

**FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS OF THE
CLIFTON RIDGE UNIT NO. 1 SUBDIVISION**

Basic Terms

Date: July 19, 2024
Declarant: Clifton Development Group, LLC, a Texas limited liability company
Property: A 59.37 acre tract of land out of Section 5, Block B-5, H. & G. N. R.R. Co. Survey, Randall County, Texas, more specifically described on **EXHIBIT A**, the plat filed of record on September 13, 2023 in Randall County, Texas under Clerk's File No. 2023015634, attached to this Declaration.

Recitals

1. The original Declaration of Restrictive Covenants of the Clifton Ridge Unit No. 1 Subdivision were dated September 25, 2023 and recorded on September 26, 2023 in the Official Public Records of Randall County, Texas (the *Original Declaration*).
2. Declarant now desires to amend and restate, in their entirety, the covenants set forth in the Original Declaration as set forth in this First Amended and Restated Declaration of Restrictive Covenants of the Clifton Ridge Unit No. 1 Subdivision (this *Declaration*).
3. The Original Declaration may be amended upon the written approval of Declarant and not less than 75% percent of the Owners (as defined herein), and, as of the date of this Declaration, Declarant owns more than 75% of the Lots currently subject to the Original Declaration.

Definitions

Covenants means the covenants, conditions, and restrictions contained in this Declaration.
Easements means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.
Lot means each tract of land designated as a lot on the Plat.
Multi-Family means more than one group of individuals related by blood, adoption, or marriage.
Owner means every record Owner of a fee interest in a Lot.
Plat means the Plat of the Property recorded under Clerk's File No. 2023015634 of the Official Public Records of Randall County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.
Renting means granting the right to occupy and use a Residence or Structure in exchange for the payment of money.
Residence means a detached building designed for and used as a dwelling by a Single Family (or a Multi-Family dwelling that is specifically permitted herein) and constructed on one or more Lots.
Single Family means a group of individuals related by blood, adoption, or marriage.
Structure means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.
Subdivision means the Property covered by the Plat and any additional property made subject to this Declaration.
Vehicle means any automobile, truck, motorcycle, boat, trailer, all-terrain vehicle, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use; Exception.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family, except that Declarant may develop Lot 1, Block 1 and Lot 1, Block 2 for Multi-Family use; and if such Lot is later sold by Declarant, then Declarant will note the designation of such Lot as permitted for Multi-Family use on the deed conveying such Lot, any subsequent purchaser of such Lot will be able to continue to use and/or further develop such Lot for Multi-Family use. If developed for Multi-Family use, such Lot shall contain at least two units, consisting of at least 950 livable square feet per unit. Upon the completion of construction of the first unit built on a Lot developed for Multi-Family use, the next unit shall be completed in 18 months, unless otherwise approved by Declarant.
2. *Prohibited Activities.* Prohibited activities are—
 - a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity;
 - d. any dumping of rubbish;
 - e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - f. any exploration for or extraction of minerals;
 - g. any keeping or raising of animals, livestock, or poultry, except as follows and only to the extent kept in a fenced yard or within the Residence: (i) for Lots of one (+/-) acre in size, (A) common domesticated household pets, such as dogs and cats, (B) chickens, (C) up to two total of any of the following: miniature

- goats, miniature cows, or miniature horses, and (D) one large horse, provided that if one large horse is kept on the Lot, only one miniature animal set forth in subsection (i)(C) above may be kept; and (ii) for Lots of two (+/-) acres in size, (A) common domesticated household pets, such as dogs and cats, (B) chickens, (C) up to two total of any of the following: miniature goats, miniature cows, or miniature horses, and (D) up to two large horses, provided that if two large horses are kept on the Lot, only one miniature animal set forth in subsection (ii)(C) above may be kept;
- h. any commercial or professional activity except reasonable home office use;
 - j. the renting of any Structure for less than six months;
 - k. the sublet of any lease for a Structure of any tenant;
 - l. the drying of clothes in a manner that is visible from any street;
 - m. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law and not exceeding 2 ft by 3 ft in size;
 - n. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
 - o. moving a previously constructed house onto a Lot;
 - p. interfering with a drainage pattern or the natural flow of surface water;
 - q. hunting, shooting, or discharge of any firearm, except as permitted by applicable law;
 - r. occupying a Structure that does not comply with the construction standards of a Residence;
 - s. allowing a guest, tenant, or other person who (i) is a registered sex offender or (ii) convicted of a felony, to reside at the Property; and
 - t. any racing or dangerous use of Vehicles.

D. Construction and Maintenance Standards

1. *Lots*
 - a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
 - b. *Subdivision Prohibited; Exception.* No Lot may be further subdivided, except that Declarant may subdivide any Lot into one (+/-)-acre tracts if such Lot is owned by Declarant at the time of the subdivision.
 - c. *Easements.* No easement in a Lot may be granted.
 - d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. All animal waste must be cleared from the Lot. All trash must be collected in bins in an enclosed area not visible to the public. Trash containers may only be placed at the curb of any street on the day of trash collection and pickup by a commercial waste management company.
2. *Residences and Structures*
 - a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision. No two Single-Family Residences may have the same floor plan, provided that Multi-Family Residences may have the same floor plan where approved by Declarant. No

bright or neon paint colors are permitted. It shall not be considered a violation of the aesthetic compatibility Covenant set forth in this Section D.2.a. for a Residence to be constructed in the style frequently referred to as a “barndominium,” provided that the Residence otherwise complies with the Covenants set forth herein.

