

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WEDGEWOOD ADDITION UNIT NO. 2

This Declaration of Covenants, Conditions, and Restrictions for Wedgewood Addition Unit No. 1 is made by Axe Development, LLC, a Texas limited liability company (“Axe Development”).

RECITALS

A. Axe Development is the owner of the following described property (the “Land”), which Declarant intends to be developed as a single-family residential subdivision:

All of Wedgewood Addition Unit No. 2, a Suburban Subdivision to the City of Amarillo out of Section 67, Block 9, B. S. & F. Survey, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Clerk’s File No. 2023013356.

B. Each Lot is also subjected to the “Wedgewood Master Declaration” recorded in the Official Public Records of Randall County, Texas, under Clerk’s File No. 2020025711, and any amendments or modifications thereto.

C. **IMPORTANT NOTICE:** THE RECORDING OF THIS DOCUMENT IN THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS, SERVES AS CONSTRUCTIVE NOTICE TO ALL PERSONS THAT THE SUBDIVISION IS SUBJECT TO THE TERMS OF THE GOVERNING DOCUMENTS, INCLUDING THESE RESTRICTIONS AND THE MASTER DECLARATION. ALL PERSONS ARE CONSIDERED TO HAVE NOTICE OF THE CONTENTS CONTAINED IN SUCH DOCUMENTS REGARDLESS OF WHETHER SUCH PERSONS HAVE READ THEM. **IF YOU DO NOT UNDERSTAND THE EFFECT OF THE CONTENTS OF SUCH DOCUMENTS, CONSULT AN ATTORNEY BEFORE PURCHASING ANY PROPERTY INCLUDED IN THE SUBDIVISION.**

D. **NOTICE OF STATUTE:** EACH OWNER OF A LOT IS ADVISED THAT SECTION 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.

E. The Land is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in these Restrictions which:

- (1) are for the purpose of establishing a general scheme for the development and use of the Land and for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Land;
- (2) run with title to the Land and are binding on all parties having or acquiring any right, title, or interest in the Land or any part thereof; and
- (3) inure to the benefit of each owner of a lot within the Subdivision.

F. Each Owner and occupant of a Lot agrees to comply with these Restrictions and agrees that failure to comply may subject such Owner and/or occupant to a fine, damages, and/or injunctive relief.

DECLARATION

Now, therefore, the above Recitals are adopted and the covenants, conditions, and restrictions contained in these Restrictions are adopted, established, and imposed upon the Land. The Land will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject thereto.

Article 1
DEFINITIONS

Defined terms are set forth Schedule 1 attached hereto.

Article 2
RESTRICTIONS ON USE OF LOTS

2.1 **Residential Use.** All Lots are to be used for single-family residential purposes only, unless otherwise indicated on the Plat. No building or structures may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot and other buildings and structures permitted herein or approved in writing by the ARC. No structure shall be occupied as a residence except for a Residence that complies with the requirements for Residence set forth in Article 3. Nothing in this Section 2.1 prohibits an Owner's use of a Residence for quiet, inoffensive activities such as a home office, home profession, or a hobby so long as such activities (i) do not materially increase traffic on the streets or the number of cars parked on the Lot or Street, (ii) do not interfere with other Owners' use of Streets and the enjoyment of their Residences and yards, (iii) are incidental to the primary use of the Residence as a single-family dwelling, and (iv) are in compliance with any laws, regulations, or ordinances. Nothing in this Section 2.1 prohibits Declarant's or a Homebuilder's temporary use of a Residence as a sales office or model home if such use has been authorized in writing by Declarant.

2.2 **Single-Family Use.** No Residence may be occupied except by one family consisting of persons related by blood, adoption, or marriage, or by no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household employees who are being paid a reasonable salary for their services.

2.3 **Subdivision Prohibited.** No Lot may be further subdivided, or its boundary lines changed, without the ARC's written consent; provided, however, Declarant may subdivide, change the boundary line of, or replat any Lot it owns.

2.4 **Consolidation of Lots.** An Owner who owns a Lot plus one adjoining Lot may consolidate the two Lots into a single building site so long as a portion of the Residence constructed on the Lots is positioned across the lot line between the two adjoining Lots. An Owner who desires to consolidate more than two Lots into a single building site must first seek the written approval of the ARC, which if approved, may include additional restrictions upon the consolidated Lots, including, but not limited to, the location of the Residence and any other Structure upon the consolidated Lots.

2.5 **Temporary Structures.** No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) Structures permitted under Article 4; and (ii) a temporary construction trailer or portable toilet placed on a Lot by a builder during construction of the Residence on that Lot.

2.6 **New Construction Only.** Except as allowed by Article 4, no previously constructed house, prefabricated structure, or any type of building may be moved onto a Lot from another location unless approved in writing by the ARC. All structures on a Lot must be constructed on the building site at the Lot unless otherwise approved in writing by the ARC.

2.7 **Maintenance of Structures.** Each Owner must:

- (a) maintain the exterior of the Residence, Accessory Buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
- (b) replace worn and rotten materials;

- (c) regularly repaint or restain all exterior painted and stained surfaces; and
- (d) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate.

2.8 Vehicles. No Vehicle may be parked for storage on a Lot nor on any non-paved portion of a Lot unless the view of the Vehicle is concealed from all other lots and streets within the Subdivision. This restriction does not apply to any Vehicle temporarily parked and used for the construction, maintenance, or repair of a Residence on the Lot where the Vehicle is parked. Only passenger automobiles, passenger vans, and pickup trucks not larger than a one-ton pickup, all of which must be in operating condition, have current license plates and inspection stickers, and be in regular use as motor vehicles on the streets and highways of the State of Texas, may be temporarily parked on a Lot where visible from the Street. No Vehicle may be used as a residence or office temporarily or permanently. A driveway, Street, or unfenced portion of a Lot may not be used for repair, maintenance, or restoration of Vehicles except for emergency repairs, and then only to the extent necessary to enable movement of the Vehicle off the driveway, Street, or unfenced portion of the Lot.

