

TimberView Unit No. 1

Declaration of Covenants, Conditions and Restrictions

Preamble

This Declaration of Covenants, Conditions and Restrictions (this "**Declaration**") is made on the 25th day of June, of the year 2006 by TimberView Development Project, LP, a Texas limited partnership, and by Currie Management Company, L.L.C., a Texas limited liability company acting as its general partner of 1216 S. Travis, Amarillo, Texas 79102 of hereinafter called the "**Declarant**".

Recitals

- A. Declarant is the owner of the real property located in Randall County, Texas that is described in paragraph 1.7 (the "**Property**") and will be known as TimberView Unit No. 1 as described in that certain map or plat (See attachment) recorded in Instrument 2006011887 of the Official Public Records of Randall County, Texas on June 16, 2006.
- B. Declarant desires that the Property be developed as a single-family residential subdivision. Declarant declares that the Property is to be held, sold and conveyed subject to the easements, restrictions, covenants and conditions stated in the Declaration or shown on the Plat for the purpose of ensuring the following:
- 1) A general plan is established for the development of the Property and enhancing the value, attractiveness and desirability of the Property over a long period.
 - 2) These restrictions and covenants run with the land and are binding on all persons having or acquiring any right, title, or interest in all or any part of the Property.
 - 3) Such covenants and restrictions inure to the benefit of each owner.
- C. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to this Declaration in furtherance of the general development stated in the Declaration.

Declaration

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

Covenants, Conditions and Restrictions

1. Article 1 – Definitions

1.1 Developer

"Developer" means Declarant and its successors and assigns.

1.2 Lot

"Lot" means any of the plots of land shown on the plats described above, on which there is or will be built single family dwellings.

1.3 Owner

"Owner" means the record owner or owners of the fee simple title to any lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

1.4 Declaration

"Declaration" means this Declarant of Covenants, Conditions and Restrictions of TimberView Unit No. 1.

1.5 Residence

"Residence" means one detached single family house.

1.6 Accessory Buildings

"Accessory Buildings" means, workshops, guest quarters, servant quarters, cabanas, tool houses, horse barns, horse stalls, children's playhouses, dog houses, prefabricated storage structures and other out-buildings that are not attached to the Residence located on the Lot. (Detached garages do not fall under this definition for purposes of architectural design and construction standards.)

1.7 Property

Property Description
75.02 acres

Being a 75.02 acre tract out of Section 12, Block 6, I. & G. N. R.R. Co. Survey, Randall County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a ½ " iron pipe, found for the Northeast corner of Tara Estates Unit No. 1, a Suburban Subdivision to the City of Amarillo, according to the recorded plat, thereof record in Volume 1594. Page 105 of the Deed Records of Randall County, Texas;

THENCE North 89°46'58" East a distance of 3019.58 feet to a ½ " iron rod with a Gresham cap (1939), set in a curve to the right having a circle center which bears S 73°50'12" W, 1068.45 feet, being the Northeast corner of this tract, from which a 3/8" iron rod, found for the Northeast corner of said Section 12 bears North 89°46'58" East, 93.28 feet;

THENCE Southeasterly along said 1068.45 foot curve to the right, a chord bearing and distance of South 14°30'11" East, 61.92 feet, an arc length of 61.93 feet to a ½ " iron rod with a Gresham cap (1939), set;

THENCE South 89°46'58" West a distance of 680.81 feet to a ½ " iron rod with a Gresham cap (1939), set in the West line of Lot 1 of Plantation Acres Unit No. 3, a Subdivision of 134.694 acres out of Section 12, Block 6, I. & G. N. R.R. Company Survey, Randall County, Texas according to recorded plat thereof, of record in Volume 765, Page 80 of the Deed Records of Randall County, Texas;

THENCE South 00°29'07" East a distance of 575.80 feet to a ½ " iron pipe, found for the Northwest corner of Lot 3 of said Plantation Acres Unit No. 3;

THENCE South 89°47'10" West a distance of 376.33 feet to a ½ " iron rod with a Keys cap, found for the beginning of a curve to the left having a circle center which bears S 00°12'50" E, 636.78 feet;

THENCE Southwesterly along said 636.78 foot radius curve to the left, at an arc distance of 129.0 feet pass a 3/8" iron rod with a cap (4664), found for the Northeast corner of Lot 6 of said Plantation Acres Unit No. 3, in all a total arc length of 1004.63 feet to a ½ " iron rod with Gresham cap (1939) set for the Northwest corner of Lot 7 of said Plantation Acres Unit No. 3, end of curve;

