Recitals

A. **CHRISWAY HOLDINGS, LLC**, a Texas limited liability company (Developer), is the owner of the following described property (the Property):

Lots 2 through 49, both inclusive, in Block 1, and Lots 4 through 29, both inclusive, Block 2, Mid-Country Estates Unit No. 1, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2018004115.

B. Developer intends for the Property to be developed as a single-family residential subdivision. Developer declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions herein which:

1. are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness, and desirability of lots within the Property;
2. run with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof; and,
3. inure to the benefit of each owner of the Property.

Declaration

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

**Article 1**

**Restrictions on Use of Lots**

1.1 **Residential Use.** All lots shall be used for single family residential purposes.

1.2 **Restrictions on Resubdivision.** No lot may be subdivided.

1.3 **Composite Building Site.** Any owner of one or more adjoining lots may consolidate such lots into a single building site. Owners of three adjoining lots may consolidate such lots into one or two separate building sites. The side lot setback for such building site will be measured from the exterior of the combined lots.
1.4 Temporary Structures. No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any lot except: (i) children's playhouses and dog houses which may be placed on a lot only behind the house; (ii) buildings for storage of lawn maintenance equipment may be placed on a lot only behind the house; and (iii) a builder or contractor may have a temporary construction trailer on a lot during construction on that lot.

1.5 New Construction. No prefabricated structure or any type of building may be moved onto a lot and all structures on a lot must be constructed on the building site, except for new pre-built buildings such as "Morgan" storage sheds and barns and other new pre-built buildings for nonresidential purposes which may only be placed on the lot after completion of construction of the primary residence.

1.6 Septic Systems. Except as provided in Section 2.8 below, no open cesspools, outside toilets, or privies will ever be permitted to be erected, constructed, or maintained upon any lot. Metal, concrete, or manufactured septic tanks with adequate subterranean field tile according to all applicable county and regulatory requirements and standards must be installed to service each residence. The septic system must be constructed so that there is no damage to the underground water.

1.7 Commercial Vehicles. Commercial vehicles shall not be parked overnight in front of residences or on any public road except for temporary deliveries.

1.8 Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in the street or in any driveway or front yard of any residence on the Property, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any residence if it is highly visible from the street. No such vehicle or equipment may be used as a residence or office temporarily or permanently. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a residence 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 or in front of the primary residence where visible from the street.

1.9 Prohibited Animals. No Rottweilers, Pit Bulldogs, swine, bees, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, or any other similar animal may be raised, bred, or kept on any lot. Animals are not to be raised, bred, or kept for commercial purposes. No pet may be kept on a lot that interferes with the quietude, health, or safety of the community.

1.10 Outdoor Pets. No more than two outdoor pets will be permitted on each lot. Pets must be restrained or confined on the back of the lot inside a fenced area or within the residence unless the pet is properly supervised and leashed and does not create a threat or a nuisance. It is the pet owner's responsibility to keep the lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep the dogs from excessive barking so as not to disturb other lot owners. All pets must be properly supervised.

1.11 Uncontrolled Animals. If an owner violates the provisions of Section 1.9 or 1.10 above (e.g., failing to control barking dogs) Developer or any other owner may recover from the
violating owner reasonable attorney's fees and court costs incurred in enforcing the provisions of Sections 1.9 and 1.10 above.

1.12 Trash Containers. The owner of each lot must contract with a commercial trash removal company. All trash containers must be kept in either the garage or next to the house shielded from any street and only visible to the street when the trash is removed from a lot.

1.13 Junk/Trash. No lot may be used as a dumping ground for junk, dead tree limbs, rubbish, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, and discarded appliances and furniture. Trash, garbage, and other waste may not be kept on any lot. If trash, garbage, waste, or debris will not fit into trash containers, it must be temporarily contained out of sight from public view until it fits into trash containers or is completely removed from the lot and not stored on any portion of the lot.

1.14 Prohibited Activities. No lot or improvement may be used for retail or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this Section 1.14 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 street or interfere with other owners' use of streets and the enjoyment of their residences and yards.

1.15 Motorcycles. No motorcycles, all terrain vehicles, or other motor may be operated on any lot which unreasonably interferes with the use and quiet enjoyment of owners of their homes and lots.

1.16 Signs. No sign of any kind may be displayed to the public view on any lot except (i) one sign of not more than twelve square feet advertising the residence 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. Political signs shall not exceed nine square feet and may not be displayed for more than 30 days before a national, state, or local election day. Political signs must be removed within two days after such election.

1.17 No Fires. Except within fireplaces in the residence and except for outdoor cooking on appropriate outdoor cooking equipment, no burning of anything is permitted on any lot.

1.18 Fireworks. Discharge or use of fireworks on the Property is prohibited.

1.19 Firearms. No firearms may be discharged on any of the Property except in self-defense and use of a shotgun for the control of varmints and predator animals.

