



1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the constructions of improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" (hereinafter called "Committee Rules") shall mean the rules adopted by the Architectural Committee.

1.03 Declarant. "Declarant" shall mean Pack Saddle Prairie, LLC, its duly authorized representatives or its respective successors or assigns; provided that any assignment of the rights of Pack Saddle Prairie, LLC, as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.04 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind including, but not limited to buildings, outbuildings, storage sheds, patios, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.05 Lot. "Lot" shall refer to each portion of the Property shown on the recorded subdivision plat as a discreet parcel or tract on which there may only be built a single family dwelling.

1.06 Owner. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and shall also refer to those persons or entities purchasing a Lot under an executory contract of sale or contract for deed. Persons or entities purchasing under executory contract of sale or contract for deed shall exercise the rights of an Owner to the exclusion of the record owner of the Lot, unless otherwise agreed to in writing between the parties on the contract of sale or contract for deed.

1.07 Person. "Person" shall mean an individual or entity having the legal right to hold title to real property.

1.08 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.09 Record, Recorded and Recordation. "Record, Recorded, and Recordation" shall mean, with respect to this document, the recordation of such document in the Office of the County Clerk of Taylor County.

1.10 Subdivision. "Subdivision" shall mean Pack Saddle Prairie, Section One, as show on the Plat(s) thereof recorded in the Real Property Records of Taylor County, Texas, as modified from time to time.

1.11 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant, subject to all the terms and restrictions of this Declaration and not in conflict herewith.

1.12 The Restrictions. "The Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time.

## ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's option, dedicate some of the Property as Recreation and Open Space. As the Property is developed or dedicated, Declarant, may record one or more Supplemental Declarations and designate the use, and restrictions as Declarant may deem appropriate for a particular area.

## ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot.

3.02 Subdividing. No Lot shall be further divided or subdivided or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee, provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole, all without the approval of the Architectural Committee. Further, provided however, nothing herein shall be construed to prevent conveyance of an undivided interest in a Lot or Lots, or to prevent conveyance of an interest to a trustee named in a mortgage document.

3.03 Signs. No signs, billboards, posters, or other advertising devices shall be erected or displayed to the public view on any Lot with the exception of one professional sign of not more than two (2) square feet advertising the availability of a property for sale. The

right is reserved by the Declarant to construct and maintain billboards or other advertising devices as are customarily connected with the general sale of Property.

3.04 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property and no odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view except for specific days when pickup is scheduled to occur.

3.05 Noise. No noise or other nuisances shall be permitted to exist to operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.06 Construction of Improvement. No Improvements shall be constructed upon any of the Property without prior written approval of the Architectural Committee.

3.07 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by Owner thereof.

3.08 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage. All owners are required, at their own expense, to provide a culvert adequate for the normal flow of drainage at the entrance to their property. Refer to paragraph 3.29 of this document.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. All open fires shall be in accordance with rules and regulations governing such activity as established by the Taylor County Commissioners' Court.

3.10 Temporary Structures. No temporary mobile home, house, trailer, shack, tent, or other building shall be placed, erected, or permitted on any lot. The Declarant may grant permission for such temporary buildings for the storage of materials during construction.

3.11 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploration for or removing, oil, gas, or other hydrocarbons, minerals of any kind, rock stones, sand, gravel, aggregate, or earth.

3.12 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting generality of the foregoing, graders, commercial trucks (other than pickups), boats, tractors, camper shells, wagons, buses, and garden maintenance tools and equipment shall be kept at all times,

except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other enclosed structures. Nothing contained in this Section 3.12 shall prevent or restrict the keeping of a recreational vehicle or travel trailer that is well maintained and in condition to be currently used, if kept no closer than one hundred fifty (150) feet away from any public street or roadway. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of the property except within enclosed structures or appropriately screened from view.

3.13 Landscaping. Each Lot on which a home is constructed shall have landscaping including, but not limited to, shrubs, flowers, trees, ground cover, and grass. Landscaping of a Lot shall be completed within one hundred eighty (180) days after the date on which the property is conveyed from homebuilder to homeowner. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. Each Lot owner shall mow and maintain the landscaping and vegetation on his Lot, including rights-of-ways, in such a manner as to control weeds, grass, and/or other unsightly growth. Each Lot owner shall be required to install and maintain at least two four (4) inch caliper hardwood trees on the front of the Lot.

3.14 Mailboxes. All Lots shall have curb-side mailboxes of decorative wrought-iron construction or similar decorative metal construction or masonry construction.

3.15 Mobile Homes and/or Manufactured Homes. No mobile home and/or manufactured homes shall be parked or placed on any Lot at any time.