2.9 Hazardous Materials. No vehicles of any size that transport flammable, explosive, or hazardous cargo may be kept on the Land at any time.

2.10 Prohibited Animals. No animals, livestock, or fowl of any kind may be raised, bred, or kept on the Land except dogs, cats, and other household pets to provide companionship for the occupants of the Residence. Animals are not to be raised, bred, or kept for commercial purposes or for food. No cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, quail, pheasant, chickens, turkeys, ostriches, emus, skunks, or any other similar animal or fowl may be kept on a Lot. No pet may be kept on a Lot if the pet interferes with the quietude, health, or safety of the community.

2.11 Outdoor Pets. Pets must be restrained or confined on the back of the Lot inside a fenced area or within the Residence unless the pet is properly supervised and leashed and does not create a threat or a nuisance. It is the pet owner's responsibility to keep the Lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep their dogs from excessive barking so as not to disturb other Owners. All pets must be properly supervised. Owners must clean-up and remove all of their pets' debris when walking or exercising their pets on the Streets.

2.12 Junk/Trash. No portion of the Land may be used as a dumping ground for junk, dead tree limbs, rubbish, or as a site for the accumulation of unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, or discarded appliances or furniture. Trash Containers must be used and maintained as set forth in Article 4.8.

2.13 Antennas. Except with the written approval of the ARC, no antenna, disc, satellite dish, or other equipment for receiving or sending over-the-air reception of television broadcast signals, multichannel multipoint distribution service, or direct broadcast satellite services (collectively, "Antennas") shall be located on any Lot so that it is visible from the Street that the Residence located on such Lot fronts; provided, however, one Antenna no larger than 36 inches in diameter may be located so that it is visible from the Street so long as such Antenna is located on the back one-half of the Residence. In the event it is impossible for an Owner to receive an adequate signal from a location allowed in this Section 2.13, the installation of the Antenna on such Owner's Lot shall be subject to any rules and regulations that may be promulgated by the ARC setting out the allowed alternate locations(s) for such Antenna. Notwithstanding anything to the contrary contained herein, any

restriction(s) contained herein with respect to Antennas, (i) is not an attempt to violate the Telecommunications Act of 1996, as such Act may be amended from time to time, and (ii) shall be interpreted to be as restrictive as possible while not violating the Telecommunications Act of 1996.

2.14 Solar Energy Devices. Subject to terms of this Section 2.14, Owners may install Solar Energy Devices on the roof of a Residence, on the roof of another permitted improvement on a Lot, in a fenced yard or patio, or in another location approved in writing by the ARC (collectively, the “**Approved Locations**”). Prior to installing a Solar Energy Device, an Owner shall submit its Plans for the Solar Energy Device to the ARC and obtain the ARC’s written approval of such Plans. The ARC shall approve or disapprove of the Owner’s Plans within 60 days of the date the ARC receives the Owner’s Plans. A Solar Energy Device may not be located anywhere on a Lot except the Approved Locations unless an alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in one of the Approved Locations. A Solar Energy Device located on a roof (i) may not extend higher than the dwelling’s or other permitted improvement’s roofline, (ii) may not have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, and (iii) shall conform to the slope of the roofline and have a top edge that is parallel to the roofline. A Solar Energy Device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio in which the Solar Energy Device is located. A Solar Energy Device shall not be installed on a Lot in a manner that voids material warranties. A Solar Energy Device that, as adjudicated by a court, threatens the public health or safety or violates a law, is prohibited. The ARC may not withhold approval if the guidelines of this Section 2.14 are met or exceeded unless the ARC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities; provided, however, the written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes *prima facie* evidence that substantial interference does not exist.

2.15 Wind Generators. During the Development Period, no wind generator, wind turbine, or other device designed to convert wind to usable wind energy (“**Wind Generator**”) may be installed or maintained on any Lot unless approved in writing by the ARC, which approval may be withheld by the ARC for any reason or no reason at all, in the sole discretion of the ARC. Once the Development Period ends, a single Wind Generator may be installed and maintained on any Lot provided that it meets the following requirements: (i) if located on a Residence or other Structure, is on a portion of a such Residence or Structure that does not face a Street; (ii) is located behind the rear building line of the Residence on the Lot; (iii) is not mounted on a pole; and (iv) is approved in writing by the ARC and meets any other requirements imposed by the ARC.

2.16 Signs. No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than sixteen square feet advertising the Residence for rent or sale, (ii) signs of not more than sixteen square feet used by a Homebuilder during construction and sales periods, (iii) signs used by Declarant to advertise the Land during the Development Period, and (iv) one or more signs not larger than four feet by six feet each advertising a political candidate or ballot item for an election beginning on the ninetieth (90) day before the date of the election to which the sign relates and continuing through the tenth (10th) day after the date of the election to which the sign relates, but only one sign for each candidate or ballot item. All signs shall be ground-mounted, and a Owner shall not display a sign that (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components; (ii) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other

existing structure; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) violates a law; (vi) contains language, graphics, or any display that would be offensive to the ordinary person; (vii) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists, or (viii) contains words such as “distressed”, “foreclosure”, or “bankruptcy” in advertising a property for sale or rent. Declarant or the ARC may remove a sign displayed in violation of this Section 2.16.

2.17 Clothes Drying/Yard Equipment. An enclosure, as approved by the ARC, must be constructed to screen from public view clothes drying facilities, yard maintenance equipment, and other equipment and materials. The drying of clothes in public view is prohibited.

2.18 No Fires. No burning of anything is permitted anywhere on the Land except (i) within fireplaces in Residences, (ii) within outdoor wood burning structures approved in writing by the ARC, and (iii) outdoor cooking on appropriate outdoor cooking equipment.

2.19 Hunting and Shooting Prohibited. Hunting, shooting, and the use of firearms on the Land are prohibited except to protect life or property.

