 2, Block 1 of Spring Lake Unit No. 1, will face F.M. Highway 2590, unless approved by the Architectural Control Committee.
- 2.4 Electric/Barbed Wire/Chain Link Fences.
Unless approved by the Architectural Control Committee, no electric fences will be allowed on the Property. No barbed wire fence will be allowed on the Property except in locations approved by Developer. No chain link fence will be allowed on the Property where visible from the Common Areas.
- 2.5 Improvements.
Improvements and landscaping may only be placed within the Building Site. All portions of a Lot not included in the Building Site must remain in its natural state, except Approved Trees of a reasonable number may be placed outside the Building Site.
- 2.6 Description of Trees.
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 Architectural Control Committee's consent. If an Owner damages or destroys such a tree without the Architectural Control Committee's consent, Owner must replace the tree with a similar tree 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-trunked configurations as measured at a point six inches above the root ball. Multi-trunked trees must be calipered 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.
- 2.7 Limited Fences.

Unless approved by the Architectural Control Committee, no solid fence may be constructed on a Lot except around the Landscaped Area of the backyard.

2.8 Temporary Structures.

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

2.9 Greenhouses and Gazebos.

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

2.10 No Prefabricated Structures.

No prefabricated structure or other type of building may be moved onto a Lot unless approved by the Architectural Control Committee.

2.11 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, horse trailer, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any Lot, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Lot unless completely concealed from public view. 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 or Accessory Buildings in the immediate vicinity. Only passenger automobiles, passenger vans, and pickup trucks that are in operational 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 in the driveway where visible from the Streets or Greenway.

2.12 Hazardous Materials.

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

2.13 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. No cattle, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, or any other similar animal or fowl may be kept on a Lot. Animals are not to be raised, bred, or kept for commercial purposes or for food.

2.14 Dogs and Cats.

No pets may be kept on the Lot that interfere with the quietude, health, or safety of the community. No more than a total of two dogs or cats will be permitted on a Lot unless approved by the Architectural Control Committee. Dogs must be restrained or confined on the back of the Building Site 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 of a Lot.

2.15 Junk/Trash.

No portion of the Property or the Greenway 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 but not limited to 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 screened from view from all Streets and the Greenway. Containers located on the Lot during construction of improvements, must be removed upon completion of the construction. 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 or the Greenway at any time. All junk, equipment, inoperative motor vehicles, and other similar junk must be removed or may be removed from the Property at Owners expense, and shall be subject the Owner to a Special Owner Assessment without the necessity of vote by the Members, as defined in the Master Declaration.

2.16 Antennas.

Except with the consent of the Architectural Control Committee, no ham radio antennae, citizens band antennae, or large satellite dishes (greater than three feet in diameter) will be allowed on a Lot.

2.17 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 the neighborhood. Nothing in this Section prohibits a builder's temporary use of a Residence as a sales office until the builder's last

Residence on the Property is sold. Nothing in this Section prohibits an Owners use of a Residence 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 Streets or interfere with adjoining Owners' use and enjoyment of Streets, their Residences, and yards.

2.18 Easement Protection.

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

2.19 Signs.

The Architectural Control Committee 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 (i) one sign of not more than six square feet advertising the Property for rent or sale, (ii) signs used by a builder during construction and sales periods, (iii) signs used by Developer 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 has the right to remove any sign, billboard, or other advertising structure that does not comply with this Section and in so doing will not be subject to any liability for trespass or any other liability in connection with such removal.

2.20 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 the equipment such as clothes drying equipment, yard equipment, and storage piles.

2.21 No Fires.

Except within fireplaces in the Residence and except for outdoor cooking, no burning of anything is permitted anywhere on the Property.

2.22 No Firearms.

No firearms, air guns, or bow and arrows may be discharged on the Property.

2.23 No Hunting.

No hunting or trapping is allowed on the Property.