3.16 Fences. All Lots shall be fenced on the property line with no fence nearer to the front than the front building line, and have a minimum of six (6) feet in height. Fences shall be constructed of wood, masonry, galvanized chain link or of other material as may be approved by the Committee, as to provide privacy screening. Fences shall be maintained and not allowed to deteriorate to an unsightly state of repair.

3.17 Animals-Household Pets. Domestic pet animals (with the express exclusion of all goats and swine) may be kept for owner's personal use and enjoyment. No swine or goats shall be permitted. If enclosed area is required for domestic pet animals, such enclosed area shall be constructed and maintained in a way that is consistent and in conformity with the overall construction of the property and in accordance with plans approved by the Architectural Committee, and shall be located and situated not less than one hundred fifty (150) feet from the front boundary of any Lot on any public street or roadway. No pets shall be allowed to be unrestrained off of the Owner's property.

3.18 Waste Water. No cesspool or other individual sewage system shall be installed or used on a Lot other than a septic tank or similarly approved sanitary method of sewage disposal meeting the requirements of the proper governmental authorities. Drainage of

septic tanks into any road, ditch, or surface easement, either directly or indirectly, is prohibited. No condition will continue to exist that causes unpleasant noxious odors caused by the neglect or willful action of any owner in this subdivision. Septic systems must be approved by the Taylor County Environmental Office.

3.19 Dwelling Size. Unless such requirement is expressly waived in writing by Declarant, each single-family dwelling constructed in Subdivision must have a floor area of not less than eighteen hundred (1800) square feet, except for Lot 11, Block A, shall not have less than three thousand (3,000) square feet. The first floor of any two (2) story residential structure must have a floor area of no less than sixteen hundred (1,600) square feet. The finished area of the 2<sup>nd</sup> floor of any (2) story residential structure shall not be more than 60% percent of the 1<sup>st</sup> floor. The measurements are exclusive of open and closed porches, balconies, driveways, and garages, and all garages must be situated so that no garage opens toward any public street or roadway. Each single-family residential structure constructed within Subdivision shall have garage space sufficient to house at least two (2) vehicles. The roof shall gain a minimum of seven (7) inches in elevation for every twelve (12) inches of horizontal run. These requirements will only be waived by the Declarant in unusual circumstances where the characteristics of the Lot do not reasonably enable compliance with these requirements.

3.20 Masonry Requirements. Each single-family dwelling constructed in Subdivision shall have at least ninety percent (90%) of the exterior walls of the first floor and the front wall of the second floor of a two (2) story structure constructed of stone or masonry. In computing these percentages (1) all gables shall be excluded from the total area of the exterior walls; and (2) all windows and door openings shall be excluded from the total area of the exterior walls; and (3) all masonry used on walls of an attached garage, fireplace or chimney may be included in the computation as masonry used. A material called "Dryvit" may be used to calculate masonry content.

3.21 Roofing Materials. All roofing materials shall meet or exceed 25-year warranty composition shingles. Standing seam metal roofing is allowed.

3.22 Unfinished Structures. No structure shall remain unfinished for more than six (6) months after construction of same has been commenced.

3.23 Building Set-Backs. No residential structure shall be located nearer than fifty-five (55) feet from the front property line bordering any public street or roadway; no structure shall be within twenty (20) feet from each side of any lot and within twenty (20) feet from rear of lot; and no enclosed area shall be located nearer than one hundred fifty (150) feet from the front property line bordering any public street or roadway. The Declarant or assigns in unusual circumstances will only waive these requirements where the characteristics of the Lot do not reasonably enable compliance with these requirements.

3.24 Construction Activities. Notwithstanding any provision herein to the contrary,

this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvement by an Owner (including Declarant) upon any lots within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or posting of signs of similar activities; provided however, that such construction is to be pursued to completion with reasonable diligence and conform to usual construction practices in the area.

3.25 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the Lot, agrees to hold Declarant harmless from enforcement thereof.

3.26 Fuel Tanks. No butane or fuel tank (other than small tanks used for outdoor cooking) or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot.

3.27 Prohibited Activities. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots, provided, however, that model homes and/or sales offices may be constructed and maintained by the Declarant, its successors and assigns, in connection with the development of and the construction and sale of houses and Lots in the Subdivision. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which general public is invited, incidental to an owner's business, may be maintained within such owner's residence, so long as activities conducted in connection with such home office do not become an annoyance or nuisance to the neighborhood, as determined in the sole and absolute discretion of the Committee. However, nothing found in this Section 3.27 shall prevent or prohibit Declarant or any Owner from renting or leasing any of the Property or Improvements located thereon on a full or temporary basis, so long as any renting occupant complies with the terms, conditions and provisions of this Declaration.