2.20 Noxious, Offensive, and Illegal Activity Prohibited. No Lot or improvement may be used for manufacturing purposes of any kind. No noxious or offensive activity shall be carried on upon any Lot, and nothing may be done which is or may become an annoyance, danger, or nuisance to the neighborhood. No illegal activity shall be carried on upon any Lot. Any activity which emits an obnoxious odor that can be smelled outside of any building is prohibited. No outside burning shall be permitted within the Subdivision. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building) shall be prohibited.

Nothing shall be done or maintained on any part of a Lot which creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Owners or occupants of other Lots. No exterior speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision by the Owners and occupants.

2.21 Oil Drilling Operations. No oil drilling, oil development operation, oil refining, or quarrying, exploration for or extraction of minerals, or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any Lot. No derrick or other structure designed for use of boring for oil and/or natural gas shall be erected, maintained or permitted on any Lot.

2.22 ATVs, UTVs, Motorized Dirt Bikes, Etc. The following are prohibited:

- a. the construction on a Lot or use of any tracks, courses, jumps, or trails for motorcycles, dirt bikes, all-terrain vehicles (ATVs), utility task vehicles (UTVs), or other recreational vehicles;
- b. the operation in the Subdivision of any motorcycle, dirt bike, ATVs, UTVs, or other recreational vehicle in such a manner that it or the sound it emits is an annoyance, a nuisance, or causes stress, discomfort, or injury to a person of ordinary sensibilities; and

- c. the operation of any motorcycle, dirt bike, ATVs, UTVs, or other recreational vehicle within any construction areas or undeveloped areas.

**Article 3
RESIDENCES**

3.1 **ARC Approval Required for Residences.** No Residence or Improvement shall be erected, placed, or altered on any Lot until the Plans for such Residence or Improvement have been submitted to and approved in writing by the ARC in accordance with the procedures set forth in Article 3 of the Master Declaration.

3.2 **Front of Residence.** Unless otherwise approved in writing by the ARC, a Residence must be located so that it faces the Street abutting the Lot upon which the Residence is located. For the following Lots, the Residence must face the "Front Street" designated below, unless otherwise approved in writing by the ARC:

<u>Lot</u>	<u>Front Street</u>
Lots 1 and 8, Block 15; Lots 1 and 6, Block 16; and Lots 9 and 15, Block 12	Flatrock Terrace
Lots 9 and 16, Block 15; and Lots 7 and 12, Block 16; and Lots 1 and 5, Block 17	Shadow Bend Avenue
Lots 6 and 10, Block 17	Bethpage Avenue
Lots 1 and 14, Block 1	Spanish Bay Drive
Lots 1 and 16, Block 18	Turtle Bay Drive
Lots 17 and 32, Block 18	Twin Hills Drive
Lots 1 and 7, Block 19	Brookside Drive
Lots 10 and 18, Block 11; Lots 1 and 8, Block 12;	Bethel Springs
Lots 1 and 9, Block 11, Lot 1 and 10, Block 8	Wedgewood Avenue

Further, in the event of a question regarding what direction a Residence must face that is not otherwise addressed in this Section 3.2, the ARC shall have the sole authority to designate the direction that the Residence must face. When the ARC has the authority to designate the direction that a Residence must face, the ARC's designation shall be provided in connection with its review and approval of the Plans for a Residence pursuant to Section 3.1.

3.3 **Setback Requirements.** Except as otherwise provided in this Section 3.3, no Residence or Structure shall be located on any Lot nearer than:

- (a) **20 feet** from any Street or public right-of-way;
- (b) intentionally omitted;

- (c) **50 feet** from the Front Lot Line;
- (d) **15 feet** from a Side Lot Line; and
- (e) **20 feet** from a Rear Lot Line.

Further, except as otherwise provided in this Section 3.3, no Residence shall be located further than **51 feet** from a Front Lot Line. Setbacks are measured as the distance between the applicable Lot Line and the closest point of any part of the Residence or Structure to the applicable Lot Line. Adjoining lots that are consolidated in accordance with Section 2.4 are considered to be one Lot for the purpose of determining setbacks. Notwithstanding anything to the contrary contained in this Section 3.3, the ARC shall have the right to determine or modify the setback requirements for each Lot based on, but not limited to, the following factors: the Plans for each Lot, the unique shape of each Lot, and the manner in which each Lot is situated in comparison to adjacent Lots and the Structures that have already been constructed on adjacent Lots.

The following Structures are expressly excluded from the setback restrictions: (i) Structures below and covered by the ground; (ii) steps, walks, uncovered patios, driveways, and curbing; and (iii) fences described in Subsections 4.3(c), and (iv) any other Structure exempted from the setback restrictions by the ARC on a case-by-case basis through the Plan review process set forth in Article 3 of the Master Declaration. In no event shall the ARC exempt any Accessory Building from the setback restrictions with respect to a Side Lot Line.

3.4 Barndominiums Prohibited. No metal buildings, such as barndominiums, may be used as a Residence.

3.5 Height of Residence. No Residence may be more than two stories in height above ground unless otherwise approved in writing by the ARC.

3.6 Garage Required. Unless otherwise approved in writing by the ARC, each Residence must have a minimum of a two-car attached garage, which must conform in design and materials with the main structure of the Residence. Carports are not permitted. Unless otherwise approved in writing by the ARC, a garage shall be situated on a Lot in such a manner that the garage door or garage entry will face not less than a forty-five degree angle away from the Street that Residence on the Lot fronts.

3.7 Minimum Floor Area. The total air-conditioned living area of the Residence, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, basements, and detached buildings, must be at least 2,300 square feet. Any Residence that has more than one story above ground shall contain a minimum of 1,500 square feet of air-conditioned living area on the ground floor.

3.8 New Materials. All building materials must be new unless approved in writing by the ARC; however, used brick is acceptable.

3.9 Exterior Walls and Trim. Unless otherwise approved in writing by the ARC, the exterior of each Residence must be earth tone colors. Unless otherwise approved in writing by the ARC, the exterior walls of each Residence constructed on a Lot must be at least 70% brick, brick veneer, stone, or stone veneer, or any combination of brick and stone materials, and the remaining 30% may be other masonry material, synthetic stucco, or stucco. Any other siding may be used only if approved in writing by the ARC. All chimneys must be 100% brick, brick veneer, stone, or stone veneer unless otherwise approved in writing by the ARC.

