NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPRING CANYON UNIT 2
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (RESIDENTIAL LOTS)

This SPRING CANYON UNIT 2 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (RESIDENTIAL LOTS) is made by CANYON CAPITAL GROUP, LLC, a Texas limited liability company, for the purposes set forth herein.

RECITALS

A. Canyon Capital Group, LLC, a Texas limited liability company, is the owner of the Property described in Section 1.27.

B. Declarant intends for the Property to be developed as a single-family residential subdivision. Declarant declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in this document, which:

(1) are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Property;

(2) run with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof; and

(3) inure to the benefit of each Owner of the Property.

C. Each Lot is subject to the Master Declaration described in Section 1.21.

D. **IMPORTANT NOTICE REGARDING PROPERTY OWNERS ASSOCIATION:** PURSUANT TO THE MASTER DECLARATION, UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF THE SPRING CANYON MASTER ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF SPRING CANYON MASTER ASSOCIATION, INC. AS A MEMBER OF THE SPRING CANYON MASTER ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE SPRING CANYON SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSOCIATION ASSESSMENTS *(IN ADDITION TO THOSE ASSESSMENTS REQUIRED UNDER THESE RESTRICTIONS)* LEVIED BY THE SPRING CANYON MASTER ASSOCIATION AS SET FORTH IN THE MASTER DECLARATION. EACH OWNER'S ATTENTION IS DIRECTED TO THE MASTER DECLARATION FOR THE SPECIFIC TERMS APPLICABLE TO AN OWNER. WHEN THE TERMS OF THE MASTER

DECLARATION CONFLICT WITH THE TERMS OF THESE RESTRICTIONS, THE TERMS OF THESE RESTRICTIONS WILL CONTROL.

E. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO THE ASSESSMENT LIEN DESCRIBED IN ARTICLE 3 OF THE MASTER DECLARATION.

F. **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.

G. **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 THIS SPRING CANYON UNIT 2 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (RESIDENTIAL LOTS); THE SPRING CANYON MASTER DECLARATION; THE BYLAWS OF SPRING CANYON MASTER ASSOCIATION, INC.; AND ALL OTHER DOCUMENTS GOVERNING THE SPRING CANYON MASTER ASSOCIATION, INC. ALL PERSONS ARE CONSIDERED TO HAVE NOTICE OF THE CONTENTS CONTAINED IN SUCH DOCUMENTS REGARDLESS OF WHETHER SUCH PERSONS HAVE EXAMINED SUCH DOCUMENTS. **IF YOU DO NOT UNDERSTAND THE EFFECT OF THE CONTENTS OF SUCH DOCUMENTS, CONSULT AN ATTORNEY BEFORE PURCHASING ANY PROPERTY INCLUDED IN THE SPRING CANYON SUBDIVISION.**

DECLARATION

Now, therefore, Declarant adopts the above Recitals and incorporates them herein as a substantive part of these Restrictions and adopts, establishes, and imposes the following covenants, conditions, liens, and restrictions upon the Property and declares that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, and restrictions.

Article 1
DEFINITIONS

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

1.1 **"Accessory Buildings"** means any buildings located on a Lot that are not a Residence, including structures such as detached garages, barns, workshops, cabanas, guest houses, and other outbuildings, but excluding Permitted Temporary Structures.

1.2 **"Architectural Review Committee" or "ARC"** means a committee composed in accordance with the *Bylaws of Spring Canyon Master Association, Inc.* and which has the authority to grant or withhold architectural control approval in accordance with the provisions set forth in Article 4 and other portions of these Restrictions.

1.3 **"Association"** means the Spring Canyon Master Association, Inc., a Texas non-profit corporation.

1.4 **"Board"** means the Board of Directors of the Association.

1.5 **"Building Plan"** has the meaning set forth in Section 4.1.

1.6 **"Canyon View Lots"** means Lots 46, 47, 48, 49, 50, and 51, Block 2, Spring Canyon Unit No. 2.