3.28 Carports and Driveways. All carports shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other improvements in the Subdivision. All carports shall be suitable for not less than one automobile. All carports shall consist of open air structures. All driveways must be constructed of one or more of the following: (1) concrete, (2) two course penetration chip-seal, (3) hot mix asphalt, and/or (4) crushed limestone.

3.29 Culverts. Each culvert shall be not less than 12 inches in diameter and not less than 24 feet in length and made of galvanized steel.

3.30 Access. There shall be no access for ingress or egress to any Lot of the Subdivision from FM 1750, Prosperity Road, Jacob's Way and Silver Shadow Drive, except for Lot 11, Block A, which will have access and ingress from Silver Shadow Drive.

3.31 Slab Elevation. The elevation of the finished surface of the first floor slab of all residential structures shall be placed at a height of no less than eighteen inches (18") above the highest point on the Lot upon which the structure is being built. Any variation of this required elevation is at the discretion of the owner and/or builder of such structure without the involvement or participation of Declarant. Further, any owner and/or builder who does construct a slab with an elevation lower than the height specified here shall release and discharge Declarant, and hold Declarant harmless as to any claim, cause of action or damage that may result from any such construction.

3.32 Lot owners must commence construction on single family dwelling on or before twenty-four (24) months after purchase of Lot and complete construction according to rules and restrictions contained herein.

#### ARTICLE IV USE RESTRICTIONS

4.01 General. The property shall be improved and used solely for single family residential use.

#### ARTICLE V ARCHITECTURAL COMMITTEE

5.01 Membership of Architectural Committee. The Architectural Committee shall, initially, consist of not less than one (1) and not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant, its successors or assigns deems appropriate. The initial Voting Members of the Architectural Committee appointed by Declarant to serve upon the filing and recordation of this Declaration shall be Aaron Waldrop.

5.02 Action By Architectural Committee. Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. The Architectural Committee's approval shall not be unreasonably withheld or delayed. If the Committee fails to respond in writing to a request for approval specifying its objections within ten (10) business days, such approval shall be deemed to have been given.

5.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

5.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee.

5.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including, but not limited to, a building code, a fire code, a housing code and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense may seek any of the remedies set forth herein for default of this Declaration.

5.06 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, which in its sole discretion are relevant. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration. The Architectural Committee shall have the authority to disapprove any proposed Improvement based on the restrictions set forth herein. The decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from standpoint of structural safety, engineering soundness or conformance with building or other codes. Owner acknowledges his duty to review engineering soundness or conformance and/or compliance with building and/or other codes.

5.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or other hardship or similar circumstances. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restriction applicable to the Lots for any purpose except as to the particular property in the particular instances covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

5.08 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.09 Work in Progress. The Architectural Committee, as its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

5.10 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or it's members. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

5.11 Address. Plans and Specifications shall be submitted to the Architectural Committee at 155 Cedar, Abilene, Texas 79601, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

5.12 Fees. There shall be no fee required for plan submission and approval.

5.13 Term. This section shall be applicable to initial construction and to alterations, changes and additions until December 31, 2017.

#### ARTICLE VI EASEMENTS

6.01 Reserved Easements. All Dedications, limitations, restrictions and reservations shown on the plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to the Declaration are incorporated herein for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part the of Property.

6.02 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangement of Improvements. Each Owner further covenant not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement and/or utility easement.

#### ARTICLE VII MISCELLANEOUS

7.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2024, unless amended as herein provided. After December 31, 2024, this Declaration, including all such covenants, conditions and restriction shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

7.02 Amendment. Amendments to this Declaration shall not be construed as affecting or amending any ordinances, which affect the Property.

7.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal Holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Declarant.

7.04 Interpretation. The provisions of this Declaration shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

7.05 Assignment by Declarant. Notwithstanding any provision of this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

7.06 Enforcement and Non-Waiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense and/or Declarant shall have the right to enforce all of the provisions contained herein. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provisions.

(B) Non-Waiver. The failure to enforce any provision contained herein at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions said Restrictions.

7.07 Construction.

(A) Restriction Severable. The provisions of the restrictions contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other Provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

DECLARANT:  
Pack Saddle Prairie, LLC

By: \_\_\_\_\_  
Aaron Waldrop, Manager

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Aaron Waldrop of Pack Saddle Prairie, LLC on behalf of said Company.

\_\_\_\_\_  
Notary Public, State of Texas