3.10 **Roofing Materials.** Unless otherwise approved in writing by the ARC, roof colors for Residences shall consist of the following: black, charcoal, gray, brown, or similar dark colors. Unless otherwise approved in writing by the ARC, all roofs for Residences must either be:

- (a) laminated shingles with at least a 30-year warranty by the manufacturer; or
- (b) cement, clay, or plastic tiles.

3.11 **Roof Pitch.** All roofs must have a minimum pitch of 6 and 12 unless otherwise approved in writing by the ARC.

3.12 **HVAC Systems.** Exterior heating, ventilation, and air conditioning systems (“HVAC”) systems may not be installed in front of a Residence. HVAC systems may not be installed on the roof of a Residence where they are visible from any Street unless approved by the ARC in writing. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Residence or at any other location where it is visible from any Street.

3.13 **Underground Utilities.** All utilities must be installed underground.

3.14 **Water Wells.** Water wells must be located as per setbacks on the Plat, if any, and shall comply in all respects with all applicable laws and regulations. The water well is to be located on the front fifty percent (50%) of the Lot and approved by the county health department. Only submersible pumps having not more than two horsepower in capacity shall be used in a water well located on a Lot. No above-ground irrigation motors or similar devices (whether gasoline or electric) shall be used on any Lot. No water wells shall be drilled within 15 feet from a Side Lot Line or within 20 feet from a Street or public right-of-way. All water produced from a well located on a Lot shall be utilized solely on the Lot where the well is located for domestic purposes only.

3.15 **Septic Systems.** No open cesspools, outside toilets or privies shall be erected, constructed, or maintained on any Lot. A metal, concrete, or manufactured septic tank of a minimum of 1500 gallons with adequate subterranean field tile shall be installed for servicing each Residence constructed on a Lot, unless otherwise approved in writing by the ARC. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water. Septic systems must be located as per setbacks on the Plat, if any, and shall comply in all respects with all applicable laws and regulations. The septic system is to be located in the back fifty percent (50%) of the Lot and must be approved by the county health department.

3.16 **Driveways and Sidewalks.** All driveways and sidewalks must be constructed of concrete. Each driveway shall be a minimum of twelve feet (12’) wide and shall accommodate at least three vehicles for off-street parking. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius into the driveway entrance and shall not impede or alter proper drainage of water.

Article 4

STRUCTURES AND IMPROVEMENTS OTHER THAN RESIDENCES

4.1 **ARC Approval Required.** Except as set forth in Sections 4.5 and 4.6, no Structure or Improvement of any kind or nature, including, but not limited to, fences, swimming pools, and Accessory Buildings, shall be erected, placed, or altered on any Lot until the Plans for such Structure or Improvement have first been submitted to and approved in writing by the ARC in accordance with the procedures set forth in Article 3 of the Master Declaration.

4.2 **Setback Requirements.** Setback requirements for Structures are set forth in Section 3.3 above.

4.3 **Fences.** As set forth in Section 4.1, the Plans for all fences must be approved by the ARC. Additionally, fences shall meet the following requirements:

(a) *No Fence in Front Yard.* No fence or wall, or hedge that serves as a barrier, shall be located nearer to the Front Lot Line than the front of the Residence, unless otherwise approved in writing by the ARC.

(b) *Privacy Fence.* A “privacy fence” (as “privacy fence” is hereinafter defined) may but is not required to be constructed on each Lot. Any privacy fence shall meet the requirements set forth below unless otherwise approved in writing by the ARC. A “privacy fence” shall refer to a fence constructed to screen a portion of the Rear Yard from the view of neighboring Lots. Privacy fences shall be made of cedar pickets or similar and shall be of such design and construction as to conform to the design of the Residence. Additional privacy fencing may be allowed to enclose a swimming pool, a Vehicle, or for some other concern, provided that the ARC has first approved the location of the additional privacy fencing and the materials and design to be utilized to construct the additional privacy fencing.

(c) *Perimeter Fence.* A perimeter fence may but is not required to be constructed on each Lot. Perimeter fences shall be constructed of such materials and design as approved by the ARC, maybe a privacy fence as set forth above, but shall not include chain-link or solid sheet metal. All perimeter fences shall be located wholly within the boundaries of a Lot and shall not encroach across such boundaries; provided, however, that the Owners of adjoining Lots may agree to construct a fence along the common boundary of such Lots, which extends onto each Lot. To the extent any such common perimeter fence is constructed, the Owners of the Lots on which it is located shall be jointly and severally responsible for the maintenance and repair thereof.

4.4 **Accessory Buildings.** As set forth in Section 4.1, the Plans for all Accessory Buildings (except as set forth in Sections 4.6 and 4.7), must be approved by the ARC. Additionally, Accessory Buildings shall meet the following requirements:

(a) *Timing of Construction.* Unless otherwise approved in writing by the ARC, no Accessory Building may be placed upon a Lot until after the commencement of construction of the Residence located upon such Lot. Unless otherwise approved in writing by the ARC, no Accessory Building may be constructed or placed on a Lot until the construction of the Residence located on such Lot is completed.

(b) *Location and Front.* All Accessory Buildings shall be constructed on flatwork or a driveway attached to the Residence and must face the Street that the Residence is required to face pursuant to Section 3.2, except (i) any Accessory Building that meets the requirements of Section 4.7, or (ii) as otherwise approved in writing by the ARC. Extension of the flatwork or driveway to accommodate an Accessory Building will not be permitted unless such extension is approved in writing by the ARC, which approval will not be unreasonably withheld.

(c) *Materials.* The exteriors of all Accessory Buildings shall be constructed with (i) the same materials used for the exterior of the Residence located on the Lot, (ii) of other masonry material, which, in the ARC’s sole discretion, is harmonious with the exterior of the Residence located on the Lot, or (iii) metal with a factory applied non-reflective painted finish.