2.24 Prohibited Use of Vehicles.

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

- 2.25 All Terrain Recreational Vehicles.
No motorized dirt bikes, 3-wheelers, 4-wheelers, or similar all terrain recreational vehicles may be operated on the Property. Motorcycles and similar vehicles designed solely for highway use may be operated for ingress and egress to the Property.
- 2.26 Re-subdivision.
No Lot may be subdivided.
- 2.27 Composite Building Site.
Any Owner of one or more adjoining Lots may, with the Architectural Control Committee's prior approval, consolidate such Lots into a single Building Site. The side Lot setback for such Building Site will be measured from the exterior of the combined Lots. The combined Lots will remain separate Lots for all purposes such as voting and assessments.
- 2.28 Accessory Buildings.
Accessory Buildings may not be used at any time to live in except for a guest house which is constructed simultaneous or subsequent to the construction of the Residence.
- 2.29 Outdoor Parties.
Disruptive parties and disruptive congregations of people on any Lot or the Greenway are prohibited.
- 2.30 Outdoor Lighting and Outdoor Speakers.
No bright outdoor lighting or loud outdoor speakers will be permitted on any Lot. Unless approved by the Architectural Control Committee, there may be no outdoor lighting or outdoor speakers.

Article 3

Construction Procedures

- 3.0 Utilities.
All utilities must be installed underground except as approved by the Architectural Control Committee.
- 3.1 Building Height.
No Residence may be higher than 35 feet unless approved by the Architectural Control Committee. The approval of the height of all Accessory Buildings must be obtained from the Architectural Control Committee.
- 3.2 Building Materials.

All structures on a Lot must be constructed on the Building Site. 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 upon which the improvements are to be erected. Construction and use of materials must progress without undue delay.

3.3 Completion of Residences.

Construction of all Residences must be completed within 12 months from the date construction is commenced unless extended by the Architectural Control Committee.

3.4 Completion of Accessory Buildings.

Construction of all Accessory Buildings must be completed within 120 days from the date of construction is commenced unless extended by the Architectural Control Committee.

3.5 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. Unless otherwise approved by the Architectural Control Committee, all garages and Accessory Buildings must open at a 90_ angle or more away from the Street.

3.6 Drainage.

Before any driveway or access is constructed on a Lot, a concrete approach must be constructed between the Street 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 Streets and Lots. The concrete approach must be in a form and size approved by the Architectural Control Committee.

3.7 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 the street to the Residence must have an all weather surface approved by the Architectural Control Committee.

3.8 Minimum Floor Area.

The total air conditioned living area of the Residence on each Building Site, as measured to the outside of exterior walls but exclusive of open porches, garages, patios, and basements, must be at least 2,500 square feet for Lots 12 through 17 inclusive, and Lots 25 through 38 inclusive, of Block 2, Spring Lake Unit No. 1,

and 2,000 square feet for all other Residences, but if two stories, there must be at least 1,500 square feet on the ground floor exclusive of open porches, garages, patios and basements. All split-level Residences must have the number of square feet on each level of the Residence as required by the Architectural Control Committee.

3.9 Size of Accessory Buildings.

The total square footage area of all Accessory Buildings may not exceed in the aggregate 50.0% of the size of the Residence constructed on the Lot without approval of the Architectural Control Committee.

3.10 New Materials.

All building materials must be new; however, used brick is acceptable.

3.11 Exterior Walls.

Unless otherwise approved by the Architectural Control Committee, the exterior walls of the Residence constructed on a Lot, including but not limited to chimney flues, must be at least 70% brick, brick veneer, stone, stone veneer, or other masonry material, stucco, or synthetic stucco as approved by the Architectural Control Committee. The color of all such materials, paint, or trim visible on the exterior of a residence is subject to the approval of the Architectural Control Committee.

3.12 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 Streets or the Greenway. The screen for the HVAC Systems must be constructed with material and in a size, height, and design approved by the Architectural Control Committee. 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 where they are visible from any Streets or the Greenway unless approved by the Architectural Control Committee. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Residence or Accessory Building or at any other location where it is visible from any Streets or the Greenway.

3.13 Fences.

All Fences must be constructed at locations, with material, and in a size, height, and design approved by the Architectural Control Committee. A fence enclosing or partially enclosing a Building Site may not be constructed before the construction of the Residence on the Lot. No fencing may be placed on any Natural Area unless approved by the Architectural Control Committee.

3.14 Setback Restrictions.

Unless approved by the Architectural Control Committee because of the terrain of the Lot, (i) the Residence and all Accessory Buildings on any Lot must be set back 65 feet from the front Lot line, (ii) the Residence and all Accessory Buildings on any Lot must be set back from the side Lot line at least 25 feet, and (iii) the Residence and all Accessory Buildings on any Lot must be set back 65 feet from the back Lot line.