1.7 **"City"** means the City of Canyon, Texas.

1.8 **"Common Areas"** means any areas designated as a "Common Area" on the Plat of the Property together with any areas accepted by the Association as Common Areas.

1.9 **"Cul-De-Sac Lots"** means Lots 45, 46, 47, 50, 51, and 52, Block 2, Spring Canyon Unit No. 2, and Lots 4, 5, 6, 7, 22, 23, 24, and 25, Block 4, Spring Canyon Unit No. 2, which are located on a cul-de-sac or curved portion of a Street.

1.10 **"Declarant"** means Canyon Capital Group, LLC, a Texas limited liability company, and its successors and/or assigns to whom any of those rights and powers expressly reserved herein to Declarant are conveyed or assigned in writing, whether in whole or in part, but excluding any Person merely purchasing one or more Lots from Declarant.

1.11 **"Development Period"** has the meaning set forth in the Master Declaration.

1.12 **"Fence Lots"** means Lots 5, 6, 23, and 24, 25, and 31 Block 4, Spring Canyon Unit No. 2, and Lot 2, Block 5, Spring Canyon Unit No. 2.

1.13 **"Front Lot Line"** means, unless otherwise designated in writing by the ARC, the Lot Line(s) abutting the Street that a Residence located on such Lot is required to face pursuant to Section 3.1.

1.14 **"Front Yard"** has the meaning set forth in Section 5.2.

1.15 **"Long-Term Rental"** has the meaning set forth in Section 2.18.

1.16 **"Land"** has the meaning set forth in the Master Declaration.

1.17 **"Lot"** means each lot (each a **"Lot"** and collectively **"Lots"**) shown on the Plat, as amended from time to time, including improvements located on the Lots, except for the following lots shown on the Plat: Lot 1, Block 5; and Lot 32, Block 4.

1.18 **"Lot Line"** means the legal boundary lines of a Lot.

1.19 **"Master Declaration"** means the "Spring Canyon Master Declaration" recorded in the Official Public Records of Randall County, Texas, under Document No. 2020006165, and any amendments or modifications thereto.

1.20 **"Non-Member Owner"** has the meaning set forth in the Master Declaration.

1.21 **"Owner"** means each Person who is a record owner of a fee simple interest in any Lot, but excluding (i) any Non-Member Owner and (ii) any Person who holds only a lien or interest in the Lot as security for the performance of an obligation.

1.22 **"Person"** means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.23 **"Plat"** means the plat recorded in the Official Public Records of Randall County, Texas, under Document No. 2021008455.

1.24 **"Permitted Temporary Structures"** has the meaning set forth in Section 2.6.

1.25 **"Property"** means the following described property:

> All of Spring Canyon Unit 2, a suburban subdivision to the City of Canyon in Randall County, Texas, out of Section 2, Block 1, T.T.R.R. Co. Survey, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document. No. 2021008455, with the exception of: Lot 1, Block 5, and Lot 32, Block 4, which shall not be considered part of the "Property".

The term "Property" shall include other tracts of real property within the Land, or adjacent thereto, that Declarant may subject to these Restrictions in the future by recording a document imposing upon such real property any or all of the provisions of these Restrictions. The document must describe the real property to be subjected to these Restrictions and must be recorded in the Official Public Records of Randall County, Texas.

1.26 **"Rear Lot Line"** means, unless otherwise designated in writing by the ARC, any Lot Line that is not the Front Lot Line and does not connect to the Front Lot Line.

1.27 **"Residence"** means a Single-Family Dwelling.

1.28 **"Restrictions"** means this document entitled "Spring Canyon Unit 2 Declaration of Covenants, Conditions, and Restrictions (Residential Lots)", and any amendments or modifications thereto.

1.29 **"Short-Term Rental"** has the meaning set forth in Section 2.17.

