



PALO DURO CANYON ESTATES UNIT NO. 1

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

RECITALS

A. MARSHAL ESTATES, LTD., a Texas limited partnership, herein Declarant, is the Owner of the following described property:

A 51.783 ACRE TRACT OF LAND SITUATED IN SECTION 123, BLOCK 6, I&GN RAILROAD SURVEY, RANDALL COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2 INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 123; THENCE S 45°07'36" W (BASE BEARING ESTABLISHED BY GPS OBSERVATION), ALONG THE DIAGONAL LINE BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 123, 837.35 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET MARKING THE SOUTHEAST AND BEGINNING CORNER OF THIS TRACT;

THENCE S 45°07'36" W, 1052.57 FEET TO A POINT ON SAID DIAGONAL LINE;

THENCE N 45°38'33" W, 535.22 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 78°54'01" W, 362.10 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 54°54'24" E, 93.98 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 13°19'46" E, 94.43 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 00°03'10" E, 229.87 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 64°59'00" W, 50.00 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 69°49'56" W, 267.24 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 32°03'35" W, 185.75 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 65°17'46" W, 192.35 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 32°45'27" W, 205.52 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 89°56'06" E, 144.43 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 15°31'29" E, 201.72 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 64°33'23" W, 314.74 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 88°04'12" W, 222.44 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 44°32'55" W, 381.79 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 67°58'57" W, 113.05 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 83°25'24" W, 111.97 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 67°09'46" W, 93.28 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 74°44'21" W, 43.09 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 15°15'39" E, 920.49 FEET TO A ½ INCH REBAR SET IN THE NORTH RIGHT-OF-WAY LINE OF AN EXISTING 30 FOOT ROADWAY EASEMENT RECORDED IN VOLUME 883, PAGE 186 OF THE DEED RECORDS OF RANDALL COUNTY, TEXAS;

THENCE N 57°04'12" W, 120.00 FEET ALONG SAID 30 FOOT ROADWAY EASEMENT TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 15°15'39" W, 1310.25 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 87°45'45" W, 807.89 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET IN THE EAST LINE OF SAID 30 FOOT ROADWAY EASEMENT;

THENCE N 01°03'59" W, 80.02 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROADWAY EASEMENT TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 87°45'45" E, 1326.51 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 36°52'03" E, 242.32 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 87°12'25" E, 2404.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 73°19'35" E, 60.00 FEET;

THENCE ALONG SAID CURVE THRU A CENTRAL ANGLE OF 250°32'00" AN ARC DISTANCE OF 262.35 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE N 87°12'25" E, 59.69 FEET TO A ½ INCH REBAR WITH CAP STAMPED "HH" SET;

THENCE S 02°49'04" E, 94.02 FEET TO THE PLACE OF BEGINNING.

B. Declarant intends for the Property to be developed as a single-family residential subdivision with private streets. 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 MARSHALL ESTATES, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF MARSHALL ESTATES MASTER ASSOCIATION AND BECOMES OBLIGATED TO PAY ASSESSMENTS TO MARSHALL ESTATES ASSOCIATION (*IN ADDITION TO THOSE REQUIRED UNDER THIS DECLARATION*). EACH OWNER'S ATTENTION IS DIRECTED TO THE MASTER DECLARATION FOR MARSHALL ESTATES FOR THE SPECIFIC TERMS APPLICABLE TO AN OWNER PURSUANT TO THE MASTER DECLARATION FOR MARSHALL ESTATES.

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.

Article 1

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 **Architectural Control Committee**
means 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.

1.3 **The Association**

means the The Palo Duro Canyon Estates Homeowner's Association, a Texas non-profit corporation formed for the purpose of maintaining the grounds, streets and common areas within the subdivision.

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, the Streets, any gatehouses, entry monitoring devices, and other areas designated on the Plat as "Common Areas" by Developer.

1.7 **Declarant**

means Marshall Estates, Ltd., a Texas limited partnership, 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 of Lots for Marshall Estates 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 the property designated as "Greenway" on the Plat.

The word Greenway will also include other tracts of land contiguous to the Property that Developer may acquire in the future and designate as a Greenway. Developer and Developer'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.