Article 2

Construction Procedures

2.1 Minimum Floor Area. The total air-conditioned living area of the residence as measured to the outside of the exterior walls but exclusive of porches, garages, patios, basements, and detached buildings must be at least 1,600 square feet, but if the residence is two stories, there must be at least 1,200 square feet on the ground floor.
2.2 Setback Requirements. The placement of all buildings on a lot must be constructed so as to comply with this section. All outbuildings and other structures must be constructed behind the primary residence. The primary residence must be setback at least 50 feet from the front property line. The primary residence and all outbuildings must have setbacks as follows:

(a) side property line except on a public street – 15 foot minimum;
(b) rear property line – 15 foot minimum; and,
(c) side property line on public street – 10 foot minimum.

2.3 Ground Elevation. All structures must be a minimum of 18 inches above natural ground.

2.4 Single Family. No more than one single family residence may be constructed on any lot; however, "mother-in-law" or "servants" quarters are permitted to be constructed in addition to the primary single-family residence. Such secondary dwelling will not count toward the minimum footage for the primary residence. Such secondary dwelling must conform to the other building restrictions set forth herein except for the minimum square footage.

2.5 Exterior Walls. Every primary residence and garage must be of such construction that 65.0% of the exterior walls shall be of masonry-stucco, rock, or brick construction, which brick, rock, or masonry-stucco shall extend below the finish ground level. Neither exposed concrete blocks or shingle siding shall be used for any part of the exterior wall construction of any residence, garage, or mother-in-law or servant's quarters. All fireplace chimneys shall be of brick, rock, or masonry-stucco construction. There shall be no open eaves.

2.6 Roof Pitch. All roofs must have a minimum pitch of 7 and 12.

2.7 Roof Materials. Roof colors must consist of black, charcoal, or other similar dark colors. All roofs having composition shingles must be laminated shingles with at least a 25-year warranty by the manufacturer.

2.8 Portable Sanitary Systems. During construction on any lot, each builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until the construction is completed. The portable sanitary system must be located at the rear of the lot and must be timely serviced and cleaned to prevent odors.

2.9 Construction Debris. During construction on a lot, the builder must put all construction trash which is susceptible to being blown from the construction site in a container to prevent trash from blowing off of the construction site. The container must be emptied periodically so there is always room for the trash. Builders must prevent to the extent possible construction trash from blowing out of the container and off the construction site. Each lot owner is responsible for the control of and the disposal of left-over construction material and construction debris. No construction material or construction debris may be dumped on any of the Property except on the building site and must be periodically removed so that the building site is cleaned of construction material and debris.

2.10 Fences. All fences shall be constructed with quality materials and shall be well maintained at all times.
2.11 Completion of Residence. All primary residences and other structure must be completed within 12 months after construction commences.

2.12 Grass. Upon completion of the residence, the owner must plant grass in the bar ditch of the county right-of-way and maintain the grass in good condition.

2.13 Irrigation System. Upon completion of the residence, the owner must install an automatic irrigation system in that area of the yard which extends the width of the lot to the street. The irrigation system must be installed in such a manner that it will irrigate grass in the bar ditch of the county right-of-way.

2.14 Trees. Within six months after completion of the residence, the owner must plant at least three single trunk trees along a line 20 feet from the street. The trees must be at least three inches caliper as measured at a point 12 inches above the surface of the root ball.

Article 3

Architectural Control

3.1 Authority. No residence, 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 in writing by Developer, but if the exterior color scheme is not being changed from the color scheme previously approved by Developer, it will not be necessary to obtain approval from Developer. Developer may refuse to approve a Building Plan which may, in the reasonable opinion of Developer, adversely affect the enjoyment of owners or the general value of lots. In considering the harmony of external design between existing structures and the Building Plan, Developer will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.

3.2 Plan Submittal. A complete copy of the Building Plan must be submitted in duplicate to Developer or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by Developer or its designee. The Building Plan must be submitted at least 15 days before commencement of staining or painting or commencement of construction of the improvements or reroofing. The Building Plan must—if at all possible—show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used on the exterior. The Building Plan must specify building location on the lot. Samples of proposed construction materials must be delivered promptly to Developer upon request.

3.3 Multiple Submissions of Building Plan. If the Building Plan submitted to Developer does not include all the information required in Section 3.2 at the first submittal, the remaining information must be submitted to Developer within 45 days after the date of the first submittal. If all the information required in Section 3.2 is not included in the Building Plan submitted to Developer the second time, no future submittal of the Building Plan will be considered or approved unless the person submitting the Building Plan pays Developer a nonrefundable submission fee as established by Developer which may not exceed $250.00 per submission.
3.4 **Approval Procedure.** When the Building Plan meets the approval of Developer, Developer 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 Developer, 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 Developer. Any exterior modification of an approved Building Plan must again be submitted to Developer. Developer's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon Developer. If Developer 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 3 will be deemed to have been completed. In case of a dispute about whether Developer responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date Developer received it.

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

3.6 **Rules and Regulations.** Developer 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. Developer may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.