1.30 **"Short-Term Rental Log"** has the meaning set forth in Section 2.17.

1.31 **"Short-Term Rental Notice"** has the meaning set forth in Section 2.17.

1.32 **"Side Lot Line"** means, unless otherwise designated in writing by the ARC, any Lot Line that connects to a Front Lot Line.

1.33 **"Single-Family Dwelling"** means one detached dwelling designed or intended to be occupied as the home or residence of not more than one family or persons living together as a single housekeeping unit, and may include a "mother-in-law quarters" or similar living area so long as it is attached to the main single-family dwelling.

1.34 **"Solar Energy Device"** has the meaning assigned by Section 171.107 of the Texas 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 energy. 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."

1.35 **"Spring Canyon Unit No. 2"** means:

> All of Spring Canyon Unit 2, a suburban subdivision to the City of Canyon in Randall County, Texas, out of Section 2, Block 1, T.T.R.R. Co. Survey, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document. No. 2021008455, with the exception of: Lot 1, Block 5, and Lot 32, Block 4.

1.36 "**Subdivision**" has the meaning set forth in the Master Declaration.

1.37 **"Streets"** means any paved surface located in a City right-of-way dedicated for motor vehicle use, generally located along the front of the homes.

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

Article 2
RESTRICTIONS ON USE OF LOTS

2.1 **Residential Use Only**. All Lots are to be used for residential purposes only; however, Declarant may authorize Lots to be used by builders temporarily for model homes. Subject to the provision of Section 2.4, no building may be erected, altered, placed, or permitted to remain on any Lot other than one Residence per Lot, one Accessory Building per Lot, Permitted Temporary Structures, and other buildings approved in writing by the ARC.

2.2 **Single-Family Dwelling**. For all other Lots, the Residence must be a Single-Family Dwelling, and no Duplexes or other multi-family dwellings are permitted on such Lots. No Single-Family Dwelling may be occupied, or used for Short-Term Rental purposes, except by one family

consisting of persons related by blood, adoption, or marriage, or by a number of persons (whether or not related) no greater than two people per bedroom located in the Single-Family Dwelling.

2.3 **Restrictions on Resubdivision**. No Lot may be subdivided (i) into a lesser depth than that shown on the Plat except by City condemnation for extra width of Streets, or (ii) without the ARC's written consent.

2.4 **Composite Building Site.** Any Owner who owns a Lot plus one or more adjoining Lots and/or a portion of an adjoining Lot may, if approved in writing by the ARC, consolidate such Lots into a single building site. The side setback for such building site will be measured from the exterior of the combined Lots. The consolidated building site will be considered one Lot for voting purposes and the payment of Annual Membership Dues.

2.5 **Accessory Buildings.** Unless otherwise approved in writing by the ARC, no more than one Accessory Building may be built or maintained on each Lot.

(a) *Timing of Construction.* Unless otherwise approved in writing by the ARC, construction of an Accessory Building may not begin until construction of the Residence on the Lot has commenced.

(b) *Location.* An Accessory Building shall be located in a location approved by the ARC that is no closer to the Street than the rear building line of the Residence.

(c) *Size.* An Accessory Building shall be no taller than sixteen feet (16') in height and no greater than 3,000 square feet in area.

(d) *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 that, 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 in a color that, in the ARC's sole discretion, is harmonious with the exterior of the Residence located on the Lot. All building materials for Accessory Buildings must be new unless approved in writing by the ARC; however, used brick is acceptable.

(e) *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.

2.6 **Temporary Structures, Children's Playhouses, Dog Houses, and Storage Buildings**. No temporary dwelling, shop, trailer, mobile home, manufactured home, modular home, shipping container, or structure of any kind of a temporary character will be permitted on any Lot except the following (the "**Permitted Temporary Structures**"): (i) children's playhouses and dog houses so long as they are no closer to the Street than the rear building line of the Residence; (ii) a temporary construction trailer placed on a Lot by a builder or contractor

during construction of the Residence on that Lot; and (iii) a maximum of one prefabricated storage building or other building of a similar nature so long as such building is (a) no closer to the Street than the rear building line of the Residence, (b) no larger than 200 square feet, (c) no greater than ten feet in height, and (d) harmonious in color to the Residence located on the Lot.

