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"DOVE PRAIRIE UNIT NO. 1"

Dove Prairie Unit No. 1, a suburban subdivision in Section No. 28, Block 1,
B. S. & F. Survey, Randall County, Texas.



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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF DOVE PRAIRIE UNIT NO. 1**

Dove Prairie, Ltd., a Texas Limited Partnership, Essex Properties, Inc., General Partner, (hereafter called "Developer") the owner of all lands and tracts shown by the plat of Dove Prairie Unit No. 1, a suburban subdivision situated in Randall County, Texas, as shown by plat appearing of record at Document No. 2005016896 of the Official Public Records of Randall County, Texas, in consideration of the benefits to accrue to it and to subsequent owners thereof, creates, imposes and impresses in and upon all of the tracts shown by said plat the following covenants, conditions and restrictions which run with the land and shall be binding upon the undersigned, its successors and assigns and all persons claiming thereunder, to-wit:

1. All tracts or lots, shall be used for single family residential purposes and related agricultural purposes only;
2. No business which attracts vehicles or pedestrian traffic may be operated out of a residence or on the premises, whether for profit or non-profit, except for garage or yard sales not exceeding 3 days per calendar year.
3. No trailer house, mobile home or pre-built residence of any kind shall be moved on to or placed on any of the said premises. Travel trailers and recreational vehicles shall be permitted on the premises (after the primary residence is constructed) but shall not be occupied as a residence in any instance other than temporary guest quarters for not more than 1 week at any one time.
4. No structure, tent, trailer, pre-built or other building, barn, or shelter shall be constructed or placed on any tract and used as a residence or occupied with sleeping overnight prior to the erection and completion of the main residential dwelling thereon.
5. Construction Requirements:
 - a. The total floor area of the main residence, exclusive of open porches and garages, shall be not less than 1,800 square feet.
 - b. All residences or other building structures (including barns) constructed or erected on any part of the premises shall be located so that the front point

of such residence or other structure shall be at least 50 feet from the front property line if facing Dove Meadow or Dove Prairie Roads and at least 60 feet when facing Rockwell or Hope Roads. Also, on all lots with frontage on Dove Prairie, Dove Meadow and Hope Roads the dwelling on such lots shall face toward such roads. On Lots having frontage on Rockwell that do not have frontage on other streets the dwelling on such lots shall face Rockwell Road. The front point of any structure shall be at least 40 feet from the North property line for Lots 2, 45, 49, Block 1 and Lots 1,5, Block 2 Dove Prairie Unit No. 1. The front point of any structure from any side or rear property line shall be at least a minimum of 5 feet or if bordering Dove Crossing Road shall be 25 feet.

- c. The minimum floor elevation of all residences must meet the minimum heights above street level required by Randall County, Texas in connection with the platting of Dove Prairie Unit No. 1. Pads for such homes shall be constructed by the property owner in compliance with the minimum elevation and shall be solely the responsibility of the property owner. The finished floor elevation of other structures constructed on the premises shall be the sole responsibility of the property owner.
- d. No more than one single family residence shall be constructed on any lot or tract, however, "mother-in-law" or "servants" quarters are permitted to be constructed in addition to the primary single family residence if constructed at the time of the construction of the primary residence or later. Such secondary dwelling will not count toward the minimum footage for the primary residential dwelling. Such secondary dwelling shall conform to the other building restrictions set forth herein except for the minimum square footage.
- e. All structures shall, at all times, comply with the Building codes and Regulations of the City of Amarillo, Texas.
- f. Every main dwelling house and garage shall be of such construction that sixty-five percent (65%) 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 dwelling, garage or servant's quarters. All fireplace chimneys shall be of brick, rock or masonry-stucco construction. There shall be no open eaves.
- g. Roofing materials for residences and garages shall be architectural composition shingles of 240 lb. weight or greater and 25 year life or greater, factory fire treated wood shingles, tile roofing or factory baked-painted metal roofing or of material approved by Developer or Property Owners Association. No metal, or tin shingles or metal roofing material shall be used for main dwelling except factory painted metal roofs shall be permitted. All

main dwelling structures, garage structures and secondary residence structures shall have a roof pitch of six (6) feet in twelve (12) feet (6:12) or more.

- h. At the time of construction of the main dwelling house, there shall be constructed a double-car (or larger) garage either connected or free standing. Carports are not permitted.
- i. All fences shall be constructed with quality materials and shall be well maintained at all times.
- j. All primary residences and other structures shall be completed within twelve (12) months after construction commences.
- k. The plans, including elevations and floor plans, for residences, garages and outbuildings (including barns) must be approved in writing by the Developer before construction commences. If a Property Owners Association is organized, the Developer may, at its option, delegate such approval authority to such Association. Developer assumes no liability in connection with such reviews and approvals or disapprovals.
- l. There shall be a minimum of two (2) trees with trunks of at least three (3) inches in diameter planted in the front yard.