All building materials for Accessory Buildings must be new unless approved in writing by the ARC; however, used brick is acceptable.

(d) *Harmonious with Residence.* All Accessory Buildings must be, in the ARC's sole discretion, visually harmonious with the Residence. In determining whether an Accessory Building is visually harmonious with the Residence, the ARC may consider factors such as construction details, roof pitch, whether the Accessory Building will have matching or complementing dominant colors, and any other factor the ARC deems pertinent. No flat roofs will be permitted and the roofline of any Accessory Building shall not be higher than the Residence.

4.5 Spas, Hot Tubs, and Swimming Pools. As set forth in Section 4.1, the Plans for all spas, hot tubs, swimming pools, and enclosures for such items must be approved by the ARC. An above-ground spa or hot tub may be constructed on a Lot subject to any requirements imposed by the ARC, including but not limited to fencing. Any in-ground swimming pool shall be located between the Residence and the Rear Lot Line and shall be securely enclosed by a fence and gates designed to prevent children and animals from accidentally entering the pool enclosure. An enclosed in-ground pool may be constructed either in the back yard of the Residence or as a separate structure, provided that the enclosure for such pool shall be of the same materials used on, and in the same architectural style, as the Residence

4.6 Playground Equipment. Trampolines, jungle gyms, swing sets, children's playhouses, and other types of playground equipment may be placed on a Lot without first seeking the approval of the ARC so long as such items are no greater than ten feet in height.. If the foregoing requirement will not be satisfied, the ARC's written approval must be first be obtained before placing the playground equipment on the Lot.

4.7 Prefabricated Storage Buildings and Dog Houses. A prefabricated storage building, dog house, or other building of a similar nature may be placed on a Lot without first seeking the approval of the ARC so long as such building is (a) no greater than ten feet in height; (b) located entirely inside a fence that is at least five feet tall; and (c) harmonious in color to the Residence located on the Lot. If the foregoing requirements will not be satisfied, the ARC's written approval must be first be obtained before placing the building on the Lot.

4.8 Trash Containers. Trash Containers or receptacles are governed by Article 2.12 above. Each Owner, at the Owner's expense, shall contract with a public or private trash service for the regular pickup of all trash and other debris. Dumpsters are not permitted. Lots are designed for trash pick-up from the street that abuts the Front Lot Line. Trash containers will be roll-off containers as approved by the ARC, the County of Randall, Texas (or any other governmental agency or entity with jurisdiction over the pick-up of trash) and by the private trash service providing trash removal service to the Owner. The Owners shall follow all rules and regulations established by the County of Randall, Texas or their private trash removal service for the pick-up of trash and debris. The Trash Containers shall not be placed in the front of the Residence for pick-up on a permanent basis, but generally on the day of such pick up or a day prior to the day scheduled for the garbage pick-up service. At all other times, Trash Containers will be stored in the garage, on the side of the Residence, or screened from view of the Street and other Lots.

Article 5 CONSTRUCTION PROCEDURES

5.1 Completion of Construction. All Residences and other Structures must be completed within 12 months from the date construction is commenced unless such time period is extended by the ARC in writing.

5.2 Portable Sanitary Systems. During construction on any Lot, each builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until the construction is completed. The portable sanitary system must be located at the rear of the Lot and must be timely serviced and cleaned to prevent odors.

5.3 Storage of Building Materials. No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. During construction, material must be placed only within the property lines of the Lot upon which the improvements are to be erected. Construction and use of material must progress without undue delay.

5.4 Construction Debris. During construction on a Lot, the builder must put all construction trash that is susceptible to being blown from the construction site in a container approved by the ARC to prevent trash from blowing off the construction site. The container must be emptied periodically so there is always room for the trash. Builders must prevent, to the extent possible, construction trash from blowing out of the container and off the construction site. Each Owner is responsible for the control of and the disposal of left over construction material and construction debris. No construction material or construction debris may be dumped on any of the Land except on the building site and must be periodically removed so that the building site is cleaned of construction material and debris.

5.5 Temporary Construction Fence. Notwithstanding anything to the contrary contained in Article 4, if approved in writing by the ARC, a temporary construction fence made of chain link or wire may be used to surround a construction site.

Article 6 LANDSCAPING AND LOT APPEARANCE

6.1 Landscape Requirements. Unless otherwise approved in writing by the ARC, each Owner must comply with the requirements of this Article 6. The requirements set forth in Sections 6.2, 6.3, and 6.4 must be completed prior to the occupancy of the Residence.

6.2 Lawns. Unless otherwise approved in writing by the ARC, each Lot on which a Residence is located shall have a Front Yard Lawn (as defined herein) that is planted to grass and irrigated to maintain the lawn's health and appearance. If approved in writing by the ARC, artificial turf may be used for the Front Yard Lawn in lieu of planting grass. For the conservation of water and for uniformity, the Front Yard Lawn shall be limited in size as follows:

(a) as a minimum size, the irrigated portion of the lawn must cover all of the area from the front of the Residence to the Front Lot Line, excepting;

- (i) areas used for driveways or walkways;
- (ii) areas used for ornamental flower beds and similar uses approved by the ARC; and

(iii) areas used for xeriscaping as allowed below.

(b) as a maximum size, the lawn may extend no further than ten (10) feet outside of the edge of the residence.

Provided, however, reasonable xeriscaping may be allowed by the ARC in place of the Front Yard Lawn in the ARC's sole discretion.

For the Back Yard Lawn, there is no minimum irrigated area size; However, the total area irrigated lawn in the Back Yard Lawn may not extend more than 50 feet from the back of the Residence, nor more than 10 feet outside the edge of the Residence.

Except for the Front Yard Lawn and the Back Yard Lawn, irrigation is prohibited for the upkeep of grass, lawns, or other ornamental groundcover or plants. Irrigation of gardens is allowed provided that all reasonable techniques for the conservation of water are followed to minimize water usage.