2.7 **Greenhouses and Gazebos**. As set forth in Section 4.1, no greenhouse, gazebo, or similar structure may be placed or constructed on a Lot without the prior written approval of the ARC.

2.8 **Playground Equipment**. Unless otherwise approved in writing by the ARC, no trampolines, jungle gyms, swing sets, or other types of playground equipment may be placed on a Lot unless such items are located no closer to the Street than the rear building line of the Residence and meet the setback requirements in Section 3.13 below.

2.9 **New Construction**. Except as allowed by Section 2.6, no prefabricated structure or any type of building may be moved onto a Lot unless otherwise approved in writing by the ARC. All structures on a Lot must be constructed on the building site unless otherwise approved in writing by the ARC.

2.10 **Vehicles**. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage for more than 72 consecutive hours in the Street or driveway or front yard of any Residence on the Property, nor may any such vehicle or equipment be parked for storage for more than 72 consecutive hours in the side or rear yard of the Residence on a Lot if it is visible from the Street that the Residence on the Lot faces. No such vehicle or equipment may be used as a residence or office temporarily or permanently. The foregoing restrictions do not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a Residence or any Common Area in the immediate vicinity. The restriction set forth in the first sentence of this Section 2.10 does not apply to passenger automobiles, passenger vans, and pickup trucks that are in operating condition, have current license plates and inspection stickers, and are in regular use as motor vehicles on the streets and highways of the State of Texas, all of which may be temporarily parked on the Street or in the driveway where visible from the Street.

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

2.12 **Prohibited Animals**. No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property 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 Person can keep cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, geese, chickens, turkeys, ostriches, emus, skunks, or any other similar animal or fowl on a Lot. No pet may be kept on a Lot that interferes with the quietude, health, or safety of the community.

2.13 **Outdoor Pets.** No more than four outdoor pets will be permitted on each Lot. 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 Owners are walking or exercising their pets.

2.14 **Uncontrolled Animals.** If an Owner violates the provisions of Section 2.12 or 2.13 *(e.g., failing to control barking dogs)* then Declarant, the Association, the Owner of any Lot within the Subdivision, or any other Owner may recover from the violating Owner reasonable attorneys' fees and court costs incurred in enforcing the provisions of Sections 2.12 or 2.13. All such costs will be assessed as a "Special Individual Assessment" pursuant to Section 3.5 of the Master Declaration without the requirement of a Majority Vote of the Members. The Owner incurring such expense shall give notice of the expense to the Board who shall then issue a Special Individual Assessment against the violating Owner pursuant to Section 3.5 of the Master Declaration. The Person incurring such attorneys' fees and court costs may enforce the provisions of this section as provided (i) in Article 3 of the Master Declaration, or (ii) in Section 7.8 hereof, or (iii) by applicable law.

2.15 **Junk/Trash**. No portion of the Property 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, garbage, and other waste may not be kept on any Lot except in the City's approved containers. If trash, garbage, waste, or debris will not fit into the City approved containers, it must be temporarily contained out of site from public view until it can fit into the City approved containers or be completely removed from the Property, and it shall not be permanently stored on any portion of the Property; provided, however, tree limbs may be temporarily placed in such a location as may be required by the City for pickup by the City.