Developer may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Declaration and these building requirements when, in the 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 Dove Prairie and the improvements thereon as a whole. The Developer may require the submission to it of such documents and items as it deems necessary and appropriate in connection with its consideration of a request for a variance. The Developer, its officers, directors, agents, employees, shareholders, and attorneys have no liability for decisions made by Developer so long as such decisions are made in good faith and are not arbitrary or capricious.

- 6. Except for primary utility service within twenty feet of public right-of-way, all utility installations, including electrical service, etc., shall be underground. Temporary poles for electrical service during construction are permitted.
- 7. No old or second-hand structures shall be moved on to any tract and all residences and accessory buildings shall be of new construction only with the provision that used brick may be used in the construction of new residences or other improvements.
- 8. New pre-built out buildings such as "Morgan" storage sheds and barns and other pre-built buildings for non-residential purposes shall be permitted on the premises.

9. No open cesspools, outside toilets or privies shall ever be permitted to be erected, constructed or maintained upon any tract in the premises, except portable toilets properly serviced during construction of the primary residence shall be permitted. Metal, concrete or manufactured tanks with adequate subterranean field tile meeting County standards shall be installed for servicing each residence constructed on the tract. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water.
10. Commercial vehicles shall not be parked overnight in front of residences or on any public road except for temporary deliveries.
11. There shall be no use or operation of any motorcycle, ATV, motor engine, motor vehicle or any other apparatus or noise making device which emits or makes an unreasonably loud noise or sounds which cause material stress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity.
12. No noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the adjoining neighbors. Use of firearms on the premises is prohibited except to protect life or property (including livestock).
13. No signs, banners or pennants of any kind shall be displayed to the public view on any tract except:
 - a. signs at entrances or on front of property identifying the property name and owner's name and address;
 - b. signs advertising the property for sale;
 - c. signs advertising temporary garage sale or farm auction;
 - d. signs identifying membership in trade associations;
 - e. neighborhood watch type signs;
 - f. political signs erected not more than 90 days in advance of the election to which they pertain and to be removed within 15 days after the election;
 - g. Construction signs for building contractor and sub-contractors during construction and until property is sold or work is complete if sign relates to repairs or renovation;
 - h. other signs approved by Property Owners Association, if an association is organized by property owners;
 - i. temporary signs or decorations relating to holiday seasons.

Yard signs containing slogans, sayings and quotes are strictly prohibited.

14. No swine or chickens may be kept upon any tract at any time for any purpose. Owners shall be permitted to keep other livestock, pets and animals on the premises so long as they do not unreasonably over graze the premises and/or become an annoyance or nuisance to the neighborhood. No commercial dog kennels shall be permitted on such premises. No commercial feedlots shall be permitted.
15. All pets, including dogs, shall be confined on the premises of the property owner either by enclosure fences, on a leash, or otherwise. No dogs or other pets shall be permitted to run free and off of the premises of the owner unless under the control of the owner by leash or otherwise.
16. No obstruction, diversion, bridging or confining of the surface water shall be made on any tract in such a manner as to cause damage to other tracts.
17. There shall be no drilling or other exploration for oil, gas or other minerals on any tract of ten acres or less nor shall there be any mining for minerals, caliche or other substances of and from any tract. There shall not, at any time, be any battery tanks or any other oil, gas or other mineral operations or facilities located on the surface of any tract or any part thereof.
18. No rubbish, junk, salvage or debris of any kind or character shall ever be placed or permitted to accumulate upon such tract or tracts so as to render said premises unsanitary, unsightly, offensive or detrimental to other tracts in the premises. No stripped down, wrecked, inoperative or junked cars, motor vehicles, trailers, boats, recreational vehicles or like item may be kept on any of the lots, and no cars or motor vehicles without current licenses and safety inspection stickers may be kept on any of the lots. Vehicle repairs and maintenance shall be performed inside garage or barn or not visible from public roads.
19. All lots and tracts shall be mowed regularly by the owner at owner's expense. Bindweeds must be killed at owners expense. Unsightly growth of grass or weeds is prohibited.
20. Trash containers such as dumpsters must be located on the owner's property and not on the county or state road right-of-way. The trash container must be behind the extended front line of the primary residence.
21. Every owner and occupant, their guests and invitees, shall comply with the laws, statutes, ordinances and rules of the federal, state and local governments applicable to the properties.
22. No tract, lot or parcel of land in the subdivision shall ever be sold, developed or leased based on race, color, religion, sex, handicap, familial status or national origin.

23. No tracts shall be subdivided in Dove Prairie Unit No. 1 at any time.
24. Developer has adopted a "Storm Water Pollution Prevention Plan" dated August 10, 2005. Owners of all tracts and lots, their contractors, guests and invitees shall comply therewith.
25. Dove Prairie, Ltd., its successors and assigns, may impose additional restrictions and covenants on any lot or tract still owned by Dove Prairie, Ltd. or any successor developer as a covenant or deed restriction contained in Deed of Conveyance or by supplement to these restrictions which additional restrictions and/or covenants shall apply to those lots still owned by Dove Prairie, Ltd. or its developer successor, but shall not be applicable to those lots previously sold by Dove Prairie, Ltd. or its developer successor prior to the imposition of such new restrictions and/or covenants. However, such restrictions and/or covenants, when made, shall inure to the benefit of all of the tract owners in Dove Prairie with each and every tract owner in Dove Prairie being entitled to enforce such restrictions and/or covenants. Such additional restrictions or covenants shall in no way reduce, degrade or be less restrictive than the restrictions and covenants contained herein.