- 1.11 **Landscaped Area**
means an area which may be plant ed 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 the Accessory Buildings.
- 1.12 **Landscape Requirements**
has the meaning set forth in Section 5.0.
- 1.13 **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.
- 1.14 **Natural Area**
means all of the Lot except the Building Site and the Landscaped Area.
- 1.15 **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.
- 1.16 **Person**
means any natural person, corporation, limited liability company, partnership, limited liability partnership, limited partnership, trust or other legal entity.
- 1.17 **Plans**
means the final construction plans and specifications (including a related site plan) of any Residential Dwelling, building or Improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.
- 1.18 **Plats**
mean all Plats (each "**a Plat**" and collectively "**Plats**") of any portion of the Property.
- 1.19 **Residence**
means one detached single-family house.
- 1.20 **Rim**
means the canyon rim as shown on the Plat.

1.21 Streets

mean the ingress and egress easements designated on the Plats 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.

2.1 Use of Garages

No garage may be converted to living space or used in any manner to preclude the parking of two 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 front on 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.

2.4 Electric/Barbed Wire/Vinyl/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 or vinyl fences will be allowed on the Property.

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.

2.6 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 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

All fences must be approved by the Architectural Control Committee.

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 must be constructed of the same material and architectural design as the main house, and 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 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 in the driveway where visible from the Streets or Greenway.

2.12 **Hazardous Materials**

No vehicles or 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 a Lot that interfere with the quietude, health, or safety of the community. No more than a total of four dogs and/or cats will be permitted on a Lot. 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. 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. 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 from the Property at Owner's expense.

- 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 Owner's use of a Residence for quiet, inoffensive activities such as home office, tutoring, or giving music or art lessons so long as such activities 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 without Declarant's consent.
- 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 other all terrain recreational vehicles may be operated on the Property.
- 2.26 **Resubdivision**
No Lot may be subdivided except Lots 7 and 8.
- 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 as living quarters.
- 2.29 **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 30 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. Unless approved by the Architectural Control Committee, 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 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.
- 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 must extend from the garage doors at least 20 feet and must be the full width of the doors entering into the garage. 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 the exterior walls but exclusive of open porches, garages, patios, and basements, must be at least 2,000 square feet, 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 Residences 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 150 square feet.

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 90.0% brick, brick veneer, stone, stone veneer, or other masonry material, stucco, or synthetic stucco as approved by 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.

3.14 Setback Restrictions

Unless approved by the Architectural Control Committee because of the terrain of a Lot, (i) no Residence may be located on any Lot nearer to the front Lot line than 20 feet, (ii) the Residence and all Accessory Buildings on a Lot must set back from the side Lot line at least 15 feet, and (iii) on corner Lots, no building may be erected on the side Lot line nearer to the Street than 15 feet.

3.15 **Roofs**

Unless approved by the Architectural Control Committee, no roof will have less than 4 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:

- (a) laminated shingles with at least a 30-year warranty by the manufacturer;
- (b) cement, clay, or plastic tiles; or,
- (c) metal roofing material of a color compatible with surroundings.

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 materials as the 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 **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.

3.18 **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 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 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. Architectural Control Committee may hire a third party to collect and dispose of the trash and pay the costs 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 the necessity for a vote by the Members, and the Owner must pay the fines and costs.

3.19 **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 Amarillo, Texas, except for the drilling and completion of water wells and construction of septic systems which must comply with all applicable laws and regulations.

3.20 Street Signs

The size, design, and materials of the standard address sign to be used for all Lots must comply with the requirements of 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, reroofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans and specifications, and a plot plan (collectively the "Building Plan") have been submitted to and approved 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 the 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 of reroofing. The Building Plan must - if at all possible - show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used 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 the information required in Section 4.1 at the first submittal, the remaining information must be submitted to the Architectural Control Committee within 45 days after the date of the first submittal. If all the information required in Section 4.1 is not included in the Building Plan submitted to the Architectural

Control Committee the second time, no future submittal of the Building Plan will be considered or approved unless the Person submitting the Building Plan pays the Architectural Control Committee a submission fee of \$250.00.

4.3 **Approval Procedure**

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 15 days after the date of submission of all information required, written approval of the proposal will not be required, and compliance with this Article 4 will be deemed to have been completed. In case of a dispute about whether the Architectural Control Committee responded within the required time period, the Person submitting the Building Plan will have the burden of establishing the date the Architectural Control Committee received it.