2.16 **Prohibited Activities**. Hunting, shooting, and the use of firearms on the Property are prohibited except to protect life or property. No Lot or improvement may be used for retail or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property, and nothing may be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this Section 2.16 prohibits a builder's temporary use of a Residence as a sales office or model home, but a builder must cease using the Residence as a sales office or model home within six months after written notice from Declarant. Nothing in this Section 2.16 prohibits an Owner's use of a Residence for quiet, inoffensive activities such as a home office, tutoring, giving music or art lessons, or similar uses so long as such activities (i) do not materially increase the number of cars parked on the Lot or Street or interfere with other Owners' use of Streets and the enjoyment of their Residences and yards, and (ii) are in compliance with City ordinances.

2.17 **Short-Term Rentals.** To the extent permitted by law and City of Canyon ordinances, the Short-Term Rental of a Residence is permitted so long as the Owner of such

Residence complies with the regulations set forth in this Section 2.17. The Short-Term Rental of an Accessory Building is not permitted. For the purposes of these Restrictions, "**Short-Term Rental**" is defined as renting, leasing, or granting the right to use a Residence (or a portion thereof) for a period of fewer than 28-consecutive days in exchange for money or other consideration. The regulations set forth herein are intended to protect the Owners, ensure compliance with these Restrictions, and maintain the character of the Property and the value of Lots.

Before an Owner may use his or her Residence for Short-Term Rental purposes, the Owner must first provide the Association with written notice ("**Short-Term Rental Notice**") of the Owner's intent to use the Residence for a Short-Term Rental, unless the Board waives the notice requirement. The Short-Term Rental Notice shall include the following information: (i) the address of the Residence to be used for the Short-Term Rental; (ii) the name(s) of the Owner of such Residence; (iii) the mailing address, phone number, and email address of the Owner; (iv) any medium (such as Airbnb, Craigslist, HomeAway, VRBO, etc.) the Owner will use to advertise the Residence for Short-Term Rental; (v) the number of bedrooms in the Residence; (vi) the maximum number of guests/occupants that will be permitted under the Short-Term Rental; (vii) whether the entire Residence or only a portion of the Residence (such as a bedroom or mother-in-law quarters) will be used for the Short-Term Rental; (viii) if only a portion of the Residence will be used for the Short-Term Rental, a description of the portion of the Residence to be used for such purposes; and (ix) such other information as may be reasonably required by the Board to further the intent of this Section 2.17, including, but not limited to, the information required to be maintained in the Short-Term Rental Log described below. The Board may promulgate a form to be used to provide the Short-Term Rental Notice. Unless otherwise specified by the Board, the Short-Term Rental Notice shall be mailed by certified mail, return receipt requested, to the address of the person or entity managing the Association as set forth in the Management Certificate filed of record in the Official Public Records of Randall County, Texas.

At the time the Owner provides the Short-Term Rental Notice, the Owner shall also pay or cause to be paid to the Association a fee in an amount set by the Board sufficient to cover the Association's cost involved with processing the Short-Term Rental Notice as well as dealing with issues involving Short-Term Rentals. Until changed by the Board, the fee is $75.00.

Unless changed by the Board, the Short-Term Rental Notice (and the associated fee) must be provided only one time (unless any information included in the notice changes, in which case a new Short-Term Rental Notice along with the associated fee must be provided), and after providing the Short-Term Rental Notice, the Owner will be permitted to use his or her Residence for multiple Short-Term Rentals to different occupants and for different terms. However, the Board may, in its sole discretion, at any time require Owners (including those that have already provided a Short-Term Rental Notice) to submit a Short-Term Rental Notice (and the associated fee) each time the Residence will be occupied by a different person or persons on a Short-Term Rental basis.

Unless waived by the Board, an Owner who uses his or her Residence as a Short-Term Rental, must maintain a written record (the "**Short-Term Rental Log**") containing the following information: (1) the dates the Residence is used as a Short-Term Rental; (2) the names of the person(s) occupying the Residence as a Short-Term Rental during such dates; (3) the following contact information for each person occupying the Residence as a Short-Term Rental: (a) mailing

address, (b) phone number, (c) email address, and (d) username used to book the rental, if applicable; (4) the make, model, color, and license plate information (state, country or province, and license plate number) of each vehicle parked on the Property by such person(s); and (5) such other information as may be reasonably required by the Board to further the intent of this Section 2.17. Upon request, the Owner shall provide the Board with a copy of the Short-Term Rental Log.