DURATION

These Deed Restrictions and Covenants shall run with the land and are binding and effective until January 1, 2024 after which time said Restrictions and Covenants shall be automatically extended for 10 year periods unless and until terminated or changed by recorded vote of the majority of the then owners of the premises (each tract owner being entitled to one vote per tract with husband and wife or co-owners being counted as one owner).

ENFORCEMENT

Violation of the Covenants, Conditions and Restrictions shall not effect a reverter, but violation of them or any one of them may be restrained in a proceeding at law or equity without proof of irreparable damage or damages for which any land owner in said premises, may recover. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the Developer nor any future Property Owners Association shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration of Covenants, Conditions and Deed Restrictions but such duties and responsibilities shall be borne by and be the responsibility of property owners; provided, however, Developer and/or Property Owners Association may, at their sole discretion, proceed with enforcement as an interested party.

FUTURE PROPERTY OWNERS ASSOCIATION

A Property Owners Association may be organized and adopted by a vote of 2/3rds of the property owners in Dove Prairie Unit No. 1 and the owners of any lots or tracts in additional

units platted and dedicated by Dove Prairie, Ltd. in said Section 28, Block 1, BS&F Survey, Randall County, Texas. In such event, such Property Owners Association shall be entitled to also enforce the provisions and terms of these Covenants, Conditions and Restrictions in any Court at law having jurisdiction over the premises. In addition to the right to enforce these Deed Restrictions, such Property Owners Association shall be entitled to set reasonable dues and assessments for the funding of any legitimate purpose for which the Association is organized so long as the same is of general benefit to the property owners and so long as the same shall be duly set by the governing body of such Property Owners Association after the same has been put to a vote of the property owners and adopted by a vote of 2/3 or more of the property owners in Dove Prairie. In the event that any such dues or assessments should be established and should remain unpaid by any property owner affected thereby, the Property Owners Association shall hold a lien on the property of the owner who has failed to pay such dues with the full power to enforce the collection of such dues as provided by law and to foreclose such lien in a Court at law and the same shall constitute a lien against the property until paid. Any reasonable interest or penalties for non-payment and collection cost shall be likewise a lien on the owner's property.

INVALIDATION

Invalidation of one or more of the Covenants, Conditions or Restrictions shall not affect the other provisions herein which shall remain in force and effect.

EASEMENTS

A. DRAINAGE EASEMENT:

Developer reserves, for itself and its successors and assigns, a drainage easement over and across all lots or tracts in said Unit No. 1 so that water draining from all lands in Dove Prairie from bar ditches, tracts or lots may flow in, over and across lots and tracts in said Unit No. 1. Such drainage easement shall not prevent owners of lots or tracts in said Unit No. 1 from constructing improvements thereon but such improvements shall be constructed in such a way as to allow drainage to flow around such improvements and in to the natural drainage flow or in to and through drainage ditches constructed in accordance with Randall County Road and Drainage plans.

B. UTILITY EASEMENTS:

There is hereby retained an Easement for public utility purposes across the front 20 feet of all tracts in said Dove Prairie Unit No. 1 and any _____ public roadway, for the purpose of installation of gas, electrical, phone, cable or other utilities. Such utilities may be either above ground or below ground but such easements shall not otherwise restrict or prohibit the use of said premises by the land owner except for purposes of the utilities being installed, operated and maintained. No building or

other obstruction shall be erected upon or be permitted to remain upon the easement except for fences, gates, entrances, roadways, shrubs and trees that might be installed by the owner so long as the same do not unreasonably interfere with the use of said utility easement rights.

DATED 9-29-, 2005.

DOVE PRAIRIE, LTD.
By: Essex Properties, Inc.,
General Partner

BY: [Signature]
Shannon T. Burdett, President

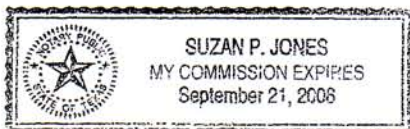
STATE OF TEXAS

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COUNTY OF RANDALL

[Signature] This instrument was acknowledged before me on the 29th day of Sept, 2005, by Shannon T. Burdett, as President of Essex Properties, Inc., a Texas Corporation, on behalf of said corporation, and the corporation executed this instrument as General Partner on behalf of Dove Prairie, Ltd., a Texas Limited Partnership.

[Signature]
Notary Public, State of Texas



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sue Wicker Bartolino

October 04, 2005 04:03:40 PM

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FEE: \$44.00

Sue Wicker Bartolino County Clerk
Randall County TEXAS