4.4 **Standards**

The Architectural Control Committee will use its best efforts to promote and insure a high level of architectural design, quality, harmony, taste, and conformity throughout the Property consistent with this Declaration. The Architectural Control Committee will have sole discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the Architectural Control Committee is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar, or irregular structures on the Property. The Architectural Control Committee, from time to time, may publish and promulgate bulletins regarding architectural standards which 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 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 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 members of the arbitration board will be final and binding upon the Owner and the Architectural Control Committee. The prevailing party must pay the fee for the architect appointed by that party and the losing party must pay the fees of the other two architects.

4.7 Deviation

The Architectural Control Committee may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Declaration or its rules and regulations relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the Architectural Control Committee's sole judgment, such modifications and deviations will be in harmony with existing structures and will not, materially detract from the aesthetic appearance of the Property and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for a variance. The Architectural Control Committee may require an Owner to pay the 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 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 Architectural Control Committee has no obligation to check for errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of this Declaration, State or Federal statutes or the common law, setback for Lot lines, easements, or any other matters.

Article 5

Landscaping

5.0 Minimum Landscaping

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

5.1 Preservation of Native Grass

Any portion of the Natural Area that is damaged or destroyed during construction or otherwise must be replanted with native grass.

5.2 No Obstruction of View

All landscaping, including the planting and placement of trees, bushes and other vegetation, will be done in a manner that does not obstruct the view from other residences.

5.3 Maintenance of Landscaping

Grass and weeds on each Lot must be kept mowed at regular intervals to maintain the property in a neat and attractive manner. Owners of all Lots must not permit weeds or grass to grow more than four inches high. Upon failure of any Owner to maintain any Lot as required, the Architectural Control Committee or the Master Association, or their assigns may, at their option, 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. 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.

5.4 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 the 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. 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 10-foot easement is reserved along all Lot lines for the purpose of installation, replacement, maintenance, repair, removal, and ownership of public utility service lines serving the Property.

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 referred 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 restain 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.

6.3 Mortgages

The breach of any provision hereof will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot or any part thereof encumbered by such mortgage or deed of trust, but the provisions will be binding as to Lots acquired by foreclosure, trustee's sale, or otherwise, only as to any breach occurring after such acquisition of title.

6.4 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 6.10.

6.5 **Severability**

If any condition, covenant, or restriction herein contained is invalid - which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction - such invalidity will not affect any other condition, covenant, or restriction, each of which will remain in full force and effect.

6.6 **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.

6.7 **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.

6.8 **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 Architectural Control Committee must be made at the following address:

Marshall Estates, Ltd.
5916 Campus Dr.
Amarillo, TX 79109

Declarant or the Architectural Control Committee 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.

6.9 **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 Records) may amend the covenants, conditions, and restrictions set forth herein 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.

6.10 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.

6.11 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.

6.12 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 caused by the negligence or willful misconduct of an indemnitee.

6.13 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.

6.14 Time of Essence

Time is of the essence.

6.15 Gender

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

Article 7

Fire or Casualty: Rebuilding

7.1 Rebuilding

In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling located thereon, the Owner of such damaged or destroyed Lot or Residential Dwelling shall, within three (3) months after such fire or causality, contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential Dwelling to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling, to the end that the Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling shall be razed and the Lot restored as nearly as possible to its original condition within four (4) months of its damage or destruction.

7.2 Payment of Insurance Proceeds

All insurance proceeds or other funds received by The Association pursuant to these Restrictions as a result of fire or other casualty loss to the Common Areas shall be applied toward the cost of repair, restoration or rebuilding of the damaged Common Areas. Any funds remaining after the repair, restoration or rebuilding of such damaged Common Areas shall be retained by The Association as part of the Maintenance Fund.

Article 8

Amendment to Declaration and Duration of Restrictions

8.1 Amendment by Declarant

Notwithstanding anything to the contrary contained in these Restrictions, the Declarant or Declarant's successor shall have and hereby reserves the right at any time, without joinder or consent of any other party or entity, to amend these Restrictions by an instrument in writing duly signed, acknowledged and filed for record in the office of the County Clerk of Randall County, Texas. Such right to amend the Declaration without the consent of any other party or entity shall cease upon the date that Declarant is no longer the record owner of at least twenty percent (20%) of the Lots within the Subdivision.