THENCE South 06°36'31" West a distance of 132.95 feet to a ½ " iron pipe, found;

THENCE South 25°45'15" West a distance of 558.85 feet to a ½ " iron pipe, found in the North line of Lot 9 of said Plantation Acres Unit No. 3;

THENCE South 89°50'18" West, at 69.27 feet pass a ½ " iron pipe, found for the Northwest corner of lot 9 of said Plantation Acres Unit No. 3, in all a total distance of 1083.20 feet to a ½" iron rod with a Gresham cap (1939) found for the Southeast corner of Lot 4, in Block 1 of Tara Estates Unit No. 1, a Suburban Subdivision to the City of Amarillo, according to the recorded plat thereof, of record in volume 1594. Page 105 of the Deed Records of Randall County, Texas;

THENCE North 00°12'50" West, along the West line of said Tara Estates Unit No. 1, a distance of 1910.26 feet to a **POINT OF BEGINNING**;

Said tract contains a computed area of 75.02 acres.

1.8 Road

"Road" is defined as the paved easement that makes access available to all Lots throughout the development.

1.9 Plat

"Plat" means the Plat of the Property recorded in the real property records of Randall County, Texas.

1.10 Livestock

"Livestock" is defined as horses, mules, asses, sheep, goats, llama, and cattle, but does not include wild animals and exotic animals.

1.11 Exotic Animals

"Exotic Animals" are defined as animals that are undomesticated and considered a **species** that has been introduced from another geographic region to an area outside its natural range. Examples of such animals to include but are not limited to lions, tigers, gazelle, etc. Emu's and ostrich are considered exotic in the context of these restrictions.

1.12 Wild (Undomesticated) Animals

"Wild (Undomesticated) Animals" are defined as animals that are indigenous to the region but are considered to be undomesticated. Examples of such animals to include but are not limited to raccoon, possum, deer, buffalo, etc.

2. Article 2 – Property Use & Architectural Standards

2.1 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.

TimberView Development Project, LP reserves the right, during development and sale of said subdivision, to use and occupy one or more of such tracts for any purpose associated with the development.

2.2 Single Family Use

Each Residence may be occupied by only one (1) family consisting of person related by blood, adoption, or marriage or no more than three (3) unrelated persons living and cooking together as a single housekeeping unit.

2.3 Type of Buildings Permitted

Only detached single family homes with 2 (minimum) car garages and Accessory Buildings (as defined in article 1.6) may be erected on a Lot. Mobile homes, prefabricated manufactured homes, modular homes and move-in homes (homes meant to be moved on to the property) are **NOT** permitted. A travel trailer may **NOT** be used on a temporary basis during the construction of a home.

2.4 Architectural Design & Minimum Floor Area

2.4.1 Minimum Square Footage

Any residence constructed on a Lot must have a ground floor area of not less than one thousand five hundred (1,500) square feet, exclusive of open or screened porches, terraces, patios, driveways and garages.

2.4.2 Single Family Dwelling Construction Materials

The Residence must be built on the Lot with new construction materials. The exterior walls of the residence constructed on a lot, including without limitation, exposed fireplaces and chimney flues must be at least 75% brick, brick veneer, stone, stone veneer, or other masonry material, stucco, or synthetic stucco. Garages, if detached, must conform in architectural design and construction materials with the main structure of the Residence.

2.4.3 Accessory Building Construction Materials

"Accessory Buildings" (Defined in 1.6) must be constructed of new materials. The structures

design and building material must be consistent and the buildings structural integrity must be able to withstand significant weather events. Construction materials are not required to be consistent with the Single Family Dwelling construction materials and design.

2.4.4 Approval of Building Plans

Prior to the commencement of any excavations or construction, there shall first be filed with the Developer a complete set of building plans and specifications therefore, together with block or plot plan indicating the exact part of the building site the improvements will cover, as well as indicating the location of fences, walls, utilities, and other structures and said work shall not commence unless the Developer shall endorse said plans as being in compliance with these covenants and said plans are otherwise approved by the Developer. In the event that the Developer fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval will not be required.