3.7 **Arbitration.** An owner aggrieved by a decision of Developer regarding the owner's lot will have the right to submit Developer's decision to arbitration. To do so, within 15 days following the date of Developer's decision, the owner must give Developer 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 Developer, the owner must appoint an architect or designer, Developer must appoint an architect or designer, and the two appointees must, within 10 days of their appointment, appoint an architect who has been licensed as an architect under the laws of the State of Texas for at least five years. If designers are appointed, they must have practiced architectural drafting of residential house plans for at least five years and neither the architects nor designers may have prepared the Building Plan. The architects and designers will serve as an arbitration board to review the decision of Developer. The decision of two of the arbitration board will be final and binding upon the owner and Developer. The prevailing party must pay the fee of the architect or designer appointed by that party and the losing party must pay the fees of the other two appointees.

3.8 **Architectural Deviation.** Developer may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this document 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 Developer'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. Developer 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.

3.9 **Liability Limitation of Developer.** Developer and the officers, directors, agents, employees, shareholders, and attorneys of Developer have no liability for decisions made by Developer so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Building Plan will be the responsibility of the owner of the lot. Developer 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 document, State or Federal statutes or the common law, setback for lot lines, building lines, easements, or any other matters.

3.10 **Architectural Control Termination.** Developer’s rights and obligations under this Article 3 will automatically terminate 10 years after this document is recorded in the Official Public Records of Randall County, Texas, unless Developer files in the Official Public Records of Randall County, Texas, a notice of extension of the architectural control, but in any extension shall not be more than five years.

**Article 4**

**Landscaping**

4.1 **Maintenance of Landscaping.** The owner of each lot must mow at regular intervals grass, weeds, and vegetation to keep the lot in a neat and attractive condition.

4.2 **Surface Water.** No obstruction, diversion, bridging, or confining of the surface water is allowed on any lot if it causes damage to other lots.

4.3 **Weeds.** Bindweeds must be killed at owner’s expense. Unsightly growth of grass or weeds is prohibited.

**Article 5**

**Easements**

5.1 **Sanitary Control Easement.** A sanitary control easement is created on the plat of the Property around each approved water well location with a 100-foot radius within which no sub-surface sewerage system may be constructed. Conversely no water well location will be approved that is closer than 100 feet to a sub-surface sewerage system. The water well location will be a minimum of 50 feet from any Property line.

5.2 **Utility Easements.** Electrical easements to Southwestern Public Service are recorded in the Official Public Records of Randall County, Texas.

**Article 6**

**General Provisions**

6.1 **Deviations.** Developer may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this document and the building requirements when, in Developer’s sole judgment, such modifications or deviations will not materially change the general scheme of the development to the Property. Developer, its officers, directors,
agents, employees, shareholders, and attorneys will have no liability for decisions made by
Developer approving such modifications or deviations.

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

6.3 Maintenance of Improvements. Each lot owner must:
(a) maintain the exterior of the residence, buildings, fences, walls, and other
improvements on the owner’s lot in good condition and repair;
(b) replace worn and rotten materials;
(c) regularly repaint or restain all exterior painted and stained surfaces; and,
(d) not permit the roofs, rain gutters, downspouts, exterior walls, windows,
doors, sidewalks, driveways, parking areas, or other exterior portions of
the improvements to deteriorate.

6.4 Term. This document will run with and bind title to the Property and will remain in
full force and effect for 30 years after this document is recorded in the Official Public Records of
Randall County, Texas. This document will thereafter extend automatically for successive
periods of 10 years unless amended as provided in Section 6.10 below.

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 nonappealable judgment
or final nonappealable 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. This instrument, when executed, will be filed for record in the Official
Public 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. Developer and the owner of any lot have an easement and the
right to have this document 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. Subject to the provisions of Article 3
and Section 6.1 above, the owner of each lot has the right and easement to have this document
strictly construed and applied to all lots whether owned by Developer, its successors and
assigns, or others, regardless as to whether or not reference to this document is made in the
document conveying the lot to the owner. Failure to enforce this document will not be deemed a
waiver of the right to do so thereafter.

6.8 Address for Plan Submission. Any plan submission, notice, or correspondence to
Developer must be made at the following address:
6.9 Change of Address. Developer may change its address for notice and plan submission by recording a notice of change of address in the Official Public Records of Randall County, Texas.

6.10 Amendment. The owners of legal title to at least 51.0% of the lots included in the Property may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments, except that for 15 years following the recording of this document, 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 document.

6.11 Assignability. Developer and its successors and assigns may assign Developer's rights, privileges, duties, and obligations hereunder by documents signed by Developer or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, which documents must be recorded in the Official Public Records of Randall County, Texas.

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

6.13 Attorney's Fees. If attorney's fees are incurred for the enforcement of this document, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

6.14 Time. Time is of the essence.

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


CHRI SWAY HOLDING S, LLC,
a Texas limited liability company

By: Barry D. Christy, Member

THE STATE OF TEXAS
COUNTY OF POTTER

This instrument was acknowledged before me on this the ___ day of December, 2018, by Barry D. Christy, Member of Chrisway Holdings LLC, a Texas limited liability company, on behalf of said limited liability company.

Melissa Davis
Notary ID: 11015536
My Commission Expires: June 8, 2021
Notary Public