The Board may impose more stringent requirements upon Owners who have more than one Residence within the Property used for Short-Term Rental purposes. By way of example only, the Board may require such Owners to submit a Short-Term Rental Notice (and the associated fee) each time the Residence will be occupied by different persons, while requiring Owners who have only one Residence within the Property used for Short-Term Rental purposes to submit the Short-Term Rental Notice only once.

Each Owner shall be responsible for ensuring each person occupying his or her Residence for Short-Term Rental purposes fully complies with these Restrictions. A violation of these Restrictions by a person occupying a Residence as a Short-Term Rental shall be considered a violation by the Owner of such Residence.

2.18 **Long-Term Rentals.** The Long-Term Rental of a Residence is permitted. The Long-Term Rental of an Accessory Building is not permitted unless it is rented or leased to the same person(s) to whom the Residence located on the same Lot is rented or leased. For the purposes of these Restrictions, "**Long-Term Rental**" is defined as renting, leasing, or granting the right to use a Residence (or a portion thereof) for a period of at least 28 consecutive-days in exchange for money or other consideration. Each Owner shall be responsible for ensuring each person occupying his or her Residence for Long-Term Rental purposes fully complies with these Restrictions. A violation of these Restrictions by a person occupying a Residence as a Long-Term Rental shall be considered a violation by the Owner of such Residence.

2.19 **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.

2.20 **Signs**. No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than five square feet advertising the Residence for rent or sale, (ii) one sign of not more than five square feet advertising an open house; (iii) signs of not more than sixteen square feet used by a builder during construction and sales periods, (iv) signs used by Declarant to advertise the Property during the Development Period, and (v) 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 (10^{th}) day after the date of the election to which the sign relates, but only one sign for each candidate or measure. All signs shall be ground-mounted, and an Owner shall not display a sign that (a) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components; (b) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (c) includes the painting of architectural

surfaces; (d) threatens the public health or safety; (e) violates a law; (f) contains language, graphics, or any display that would be offensive to the ordinary person; (g) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists, or (h) contains words such as "distressed", "foreclosure", or "bankruptcy" in advertising a property for sale or rent. Declarant or the Association may remove a sign displayed in violation of this Section 2.20.

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

2.22 **No Fires**. Except within fireplaces in the Residence or within outdoor wood burning structures approved in writing by the ARC and except for outdoor cooking on appropriate outdoor cooking equipment, no burning of anything is permitted anywhere on the Property.

2.23 **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, "**Antenna**") shall be located on any Lot so that it is visible from the Street that the Residence located on such Lot faces; 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 50% of the Residence. In the event it is impossible for an Owner to receive an adequate signal from a location allowed in this Section 2.23, the Owner shall provide the Board with a letter certifying to such from the service provider for the Antenna, and the installation of the Antenna on such Owner's Lot shall be subject to any rules and regulations that may be promulgated by the Board 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.

2.24 **Solar Energy Devices**. Subject to terms of this Section 2.24, 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 2.24 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.

2.25 **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 Accessory Building, is on a portion of a such Residence or Accessory Building 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.

2.26 **No Foreign Items on Common Areas**. No trampolines, jungle gyms, swing sets, other types of playground equipment, signs of any kind, or any other items or structures may be placed on the Common Areas unless they are owned and maintained by the Association.

2.27 **No Vehicles in Common Areas**. No golf carts, go-peds, go-carts, motorcycles, mopeds, or any other motorized vehicles of any type are permitted on the Common Areas or on sidewalks except wheelchairs, carts, and scooters being used by the physically impaired and landscape equipment being used to maintain the Common Areas.