2.5 Setbacks, Lot Lines & Residence Construction Completion

The minimum set-back for all buildings from the front Lot line shall be **50 feet**. No building shall be located or erected nearer than 10 feet to either side of the property line. Construction of all Residences must be completed within 18 months from the date construction is commenced.

2.6 Front Elevation of Residence

All Residences must be constructed to front of the Road on which the Lot fronts unless the Lot fronts on two roads in which case, the Residence may front on either of the two Roads (defined in 1.8)

2.7 Re-Subdivision or Consolidation

The Lots (described in 1.2) shall **NOT** be subdivided. Consolidation of more than 2 lots is permitted but must be approved by the Developer.

2.8 Animals

No animals, *Livestock* or pets of any kind shall be allowed on any lot except for the personal use and pleasure of the Lot owner and shall not be raised for commercial purposes or gain and all lots, pens or corrals provided for the care of such animals, *Livestock* and pets shall be kept clean and sanitary.

The aforementioned pertaining to *Livestock* animals is limited to include horses (limited to two per lot) **OR** other *Livestock* (limited to two per lot) except **NO** swine or poultry are permitted. A combination of horses and/or other livestock is acceptable but should not exceed the two animal per Lot limitation. No *Exotic* animals or animals considered to be *Wild (undomesticated)* will be permitted. Domesticated pets such as dogs, cats, birds, etc. are not subject to these Lot limitations but should be kept within reasonable numbers.

These *Livestock* animals may be raised and kept on the property provided that fences, pens and/or corrals are kept clean, sanitary and in good repair.

Lots that are owned contiguously may be used for grazing purposes but the total number of animals on a specific lot may not exceed the total number of animals allowed for each Lot owned. Example: If an owner owns three lots, six horses may be allowed to graze on one lot. However, the owner must rotate the animals frequently among the lots to try to prevent over grazing.

2.9 Rubbish, Trash and Garbage

No portion of the Property or Lot may be used as a dumping ground for junk, dead tree limbs, rubbish, hazardous material or any other materials of any kind or as a site for the accumulation of unsightly materials of any kind, including but without limitation, broken or rusty equipment, disassembled or inoperable vehicles, and discarded appliances and furniture. Failure to comply will result in debris being removed from the Property or Lot at Owners expense.

2.10 Commercial Towers

No towers may be erected for commercial use to include wind turbines and any type of communications tower. Personal use towers such as Ham radio or the common windmill for pumping water are acceptable. Personal use wind turbines for generating electricity are prohibited.

2.11 Oil Development and Mining

No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

2.12 Water Wells and Septic Tanks

Any water well or septic tank placed on any Lot must meet all requirements of the State Texas, Randall County, Texas, and any other governmental authority having jurisdiction. Water use and removal is for the personal use of the Lot owner and shall not be collected, stored or sold for commercial purposes or gain.

2.13 Automobiles

There shall be no rebuilding of automobiles, motorcycles, or other vehicles in the driveway or otherwise in view from the street or in the view of neighboring homes. Wrecked, inoperable, abandoned or dismantled vehicles are addressed under 2.9 - Rubbish, Trash and Garbage of this document.

2.14 Recreational Vehicle Storage

No Owner shall store boats, trailers, recreational vehicles or campers/camper shells except on driveway or side/rear of house.

2.15 Prohibited Activities

2.15.1 Offensive Activities Prohibited

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 or Lot, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood.

2.15.2 Commercial Activities Prohibited

No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot. An example includes but is not limited to the breeding of dogs in dog kennels for commercial purposes is prohibited. Any and all types of commercial manufacturing and/or warehousing activities are prohibited.

However, nothing contained herein shall prohibit the use of a residence for quiet, inoffensive activities such as home office use, tutoring, or the giving of music or art lessons so long as such activities do not materially increase the number of cars parked on the Lot or the streets or interfere with adjoining Owners' use and enjoyment of Roads, their Residences and their yards.

2.15.3 *Burning Prohibited*

Except within fireplaces in the Residence and except for outdoor cooking in grills or fireplaces, no burning of any kind or anything is permitted on the Lot or Property.

2.15.4 *Firearms/Hunting Prohibited*

No firearms shall be used or discharged, nor shall any hunting be allowed on the Property or Lots. Trapping is allowed for the purpose of removing pests and stray pets. However, trapping devices that cause injury (Ex. leg traps) are prohibited.