3.15 Roofs.

Unless approved by the Architectural Control Committee, no roof will have less than 6 in 12 roof slope or more than 12 in 12 roof slope. No wood roofs or single tab composition roofs will be allowed on any Lot. The Architectural Control Committee has the right to approve the color of all roofing materials. Unless otherwise approved by the Architectural Control Committee, all roofs must be either:

- (1) laminated shingles with at least a 30-year warranty by the manufacturer;
- (2) cement, clay, or plastic tiles; or,
- (3) metal roofing material, but galvanized corrugated roofing is not acceptable.

3.16 Materials for Accessory Buildings.

On all Accessory Buildings the exterior walls facing Streets and the Greenway must be constructed out of the same exterior walls of the Residence unless approved by the Architectural Control Committee. The design of the Accessory Buildings must conform to the design of the Residence.

3.17 Irrigation System.

Before a Residence may be occupied or used, the Owner must install an automatic irrigation system in the Landscaped Area of the Lot so it is adequately irrigated.

3.18 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.

3.19 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 the Approved Containers furnished by the builder to prevent trash from blowing off 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 Architectural Control Committee may impose a fine on the builder or Owner for each violation of this provision. The fine for the first violation will be \$25.00. The fine for each subsequent violation will

be \$100.00. The Architectural Control Committee may hire a third party to collect and control the trash and pay the cost arising therefrom. If the builder or Owner fails to pay the fines and costs upon demand, the fines and costs will become a Special Owner Assessment as provided in Section 4.4 of the Master Declaration without necessity for a vote by the Members, and the Owner must pay the fines and costs.

3.20 Building Code.

The construction of all residences and Accessory Buildings must comply with all applicable building codes in force from time to time in the City of Canyon, Texas, except for the drilling and completion of water wells and construction of septic systems which must comply with all applicable laws and regulations.

3.21 Street Signs.

The size, design, and materials of the standard address sign to be used for all Lots must comply within the requirements of the Architectural Control Committee.

3.22 Mail Boxes.

Mail Boxes to be used for all Lots must be a standard size and design. Materials used to construct the Mail Boxes must be constructed out of the same material used on the exterior walls of the Residence, unless approved by the Architectural Control Committee.

Article 4

Architectural Control

4.0 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 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 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 Architectural Control Committee will consider only the general appearance of the proposed building as can be determined from the exterior elevations on submitted plans.

4.1 Plan Submittal.

A complete copy of the Building Plan must be submitted in duplicate to Architectural Control Committee or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery to the Architectural Control Committee, 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 re-roofing. 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 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 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 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, any future submittal of the Building Plan will require a submission fee of \$100.00 for the Architectural Control Committee to consider the Building Plan.

4.3 Approval Procedures.

When the Building Plan is approved by 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 twenty-one (21) days after the 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 will use its best efforts to promote and insure a high level of the architectural design, quality, harmony, taste, and conformity throughout the Property consistent with this Declaration. The Architectural Control Committee will have the 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 will 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, the Architectural Control Committee must appoint an architect, and the two appointed architects must, within 10 days of their appointment, select a third architect. The three architects must (i) have been licensed as an architect under the laws of the State of Texas for more than 10 years, (ii) have practiced architectural drafting of residential house plans for at least three years, and (iii) not have prepared the Building Plan. The architects 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 appointed by that party and the losing party must pay the fees of the other two architects. If the Architectural Control Committee is the prevailing party, then the Owner will pay the legal fees incurred by the Architectural Control Committee or the Master Association

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 judgement, 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 variance. The Architectural Control Committee may require an Owner to pay the Master Association a fee in an amount solely determined by the Architectural Control Committee for granting a request for a variance.

4.8 Liability of the Architectural Control Committee.

The Architectural Control Committee and its members, partners, officers, directors, agents, employees, shareholders, and attorneys of the Architectural Control Committee have no liability for their decisions so long as such decision 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 Architectural Control Committee has no obligation to check for errors in or omissions from the Building Plan or 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 Landscaping Requirements.

Unless otherwise approved by the Architectural Control Committee, 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 Architectural Control Committee.