2.28 **Parties on the Common Areas**. Disruptive parties and disruptive congregations of people on the Common Areas are prohibited.

Article 3
CONSTRUCTION PROCEDURES

3.1 **Front Elevation of Residence**. Except as set forth below, all Residences must be constructed to front on the Street that the Lot abuts unless otherwise approved in writing by the ARC. For the following Lots, which abut two streets, the Residence must face the "Front Street" designated below, unless otherwise approved in writing by the ARC:

Lot within Spring Canyon Unit No. 2	Front Street
Lot 41, Block 2	Antietam Drive
Lot 55, Block 2	Bull Run Drive
Lots 1 and 14, Block 4	Antietam Drive

Lots 15 and 28, Block 4	Bull Run Drive
Lot 29, Block 4	Spring Canyon Parkway
Lot 4, Block 5	Spring Canyon Parkway

The ARC shall have the sole authority to designate the direction that the Residence must face on the Cul-De-Sac Lots.

Further, in the event of a question regarding what direction a Residence must face not otherwise addressed in this Section 3.1, 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 Article 4.

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

3.3 **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. All garage doors shall be constructed in a manner to be harmonious in quality and color with the exterior of the Residence as determined by the ARC.

3.4 **Garage Orientation**. If a garage will not be oriented so that it is side or rear entry, the door(s) on such garage must be decorative garage doors, which shall be subject to the approval of the ARC in its sole discretion. The ARC may require the garage doors on a front-entry garage to, among other things, be in a color that coordinates with the exterior of the Residence and to have architectural details, including but not limited to, windows, decorative hardware, and/or decorative accents. No commercial-style garage doors will be permitted on front-entry garages. All garage doors shall be closed at all times when not in use.

3.5 **Sidewalks and Driveways**. All sidewalks and driveways must be constructed of concrete and shall be maintained in good condition. Each driveway shall be a minimum of sixteen feet (16') 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. The Owner shall be responsible for installing a culvert if it is required by the City, and the culvert shall be repaired immediately by the Owner, if damaged.

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

3.7 **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.

3.8 **Completion of Residence**. 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.

3.9 **HVAC Systems**. All exterior heating, ventilation, and air conditioning systems **("HVAC")** must be screened so the HVAC systems are not visible from the Streets. If the screen around the HVAC systems is not brick or wood fence material, the Owner must obtain the written approval of the ARC for the design and materials for the screen around the HVAC 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.

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

3.11 **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:

(a) 2,500 square feet for all Canyon View Lots; and

(b) 1,900 square feet for all other Lots.

3.12 **Exterior Walls**. Unless otherwise approved by the ARC in writing, the exterior walls of each building constructed on a Lot must be at least 60% brick, brick veneer, stone, stone veneer, or stucco, or any combination of such materials; provided, however, the type of stucco must be approved in writing by the ARC. Other masonry material, or other siding may only be used if approved in writing by the Architectural Review Committee.

3.13 **Setback Requirements**. All Residences must be constructed so they comply with the City of Canyon ordinances or codes regarding building setbacks. Further, the following setback requirements apply (setbacks are measured as the distance between the applicable Lot Line and the closest point of any part of the Residence, Accessory Building, Permitted Temporary Structures, or other approved building to the applicable Lot Line):

(a) **Front Setback.** Except as set forth below, no Residence, Accessory Building, Permitted Temporary Structure, or other approved building shall be located closer than **50 feet** to any portion of the Front Lot Line (**"Minimum Front Setback Line"**), and no Residence may be located farther than **60 feet** from any portion of the Front Lot Line (**"Maximum Front Setback Line"**). The following exemptions apply:

i. the Maximum Front Setback Line does *not* apply to the Residences located on the Canyon View Lots. For such Lots, the

Residence may be located farther than 60 feet from the Front Lot Line in a location approved in writing by the ARC; and

ii. neither the Minimum Front Setback Line nor the Maximum Front Setback Line apply to the Cul-De-Sac Lots and Lots 23 and 24, Block 2, Spring Canyon Unit No. 1, which are also located on a curved portion of a Street. For such Lots, the Owner must obtain the written approval of the ARC for the location of the Residence and all other structures to be built or placed upon such Lots, and the ARC shall use its sole discretion to maintain the appearance and symmetry of the neighborhood.

