

**DECLARATION OF RESTRICTIVE COVENANTS OF THE  
CLIFTON RIDGE UNIT NO. 1 SUBDIVISION**

**Basic Terms**

**Date:** September 25, 2023  
**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.

**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.

**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 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.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

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 for common domesticated household pets, such as chickens, dogs, cats, and no more than two horses, all confined to a fenced yard or within the Residence;
  - h. any commercial or professional activity except reasonable home office use;
  - i. the renting of the Residence;
  - 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 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.* No Lot may be further subdivided.
  - 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 Residences may have the same floor plan. No bright or neon paint colors are permitted.
  - b. *Landscaping.* At least 40 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.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,250 livable square feet. Construction of the 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.
  - f. *Outbuildings.* The total area of all outbuildings must not exceed a cumulative of 90% of the livable square footage of the Residence and must have a foundation of at least 6 inches thick. 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 65 feet for the front and rear lot lines and minimum setbacks of 15 feet for the side lot lines.
  - h. *Garages.* Each Residence must have at least a two-car garage attached to the Residence and accessed by a driveway. No Lot may have more than 5 garage stalls, whether or not attached to the Residence.
  - 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. Horse pens 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 35% percent of their exterior walls, including exposed foundation, of stone, brick, or stucco, 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.
  - 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