2.15.5 *Signs Prohibited*

No signs or billboards of any character shall be erected, posted, pasted, painted or displayed upon or about any of said Property or Lots save and except property for sale signs. This restriction shall not prohibit the developer or his agents from maintaining signs of any size or nature for Lot sale purposes. Declarant and their agents have the authority and right to remove any sign, billboard, or other advertising structure that does not comply with this subsection and in doing so will not be subject to any liability for trespass or any other liability in connection with such removal.

However, political advertising signs not larger than 2'X4' may be displayed for not more than 90 days before an election and no longer than 10 days following an election.

2.16 *Maintenance and Improvements*

Each Owner of a Lot must:

2.16.1 *Maintenance of Lot*

Lots must be kept in good condition whether improvements of any kind exist on the lot or the lot remains vacant. Lots must be mowed a minimum of 3 or 4 times (at minimum) per year to maintain a native grass length of six (6) inches or less. Grazing animals, as defined in Section 2.8, may serve as an alternative to mowing as long as the native grass length is consistently maintained across the lot at six (6) inches or less.

2.16.2 *Maintenance of Exterior*

2.16.2.1 Maintain the exterior of the Residence, the Accessory Buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair.

2.16.2.2 Replace worn and rotten parts.

2.16.2.3 Regularly repaint or re-stain all painted and stained surfaces.

2.16.2.4 Do not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

3. Article 3 – Easements & Utilities

3.1 Easements

3.1.1 Easements Reserved

There is hereby reserved for the benefit of any person, public utility or municipality furnishing gas, water or electricity, telephone and/or other utilities, the use of the streets, alleyways and easements as shown on the accompanying plat, for the purpose of laying operating, maintaining and removing pipes, poles, wires or other lines from above or beneath the ground for the purpose of supplying utility service and connections to and with buildings constructed in this sub-division.

3.1.2 Easement Interference

Easements for the installation and maintenance of utilities and drainage are reserved. No structures, planting or materials may be placed or permitted to remain in which may

- a) Damage or interfere with the installation and maintenance of utilities
- b) Change the direction of flow within drainage channels
- c) Obstruct or retard the flow of water through drainage channels

3.1.3 Easement - liability

No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the Easement.

3.1.4 Easement - Damage claims

All utility companies shall repair any damage to the pavement or other improvements on the Roads resulting from construction, installation, replacement, operation, maintenance, repair and removal of utilities.

3.2 Electrical Services

An electricity distribution system shall be installed to serve all the Lots (as originally platted) in the subdivision.

For Lots being serviced with below ground services, the electric company will provide the service from the electrical transformer for a distance of not more than 200 feet to service the Residence for each Lot. Should the service requirements extend beyond 200 feet, the Owner of the Lot shall be responsible for any and all additional expenses incurred for the installation of electrical service beyond 200 feet.

For Lots being serviced with above ground services, the electric company will provide the service from the electrical transformer for a distance of not more than 80 feet to service the Residence for each Lot. Should the service requirements extend beyond 80 feet, the Owner of the Lot shall be responsible for any and all additional expenses incurred for the installation of electrical service beyond 80 feet. Lot owners may elect to have under ground services installed at Owner's expense.

The company furnishing the electric service shall make the necessary connection at the service pole (or underground juncture) and at the meter. Each Owner, at the Owner's expense, shall install, furnish and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the Residence constructed on the Lot.

The Owner of each Lot, at Owners expense, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) service cable to any other Accessory Building.

4. Article 4 – General Provisions

4.1 Mortgages

The breach of any of the foregoing provisions will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the premises 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, but only as to any breach occurring after such acquisition of title.

4.2 Term

These restrictions and covenants run with the land and are binding and effective until January 1, 2025, after which time said restrictions and covenants shall be automatically extended for ten year periods unless and until terminated or changed by a recorded vote of a majority of the then owners of the above described property.

4.3 Enforcement

Declarant or the Owner of any Lot on the Property have the easement and right to have each and all of the foregoing restrictions, conditions, and covenants herein faithfully carried out and performed with reference to each and every Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each Lot, without reference to when it was sold, the right and easement to have such restrictions, conditions, and covenants strictly complied with, such right to exist with the owner of each Lot and to apply to all the other Lots whether owned by Declarant, its successors and assigns, or others. Failure by any owner or Declarant to enforce any covenant or restriction herein contained will not be deemed a waiver of the right to do so thereafter.