- b. *Landscaping.* At least 25 feet from the front elevation of the Residence must be landscaped with trees, bushes, and sod and properly maintained with underground sprinkler systems. Xeriscaping is not permitted. At least two trees, with a height of 8 feet each, must be planted in the front yard and must be parallel to one another. No fruit-bearing trees are permitted in the front yards.
- c. *Solar Panels and Green Energy.* Solar panels on the roofs of a Residence or Structure are permitted, but must not be more than 20% visible from the road. Windmills are only permitted for stock tanks or ponds and must be no higher than 25 feet from the surface of the earth; all other windmills are prohibited, including those that generate electricity for a Residence or any outbuilding.
- d. *Maximum Height.* The maximum height of a Residence is 36 feet above grade.
- e. *Residence.* For Lots that are one (+/-) acre in size, the total area of a Single-Family Residence, exclusive of porches, garages, or carports, must be at least 1,350 livable square feet. For any Lots equal to or greater than two (+/-) acres in size, the total area of a Single-Family Residence, exclusive of porches, garages, or carports, must be at least 1,550 livable square feet. Construction of the Single-Family Residence on each Lot must be completed within 14 months from the start date of construction. Construction of outbuildings may not commence until construction of the Residence has commenced. The total area of a Multi-Family Residence, exclusive of porches, garages, or carports, must be at least 950 livable square feet per unit. For clarification, the Lot containing such Multi-Family Residence must contain at least two units, provided that each unit is at least 950 livable square feet. In no event shall any Lot contain only one unit or Residence less than 1,350 livable square feet, unless the Lot is being developed for Multi-Family use and the second unit is being constructed in accordance with Section C.1.
- f. *Outbuildings.* The total area of all outbuildings must not exceed a cumulative of 90% of the livable square footage of the Residence. The front elevation of any outbuildings must be aesthetically similar to the Residence.
- g. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. Each Lot shall contain minimum setbacks of 40 feet for the front lot line, 60 feet for the rear lot line, and 12 feet for the side lot lines. For any Lot that (1) has an existing Easement owned by Randall County or (2) is crossed by the pipeline, the Lot’s site plan must not violate any Easement related to items (1) and (2) above (regardless of the setback requirements). Such Lots shall be exempt from the minimum setback requirements set forth above, provided that the site plan and construction on such Lots shall be done in accordance with all requirements of Randall County and any applicable Easements. The requirements set forth in this Section D.2.g. shall not apply to Multi-Family Residences, provided that the site plan for such Multi-Family Residence must

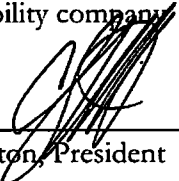
be approved by Declarant

- h. Garages.* Each Single-Family Residence must have at least a two-car garage attached to such Residence and accessed by a driveway. No Lot with a Single-Family Residence may have more than 5 garage stalls, whether or not attached to such Residence. The requirements set forth in the Section 2.h. shall not apply to Multi-Family Residences.
 - i. Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 60 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.
 - j. Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences. Backyards of the Residence must be fenced with wood fencing at least 6 feet in height, but no more than 8 feet in height, completely enclose the backyard of each Lot, and have at least two gates. Fences on the perimeter of the Lot may not be constructed with chain-link, pipe, barbed wire, or other fencing materials. Pens for horses or other permitted animals (in accordance with Section C.2.g.) may be fenced with pipe or wood rail fencing.
 - k. Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot.
 - l. Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
 - m. Landscaping.* Landscaping must be installed prior to occupancy.
3. *Building Materials for Residences and Structures*
- a. Roofs.* Only composition, metal or tile may be used on Residences and Structures. All roof stacks must be painted to match the roof color.
 - b. Air Conditioning.* Window-type air conditioners may not be used in a Residence.
 - c. Exterior Walls.* All Residences and the front elevation of outbuildings must have at least 25% percent of their exterior walls, including exposed foundation, of stone, brick, stucco, or masonry-based material, minus windows and doors. No exterior of any Residences or outbuildings may be composed of salvaged or reclaimed materials. All outbuildings must be completely enclosed, except for covered porches. No exterior of any outbuildings, except for outbuildings completely concealed from visibility of the street of the Lot, may be composed of premanufactured or prefabricated materials; however metal outbuildings are permitted as long as they otherwise comply with the terms of this Declaration.
 - d. Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, and all driveways must be at least 13 feet wide. All driveway approaches must include a culvert for drainage constructed in a manner consistent with requirements of Randall County, Texas. Lots that are one (+/-) acre in size must share a concrete approach and culvert with the adjoining Lot but must have separate driveways to each residence that are at least 13 feet wide.
 - e. Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. General Provisions