5.1 Minimum Landscaping.

It is Declarant's desire that the native and natural grasses, flora, trees, and plants on each Lot remain undisturbed except as required for the actual location of the Residence, Accessory Building, driveways, and sidewalks. New landscaping may be planted only on the Landscaped Area. Native plants and landscaping may be planted along driveways as approved by the Architectural Control Committee.

5.2 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;
- (l) Red Haw;
- (j) Hackberry;
- (k) Soapberry;
- (l) Lacebark Elm;
- (m) Red Oak;
- (n) Pinon Pine;
- (o) Sumac - Native;
- (p) Mesquite;
- (q) Russian Olive; and
- (r) other trees approved by the Architectural Control Committee.

5.3 Tree Measurements.

The Approved Trees must be of at least 3-inch caliper for single trunk as measured at a point six inches about the root ball and 6-inch caliper for multi-trunk configurations as measured at a point six inches above the root ball. Multi-trunked trees must be calipered by taking the diameter of the largest truck 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 seven 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.

5.4 Tree Location.

The Owner of each Lot must plant at least four Approved Trees in the Landscaped Area. The Owner of each Lot is allowed to plant a reasonable number of Approved Trees outside the Landscaped Area.

5.5 Completion of Landscaping.

Landscape Requirements must be completed with 180 days after the first to occur of (i) substantial completion of the Residence or (ii) occupancy of the Residence.

5.6 Maintenance of Landscaping.

Each Owner must maintain their 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 but will not be limited to responsibility for:

- (a) replacing dead or damaged trees with live Approved Trees;
- (b) watering and fertilizing all landscaping within the Landscaped Area;
- (c) pruning all trees on Owner's Lot;
- (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 kept mowed at regular intervals to maintain the Landscaped Area in a neat and attractive manner. Owners of all Lots 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 Architectural Control Committee or the Master Association, or their assigns may, at their option, replant trees and have the grass, weeds, and vegetation mowed as often as necessary in its judgement, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work. This provision may be enforced as a Special Owner Assessment as provided in Section 4.4 of the Master Declaration without the necessity of a vote by the Members.

5.7 Maintenance of Natural Area.

The Natural Area must remain in its natural state as much as reasonably possible; however, the Board of Directors of the Master Association may require Owners to mow the Natural Area on their Lot to maintain good fire prevention procedures. This provision may be enforced as a Special Owner Assessment as provided in Section 4.4 of the Master Declaration without necessity of a vote by the Members.

Article 6

General Provisions

6.0 Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. In addition, a 20 foot Easement is reserved for a water line and a 30 foot Easement is reserved for a Transwestern gas pipeline as shown on the Plat. Easements are reserved across all Lots as necessary for the installation, replacement, operation, maintenance, removal, and ownership of utility service lines from the Lot lines to the Residences. A 20 foot easement is reserved along all Lot lines for the purpose of installation, replacement, maintenance, repair, removal, and ownership of the public utility service lines serving the Property, including but not limited to lighting for the streets, lighting for the lake, and supplying electricity to lake amenities.

6.1 Recorded Plat.

All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referenced to therein or not.

6.2 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.

Upon failure of any Owner to maintain any Lot as required above, the Architectural Control Committee or the Master Association, or their assigns may, at their option, maintain the exterior of the Residence as often as necessary in its judgement, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work. This provision may be enforced as a Special Owner Assessment as provided in Section 4.4 of the Master Declaration without the necessity of a vote by the Members.

6.3 Greenway.

The Greenway may be used as a park for recreational purposes by the Owners of the Lots. Developer or the Master Association may from time to time promulgate and enforce reasonable rules and regulations for the use of the Greenway. The Greenway is to be used for the quiet enjoyment of the Owners of the Property. Any Owner that damages the Greenway or permits any damage to occur on the Greenway shall be liable for repair costs. If such Owner fails to pay costs of repairs when presented with an itemized statement, the repair costs may be collected as a Special Owner Assessment as provided in Section 4.4 of the Master Declaration without necessity of a vote by the Members. Declarant will not be liable to any Owner, guest or invitee for any act or omission (even if the act or omission constitutes negligence) unless the act or omission constitutes willful misconduct or bad faith in regard to the Greenway.