6.3 Trees. Each Lot on which a Residence is located shall have at least two trees in the Front Yard.

6.4 Irrigation System. An automatic underground irrigation system adequate to suitably water all landscaping in the Front Yard of each Lot shall be installed and maintained on each Lot. Each Lot on which a Residence is located shall have an underground water sprinkler system for the Front Yard for the purpose of providing sufficient water to preserve and maintain the landscaping in the Front Yard. Said sprinkler system must be properly maintained and must be operated on a regular basis to maintain said landscape in a healthy and attractive condition. Further, an automatic underground irrigation system may, but is not required to be, installed to water any other portion of a Lot.

6.5 Maintenance of Landscaping. Each Owner shall maintain such Owner's Lot and its landscaping in a neat and attractive manner and shall not permit weeds, vegetation, or grass to grow in an unsightly or unattractive manner on the Lot. Additionally, unless prohibited by any requirements or regulations of any applicable governmental authority, each Owner shall maintain the area adjacent to such Owner's Lot that is within the platted Street(s) up to the edge of the pavement, and shall not permit weeds, vegetation, or grass to grow in an unsightly or unattractive manner in such area. The Owner's maintenance obligations include, but are not limited to, responsibility for:

- (a) watering and fertilizing all landscaping;
- (b) pruning trees;
- (c) mowing weeds and grass, including in the drainage ditches;
- (d) insect control for all landscaping;
- (e) maintaining the Lot in a sanitary and attractive manner; and,
- (f) maintaining the irrigation system in good operating condition.

6.6 Vacant Lots. An Owner of a Lot without a completed Residence must keep such Lot reasonably free of weeds and debris and must maintain the Lots in a neat and attractive manner at the Owner's own cost an expense.

6.7 Landscape Easement. If any Owner fails to comply with any of the requirements of this Article 6, the ARC, Declarant, or its assigns may, at its option, enter upon the Owner's Lot to perform the obligations imposed by this Article 6 and shall not be deemed guilty of trespass by reason of such entry. The Owner of the affected Lot will be obligated, when presented with an itemized statement, to reimburse the ARC or Declarant for the cost of the work.

Article 7
EASEMENTS

7.1 **Easements Shown on Plat.** The Plat and all easements and other matters affecting the Land shown thereon are part of these Restrictions and are incorporated by reference herein.

7.2 **Utility Easements.** A non-exclusive public utility easement (which is labeled on the Plat as "P.U.E.") for installation, maintenance, repair, and removal of utilities facilities over, under, and across an area fifteen feet (15') wide along each Lot Line that abuts a Street is reserved by Declarant for itself and all utility and CATV companies and their respective successors and assigns, serving the Subdivision (the "**Utility Easement Area**"). No Improvement or Structure shall be constructed or placed in the Utility Easement Area without the prior written consent of the ARC and any applicable governmental entity. Full rights of ingress and egress shall be had by Declarant and all utility and CATV companies serving the Subdivision, and their respective successors and assigns, at all times over the Subdivision for the installation, operation, maintenance, repair, or removal of any utility within the Utility Easement Area together with the right to remove any obstruction (excluding, however, any driveway, fence or other Structure or Improvement that was previously approved in writing by the ARC) located in such Utility Easement Area that would interfere with the use of such easement, or with the use, maintenance, operation or installation of such utility.

7.3 **Drainage Easements.** Drainage easements are reserved as follows:

- (a) *Public Drainage Easement.* A non-exclusive public drainage easement for the flow of storm water and for installation, maintenance, repair, and removal of drainage facilities is reserved by Declarant for itself and its successors and assigns for the benefit of the public, over, under, and across the following areas (which are labeled on the Plat as "D.E.") (the "**Public Drainage Easement Area**"): (i) an area fifteen feet (15') wide along each Lot Line that abuts a Street, and (ii) an area fifty feet (50') wide along the border of Lots 6 and 7, Block 14, as shown on the Plat. No Improvement or Structure shall be constructed or placed in the Public Drainage Easement Area without the prior written consent of the ARC and any applicable governmental entity. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the area within Lots 6 and 7, Block 14, labeled on the plat as a Public Maintenance Easement (M.E.) and over other reasonable areas of the Subdivision adjacent to the Public Drainage Easement Area for the installation, operation, maintenance, repair, or removal of any drainage facilities within the Public Drainage Easement Area together with the right to remove any obstruction located in such Public Drainage Easement Area that would interfere with the use of such easement.
- (b) *Private Drainage Easement.* A non-exclusive private drainage easement for the flow of storm water and for installation, maintenance, repair, and removal of drainage facilities is reserved by Declarant for itself and its successors and assigns, over, under, and across an area ten feet (10') wide along the Rear Lot Line of each Lot, which is labeled on the Plat as "P.D.E." (the "**Private Drainage Easement Area**"). No Improvement or Structure shall be constructed or placed in the Private Drainage Easement Area without the prior written consent of the ARC. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over reasonable areas of

the Subdivision adjacent to the Private Drainage Easement Area for the installation, operation, maintenance, repair, or removal of any drainage facilities within the Private Drainage Easement Area together with the right to remove any obstruction (excluding, however, any driveway, fence or other Structure or Improvement that was previously approved in writing by the ARC) located in such Private Drainage Easement Area that would interfere with the use of such easement.

7.4 Intentionally omitted.

7.5 Intentionally omitted.

7.6 **Easement Protection.** Within easements on each Lot, no Structures, planting, or materials may be placed or permitted to remain which may: (i) damage or interfere with the installation and maintenance of utilities, (ii) change the direction of flow within drainage channels, or (iii) obstruct or retard the flow of water through drainage channels. Each Owner of a Lot must mow weeds and grass and keep and maintain in a neat and clean condition any easement that may traverse any portion of the Lot.

7.7 **Declarant's Easement.** Declarant has an easement as reasonably necessary for ingress and egress at all times over and upon the Land to carry out all of their rights, functions, duties, and obligations set out in these Restrictions. Any entry by Declarant upon a Lot must be made with as little inconvenience to the affected Owner as practical.