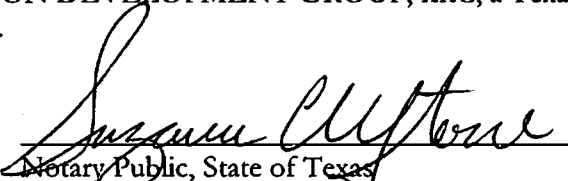
1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 75% percent of the Owners.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Annexation of Additional Property.* On written approval of Declarant and not less than 75% percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.
8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

CLIFTON DEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: 
Canyon J. Clifton, President

STATE OF TEXAS §
 §
COUNTY OF Randall §

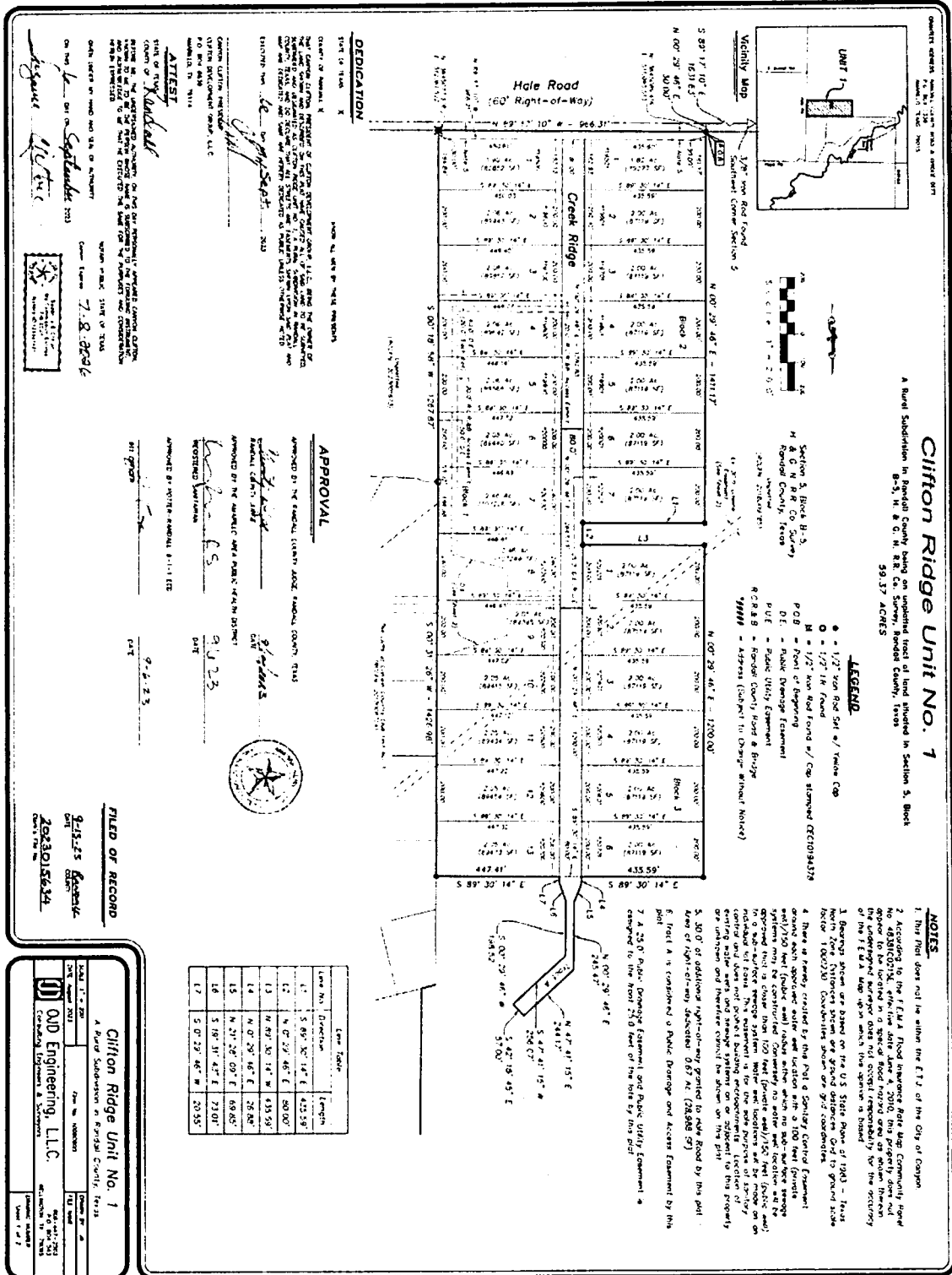
This instrument was acknowledged, sworn to, and subscribed before me this 19th day of July, 2024, by Canyon J. Clifton, President of CLIFTON DEVELOPMENT GROUP, LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas

After recording, please return to:
Hickman Law, PLLC
4902 Lexington Sq., Suite 100
Amarillo, Texas 79119



Exhibit "A" pg. 1 of 2



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Susan B. Allen

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Fee: \$53.00
Susan B. Allen, County Clerk
Randall County, Texas
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