6.4 Abatement and Enjoinment of Violations by Owners. The breach of any provisions of the Declaration will give the Declarant or the Board or its agents the right, in addition to any other rights set forth in the Master Declaration:

- (a) to enter the Lot in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing, or condition that may exist contrary to the intent and meaning of the Declaration, and the Declarant or the Board or its agents will not be deemed guilty in any manner of trespass; and to expel, remove, and put out, using such force as may be necessary in so doing without being liable to prosecution or any damages therefor; and,
- (b) to enjoin, abate, or remedy by appropriate legal proceedings the continuance of any breach.

6.5 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 party 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.

6.6 Term.

This Declaration will run with and bind title to the Property and will remain in full force and effect for 30 years after the 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 6.10.

6.7 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 judgements to 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.

6.8 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. The conditions, covenants, restrictions, and agreements herein 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 Section 1.21. 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.

6.9 Enforcement.

Declarant, the Master Association, 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. 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. Failure by any Owner or Declarant to enforce this Declaration will not be deemed a waiver of the right to do so thereafter.

6.10 Addresses.

Any notices or correspondence to an Owner of a Lot must be addressed to the street of the Lot. Any notice or plan submission to Declarant or the Architectural Control Committee must be made to the following address:

High Country Properties, Inc..
#1 Hunsley Hills Boulevard
Canyon, Texas 79015

Declarant or the Architectural Control Committee may change its address for notice and plan submission by recording in the Deed of Records of Randall County, Texas, a notice of change of address.

6.11 Amendment.

At any time, the Owners of fee simple title to 51.0% of the Lots and the Lots included in all additional Property subjected to the Master Declaration (as shown by the Randall County Deed of Records) may amend the covenants, conditions, and restrictions set forth

by recording an instrument containing such amendment, 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.

6.12 Assignability.

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

6.13 Joinder of Lienholder.

First American Bank, SSB and Mike D. Downing, Independent Executor of the Estate of Betty S. Downing and Co-Trustee of the Betty S. Downing Estate Trust, and Nancy Downing Stone, Independent Executor of the Estate of Neil Hunt Downing and Co-Trustee of the Betty S. Downing Estate Trust are the Lienholders on the Property (the "Lienholder"). Each Lienholder joins in the execution of this Declaration to subordinate its lien to this Declaration.

6.14 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.

6.15 Indemnification.

To the fullest extent permitted by applicable law, each Owner shall indemnify, protect, and defend the Developer, the Board of Directors of the Master Association, other members of the Master Association, their officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively the "Indemnitee") 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 Indemnitee 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 by the negligence or willful misconduct of an Indemnitee.

6.16 Limitation of Liability.

Developer 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 Developer.

6.17 Time of Essence.

Time is of the essence.

6.18 Gender.

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

6.19 Disclaimers.

Owner, by the purchase of any Lot, acknowledges Owner has had an adequate opportunity to make such legal, factual, and other inquiries and investigations, including actual physical investigations, as it deems necessary, desirable, or appropriate with respect to Owner's Lot. Those inquiries and investigations of Owner have included, but were not limited to, the physical components of all portions of the Owner's Lot, the conditions of the Owner's Lot, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Owner's Lot is located, and the value and marketability of Owner's Lot.

Owner, by its purchase of any Lot, accepts his/her Lot in its physical condition as of the date of purchase, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Declarant in the event of discovery of any defects of any kind, latent or patent. Owner acknowledges and agrees that Declarant has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the property or any portion thereof, and (i) DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF ANY LOT, AND (ii) DECLARANT HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Further, Declarant does not warrant, guarantee or promise that the Greenway, specifically the lake, will be maintained at optimal water levels or will never flood any Lots or pedestrian walkways described in the Plat. The water level of the lake is dependent on multiple factors including but not limited to: the weather and the ability to use ground water. Declarant does not warrant, guarantee or promise that the pedestrian walkway described in the Plat will be installed, be maintained, or function as a pedestrian walkway.

Dated the _____ day of July, 2003.

DECLARANT:

High Country Properties, Inc., a Texas Corporation

Jonathan R. Lair, President

STATE OF TEXAS §

§

COUNTY OF RANDALL §

This instrument was acknowledged before me the ____ day of July, 2003, by Jonathan R. Lair, President of High Country Properties, Inc., a Texas corporation, on its behalf.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Burdett, Morgan & Thomas, L.L.P.
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Amarillo, Texas 79119