Article 8 GENERAL PROVISIONS

8.1 **Recorded Plat.** All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referred to therein or not.

8.2 **Mortgages.** The breach of any provision hereof will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot 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, only as to any breach occurring after such acquisition of title.

8.3 **Binding Effect.** Each of the conditions, covenants, restrictions, and agreements herein contained is binding upon each Person acquiring any part of the Land and inures to the benefit of each Person owning any land included in the Subdivision. This instrument, when executed, will be filed for record in the Official Public Records of Randall County, Texas, so that each Owner or purchaser of any portion of the Land is on notice of the conditions, covenants, restrictions, and agreements herein contained.

8.4 **Duration.** The term of these Restrictions shall be as set forth in Section 6.3 of the Master Declaration.

8.5 **Amendment.** These Restrictions may be amended as set forth in Section 6.4 of the Master Declaration.

8.6 **Enforcement.** Declarant, the ARC, and the Owner of any Lot included in the Subdivision have the right to have these Restrictions faithfully carried out and performed with reference to each Lot, together with the right to bring any suit or undertake any legal process that may

be proper to enforce the performance thereof and to recover damages. The Owner of each Lot has the right to have these Restrictions strictly construed and applied to all Lots whether owned by Declarant, its successors and assigns, or others, regardless as to whether or not reference to these Restrictions is made in the document conveying the Lot to the Owner. Failure to enforce these Restrictions will not be deemed a waiver of the right to do so thereafter.

8.7 **Notices.** Any notice required or permitted hereunder will be deemed to have been given when provided in accordance with Section 6.7 of the Master Declaration.

8.8 **Assignability.** Declarant and its successors and assigns may assign their rights, privileges, duties, and obligations hereunder, or any part thereof, by documents signed by Declarant or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, or any part thereof, which documents must be recorded in the Official Public Records of Randall County, Texas.

8.9 **Approvals.** All consents and other evidences of approval by Declarant or the ARC must be in writing and signed by Declarant or the ARC before they are binding.

8.10 **Attorneys' Fees.** If attorneys' fees are incurred for the enforcement of these Restrictions, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs.

8.11 **Time.** Time is of the essence.

8.12 **Conflict.** Notwithstanding anything contained herein to the contrary, should all or part of this Master Declaration be in conflict with the Texas Property Code, or any other Texas law, such law will control. If the terms of the Master Declaration conflict with the terms of these Restrictions, the terms of the Master Declaration will control.

8.13 **Headings.** The headings contained in these Restrictions are for reference purpose only and shall not in any way affect the meaning or interpretation of these Restrictions.

8.14 **Gender.** When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

8.15 **Severability.** If any condition, covenant, or restriction herein contained is invalid—which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction—such invalidity will not affect any other condition, covenant, or restriction, each of which will remain in full force and effect.

8.16 **Disclaimers.** Owner, by the purchase of any Lot, acknowledges Owner has had an adequate opportunity to make such legal, factual, and other inquiries and investigations, including actual physical investigations, as Owner deems necessary, desirable, or appropriate with respect to Owner's Lot. Such inquiries and investigations of Owner include, but are not limited to, inquiries and investigations regarding (i) the physical components of all portions of the Lot, (ii) the condition of the Lot, (iii) the state of facts that an accurate survey and inspection of the Lot would show, (iv) the present and future zoning ordinances affecting the Lot, (v) the value and marketability of the Lot, and (vi) resolutions and regulations of the county and state where the Lot is located.

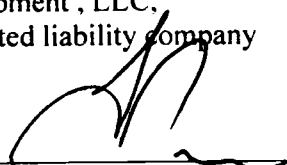
Owner, by its purchase of any Lot, accepts such Lot in its physical condition as of the date of purchase, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Declarant in the event of discovery of any defects of any kind,

latent or patent. Owner acknowledges and agrees that Declarant has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use, or usefulness of the Lot or any portion thereof, and (i) DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF ANY LOT, AND (ii) DECLARANT HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Dated the 24 day of August, 2023.

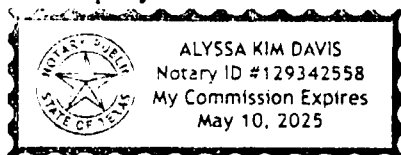
DECLARANT:


Axe Development, LLC,
a Texas limited liability company

By: 
Tim Porter, President

THE STATE OF TEXAS §
COUNTY OF Randall §
§

This instrument was acknowledged before me on this the 24 day of August, 2023, by **Tim Porter**, President of **Axe Development, LLC**, a Texas limited liability company, on behalf of said company.




Notary Public

CONSENT AND SUBORDINATION

For value received, Red Custom Homes, LLC hereby consents to these Restrictions and declares that all portions of the Property now or hereafter owned by Red Custom Homes, LLC are subject to these Restrictions. All portions of the Property owned by Red Custom Homes, LLC shall be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to these Restrictions and all covenants, conditions, liens, charges, and restrictions contained herein.

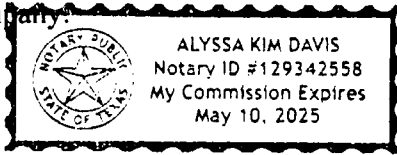
Red Custom Homes, LLC,
a Texas limited liability company

By: [Signature]
Tim Porter, Manager

THE STATE OF TEXAS
COUNTY OF Randall

§
§
§

This instrument was acknowledged before me on this the 24 day of August, 2023,
by Tim Porter, Manager of Red Custom Homes, LLC, a Texas limited liability company, on behalf of
said company.



[Signature]
Notary Public

SCHEDULE 1**DEFINITIONS**

The use of any of the following defined terms in their capitalized form will have the meaning designated below, while the use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

1.1 **“Accessory Building”** means a non-Residence building such as a workshop, barn, detached garage, shed, greenhouse, bathhouse, cabana, gazebo, spa, storage building, playhouse, or other similar outbuilding or accessory buildings.