4.4 Severability

If any condition, covenant, or restrictions herein contained is invalid – which invalidity will not be presumed until it is determined by the judgement or order of a court of competent jurisdiction – such invalidity will in no way affect any other condition, covenant, or restriction, each of which will remain in full force and effect.

4.5 Binding Effect

Each of the covenants, conditions and restrictions and agreements herein contained is made of the mutual benefit of, and is binding upon, each and every 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 in the Property. This instrument, when executed, will be filed of record in the Deeds Records of Randall County, Texas, so that each and every owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

4.6 Recorded Plat

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

4.7 Addresses

Any notices or correspondence to an Owner of a Lot must be addressed to the street address of the Lot. Any notice to Declarant must be made at the following address:

TimberView Development Project, LP
Currie Management Company, LLC, General Partner
Attn: David Currie
1216 S. Travis
Amarillo, TX 79102

Declarant may change its address for notice by recording in the real property records of Randall County, Texas, a notice of change of address.

4.8 Amendment

At any time, the Owners of 51% of the Lots and the Lots included in all additional Property subject to this Declaration (as shown by the real property records of Randall County, Texas) may amend the covenants, conditions and restrictions stated in this Declaration by recording an instrument containing such amendment, except that for 20 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of the Declarant. Declarant will be under no obligation to consent to any amendment of this Declaration.

4.9 Assignability

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

4.10 Indemnification

To the fullest extent permitted by applicable law, each Owner shall indemnify, protect and defend the Declarant and its partners, officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Indemnitee") for, from, against, and in respect to all damages, claims, cause 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.

4.11 Limitation of Liability

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

Dated this 14th day of July, 2006

DECLARANT

TimberView Development Project, LP

By: Melaney McAfee Currie
Melaney McAfee Currie

By: Michael R. McAfee
Michael R. McAfee

By: Christopher L. McAfee
Christopher L. McAfee

By: Currie Management Company, LLC, General Partner
By: David H. Currie
David H. Currie, President

INDIVIDUAL ACKNOWLEDGEMENT

State of CA TEXAS

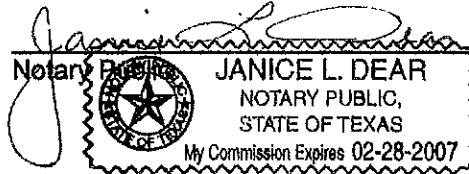
County of PLACER POTTER

The foregoing instrument was acknowledged before me this 29 day of JUNE 2006

By **Melaney McAfee Currie**

Witnessed my hand and official seal.

My Commission Expires:
2/28/2007



INDIVIDUAL ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

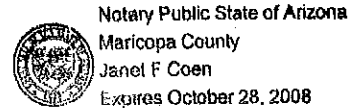
The foregoing instrument was acknowledged before me this 5 day of July 2006

By **Michael R. McAfee**

Witnessed my hand and official seal.

My Commission Expires:
10/28/08

Janel F. Coen
Notary Public



INDIVIDUAL ACKNOWLEDGEMENT

State of CA

County of placer

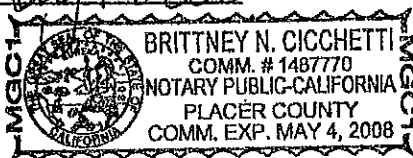
The foregoing instrument was acknowledged before me this 29 day of JUNE 2006

By **Christopher L. McAfee**

Witnessed my hand and official seal.

My Commission Expires:
may 4 2008

Brittney N. Cicchetti
Notary Public



INDIVIDUAL ACKNOWLEDGEMENT

State of TEXAS

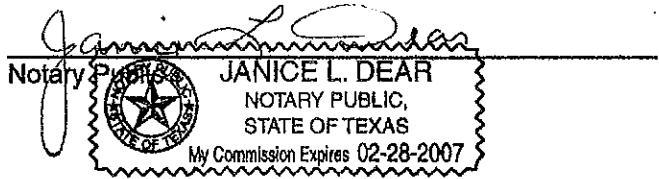
County of POTTER

The foregoing instrument was acknowledged before me this 14th day of July, 2006

By **David H. Currie**

Witnessed my hand and official seal.

My Commission Expires:
2/28/2007



INDIVIDUAL ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006

By _____

Witnessed my hand and official seal.

My Commission Expires: _____
Notary Public