8.2 Amendment by the Association

Except as otherwise provided by law and by Section 8.1, the provisions of this Declaration may be amended by an instrument in writing signed by the Secretary of The Association certifying that members having not less than two-thirds (2/3) of the

total votes in The Association have voted in favor of such amendment and setting forth the amendments. Such instrument shall be signed by members having not less than two-thirds (2/3) of the total votes in The Association and shall be filed in the office of the County Clerk of Randall County, Texas.

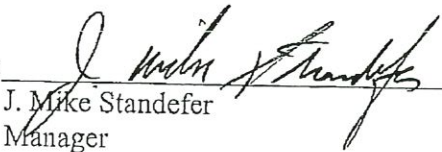
8.3 Duration

These Restrictions shall remain in full force and effect until January 1, 2031, and shall be extended automatically for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2031, or on the commencement of any successive ten year period by filing for record in the office of the County Clerk of Randall County, Texas, an instrument in writing and signed by members having not less than two-thirds (2/3) of the total votes in The Association.


Dated the 13th day of April, 2006.


MARSHALL ESTATES. LTD.

By: SSD Management LC, General Partner

By: 
J. Mike Standefer
Its: Manager


J. MIKE STANDEFER


MACK A. DICK


BETTY R. SAMOTA

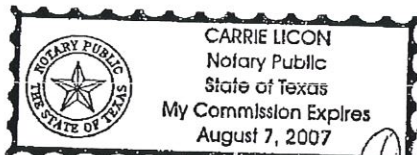
Dr. George G. McCormack
DR. GEORGE G. McCORMACK

Esther M. McCormack
ESTHER M. McCORMACK

STATE OF TEXAS

COUNTY OF Randall

This instrument was acknowledged before me on the 13th day of April, 2006, by J. MIKE STANDEFER, Individually, and as Manager of SSD Management LC, General Partner, of MARSHALL ESTATES. LTD., a Texas Limited Partnership, on behalf of said partnership.



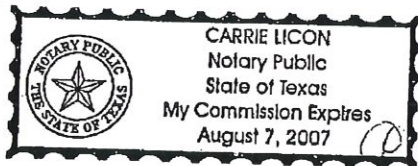
Carrie Licon
Notary Public, State of Texas

My Commission Expires: August 7 2007

STATE OF TEXAS

COUNTY OF Randall

This instrument was acknowledged before me on the 13th day of April, 2006, by MACK A. DICK.



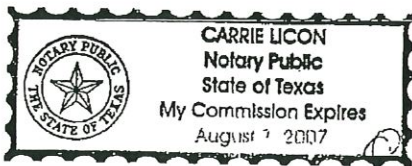
Carrie Licon
Notary Public, State of Texas

My Commission Expires: August 7 2007

STATE OF TEXAS

COUNTY OF Randall

This instrument was acknowledged before me on the 13th day of April, 2006, by
BETTY R. SAMOTA.



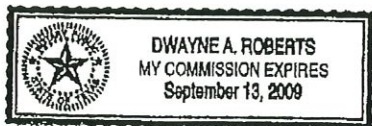
Carrie Licon
Notary Public, State of Texas

My Commission Expires: August 7, 2007

STATE OF TEXAS

COUNTY OF Randall

This instrument was acknowledged before me on the 18 day of April, 2006, by
DR. GEORGE G. McCORMACK.



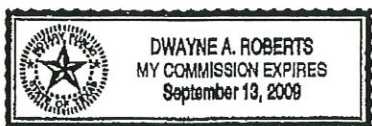
Dwayne A. Roberts
Notary Public, State of Texas

My Commission Expires: 9-13-09

STATE OF TEXAS

COUNTY OF Randall

This instrument was acknowledged before me on the 18 day of April, by
ESTHER M. McCORMACK.



Dwayne A. Roberts
Notary Public, State of Texas

My Commission Expires: 9-13-09

BY MIKE STANDERER
5916 CAMPUS
Amarillo, TX 79109