1.2 **“Architectural Review Committee”** (sometimes referred to as the **“ARC”**) means that particular committee described in Article 3 of the Master Declaration with the authority, among other things, to grant or withhold architectural control approval in accordance with the provisions set forth in the Master Declaration and the Restrictions.

1.3 **“Declarant”** means AXE DEVELOPMENT, LLC, a Texas limited liability company, and its successors and/or assigns who are designated as such in writing by AXE DEVELOPMENT, LLC, and who consent in writing to assume the duties and obligations of Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from AXE DEVELOPMENT, LLC in the ordinary course of business shall be considered a **“Declarant.”**

1.4 **“Front Lot Line”** means the Lot Line abutting the Street that a Residence located on such Lot is required to face pursuant to Section 3.2.

1.5 **“Front Yard Lawn”** has the meaning given to such term in Section 6.2.

1.6 **“Back Yard Lawn”** has the meaning given to such term in Section 6.2.

1.7 **“Governing Documents”** means, singly or collectively as the case may be, this Master Declaration, the Restrictions, and the Plats as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Governing Document is a part of that Governing Document.

1.8 **“Homebuilder”** shall mean and refer to each Person which: (i) is regularly engaged in the ordinary business of constructing residential dwellings on subdivision lots for sale to third-party homeowners as their intended primary residence; and (ii) has entered into a contract with Declarant to purchase one or more Lots.

1.9 **“Improvement”** means any physical change to raw land or to an existing Structure that alters the physical appearance, characteristics, or properties of the land or Structure, including, but not limited to, adding or removing square footage to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape, or physical appearance of any land or Structure.

1.10 **“Land”** means the following described property:

All of Wedgewood Addition Unit No. 2, a Suburban Subdivision to the City of Amarillo out of Section 67, Block 9, B. S. & F. Survey, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Clerk’s File No. 2023013356.

1.11 **“Lot”** means each lot (each a **“Lot”** and collectively **“Lots”**) shown on the Plat as amended from time to time, including improvements located on such lots, and excludes the Streets.

1.12 **“Lot Line”** means the legal boundary lines of a Lot.

1.13 **“Master Declaration”** means the **“Wedgewood Master Declaration”** recorded in the Official Public Records of Randall County, Texas, under Clerk’s File No. 2020025711, and any amendments or modifications thereto.

1.14 **“Owner”** means each Person who is a record owner of a fee simple interest in any Lot, whether or not such person actually resides on a Lot.

1.15 **“Person”** means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.16 **“Plans”** means the plans and specifications that must be submitted to the ARC in accordance with these Restrictions and Article 3 of the Master Declaration and which must include the information set forth in Section 3.8 of the Master Declaration.

1.17 **“Plat”** means the map or plat of WEDGEWOOD ADDITION UNIT NO. 2, filed for record under Clerk’s File No. 2023013356 in the Official Public Records of Randall County, Texas, and any amendment thereof.

1.18 **“Private Drainage Easement Area”** has the meaning given to such term in Section 7.3(b).

1.19 **“Property”** means the real estate described in Exhibit **“A”** of the Master Declaration together with the Land and any tracts of land that Declarant chooses to subject to the Master Declaration in accordance with Article 2 of the Master Declaration.

1.20 **“Public Drainage Easement Area”** has the meaning given to such term in Section 7.3(a)

1.21 **“Rear Lot Line”** means, unless otherwise designated by the ARC, any Lot Line other than the Front Lot Line that is parallel to the Front Lot Line or within 45 degrees of being parallel to the Front Lot Line.

1.22 **“Rear Yard”** means an area that extends (i) a maximum of sixty feet (60’) from the rear building line of the Residence toward the Rear Lot Line, and (ii) a maximum of twenty-five feet (25’) toward the Side Lot Lines from each side building line of the Residence. **“Side Yards”** shall refer to the area that extends the entire length of each side of the Residence and a maximum of twenty-five feet (25’) toward the Side Lot Lines from either side of the Residence.

1.23 **“Residence”** means a detached single-family residence.

1.24 **“Restrictions”** means this document entitled **“Declaration of Covenants, Conditions, and Restrictions for Wedgewood Addition Unit No. 1”**.

1.25 **“Solar Energy Device”** has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as follows: **“[A] system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.”**

1.26 **“Side Lot Line”** means a Lot Line that is not a Front Lot Line nor a Rear Lot Line.

1.27 **“Side Yards”** has the meaning given to such term in Section 6.4.

1.28 **“Streets”** means the streets dedicated on the Plat for motor vehicle use.

1.29 **“Structure”** means: (i) any thing or device placed on a Lot, including, but not limited to, a Residence, Accessory Building, covered or uncovered patio, swimming pool, hot tub, playground equipment, fence, curbing, paving, wall, hedge more than two feet in height, or any temporary or permanent improvement to any Lot; (ii) any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial stream or wash or drainage channel from, upon, or across any Lot; and (iii) any enclosure or receptacle for the concealment, collection, and/or disposition of trash or refuse; and (iv) any change in the grade of any Lot of more than three (3) inches from that existing at the time of initial approval by the ARC. Trees, shrubbery (no more than two feet high if in the form of a hedge), and landscaping (the placement of which does not adversely affect the appearance of such Lot) shall not be considered Structures.

1.30 **“Subdivision”** means all portions of the Property that have been platted, which shall be known as the “Wedgewood Subdivision.”

1.31 **“Trash Containers”** means roll-off containers as approved by the ARC, the County of Randall, Texas (or any other governmental agency or entity with jurisdiction over the pick-up of trash) and by the private trash service providing trash removal service to the Owner.

1.32 **“Utility Easement Area”** has the meaning given to such term in Section 7.2.

1.33 **“Vehicle”** means any automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper, tractor, or similar vehicle or equipment.

1.34 **“Wind Generator”** has the meaning given to such term in Section 2.15.

Any capitalized term used in these Restrictions that is not defined herein shall have the same meaning given to such term in the Master Declaration.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Susan B. Allen

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08/25/2023 11:23:11 AM
Fee: \$102.00
Susan B. Allen, County Clerk
Randall County, Texas
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