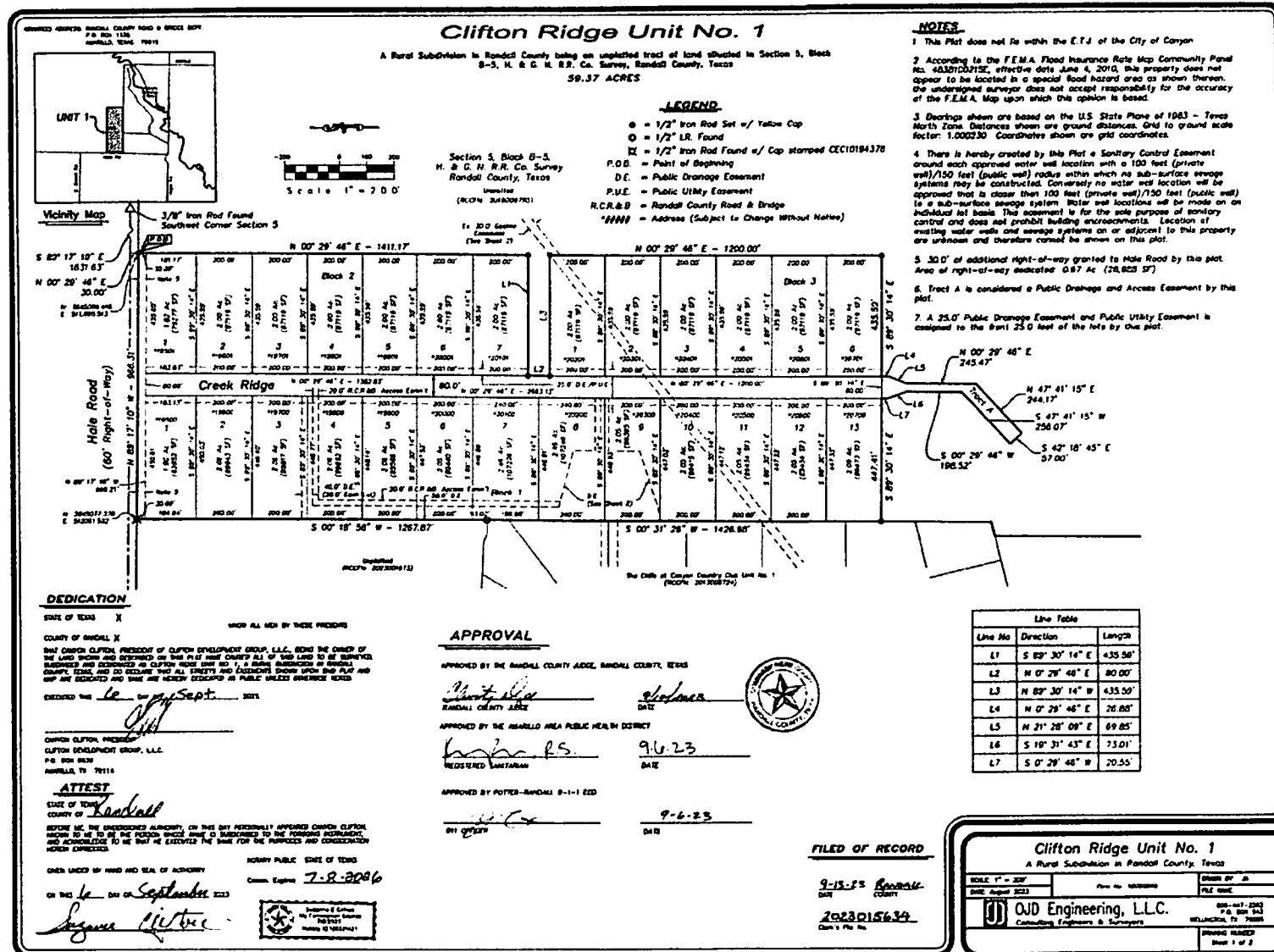


Exhibit 'A' pg. 1 of 2

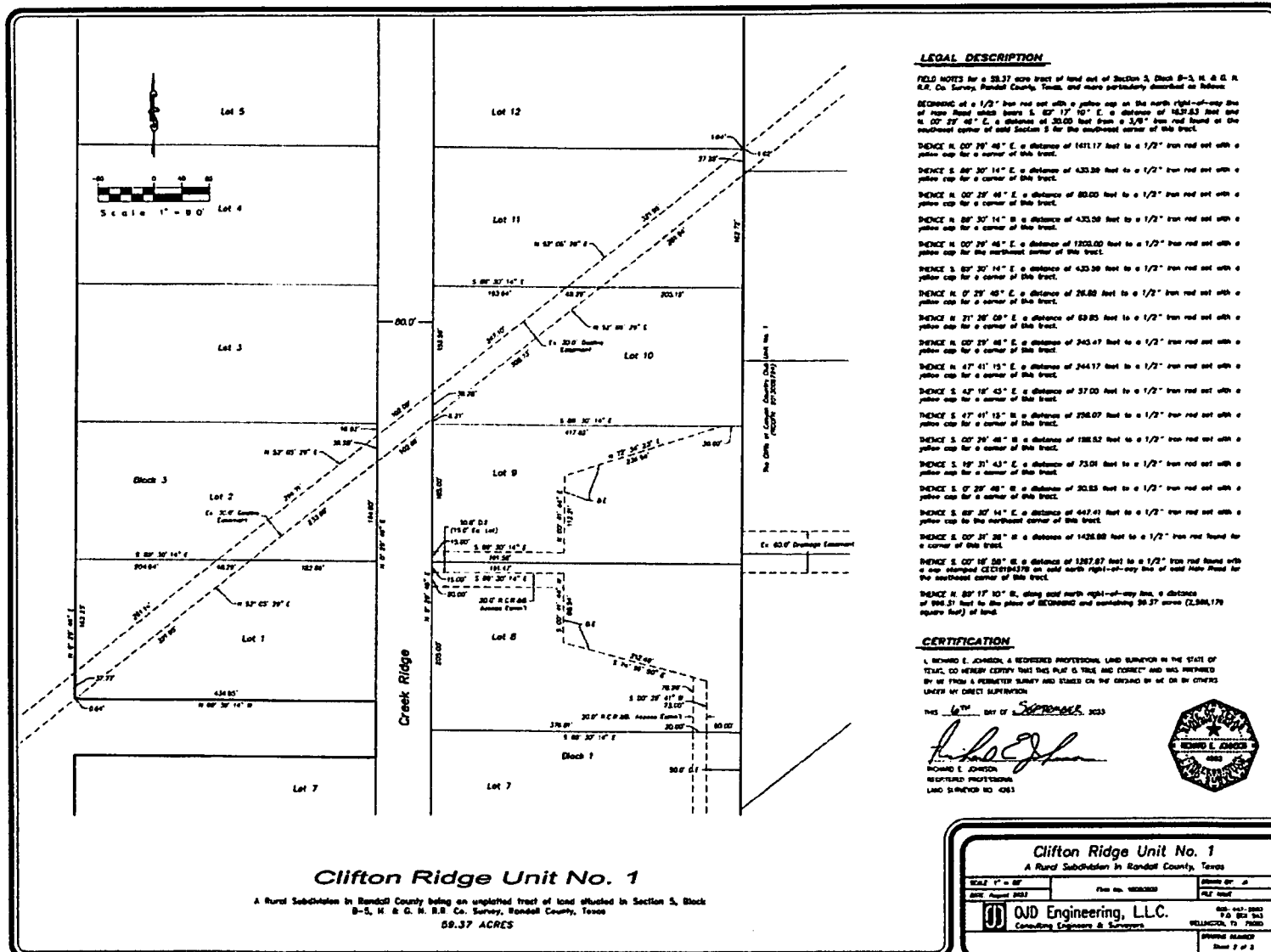


Exhibit "A" pg. 2 of 2

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Susan B. Allen*

2023016358  
09/26/2023 03:34:59 PM  
Fee: \$50.00  
Susan B. Allen, County Clerk  
Randall County, Texas  
REST