When the ARC has the authority to designate the front setback requirements, the ARC's designation shall be provided in connection with its review and approval of the Plans for a Residence pursuant to Article 4.

(b) **Side Setback.** No Residence, Accessory Building, or Permitted Temporary Structure shall be located on any Lot nearer than **10 feet** to any portion of a Side Lot Line.

(c) **Rear Setback.** No Residence, Accessory Building, or Permitted Temporary Structure shall be located on any Lot nearer than **10 feet** to any portion of a Rear Lot Line.

3.14 **Septic System.** 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 1,500 gallons (unless a smaller capacity is allowed by law, in which case the required capacity shall be as required by law) 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 set forth herein and as on the Plat, if any, and shall comply in all respects with all applicable laws and regulations. Unless otherwise approved in writing by the ARC, the septic system is to be located within the back 50% of the Lot and must be approved by the county health department.

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

3.16 **Roof Materials.** The ARC has the right to approve the color and type of all roofing materials used for Residences. Unless otherwise approved in writing by the ARC, roof colors for Residences shall consist of the following: black, brown, gray, and charcoal or similar dark colors. Unless otherwise approved in writing by the ARC, all roofs for Residences must be one of the following:

(a) laminated shingles with at least a 30-year warranty by the manufacturer; and

(b) cement, clay, or concrete tile.

Metal roofing materials may be used for porches and decorative accents if approved in writing by the ARC.

3.17 **Accessory Buildings**. Any Accessory Building to be constructed on a Lot must be in compliance with Article 4.

3.18 **Fences**. For all Lots except the Canyon View Lots, if a fence or wall is not a six to eight foot tall wood or brick fence or combination thereof, the Owner must obtain written approval from the ARC before construction of the fence or wall. For the Canyon View Lots, no solid privacy fences or walls are permitted; only decorative/see-through fencing such as wrought iron and split rail fencing is allowed, and the Owner must obtain written approval from the ARC before construction of any such fencing. With respect to all Lots, no fence or wall will be permitted to extend nearer to a Street abutting the front Lot line than the front of the Residence, unless otherwise approved in writing by the ARC. Fences or walls erected by Declarant or any builder will become the property of the Owner of the Lot on which the same are erected and—if no other party maintains the fences or walls—must be maintained and repaired by the Lot Owner. There cannot be any chained link or wire fence that is visible from a Street on any Lot. No chained link or wire fence may be used for an exterior perimeter fence except for a temporary construction fence. Any temporary construction fence is subject to review and written approval by the ARC.

3.19 **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.

3.20 **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 an approved container to prevent trash from blowing off of 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 Property except on the building site and must be periodically removed so that the building site is cleaned of construction material and debris.

3.21 **Concrete Washout and Debris Removal**. During construction on any Lot, each builder or Owner must coordinate with its concrete contractor to conduct all concrete washing outside of the Property. If a concrete contractor dumps any excess concrete on the Property, the builder or Owner who contracted with the concrete contractor must immediately remove the concrete from the Property. The builder or Owner is also responsible for causing all construction debris associated with construction on its Lot to be removed from the Property.

3.22 **Natural Gas Service.** Natural gas service is provided along the front of the Lots. It is the responsibility of the Owner or builder to coordinate with the natural gas provider regarding

the location and extension of the gas service line and meter. If the meter is not located inside a fence, it must be screened in such a manner that the visibility of the meter from the Streets is minimized as much as possible. The method of screening the meter is subject to the review and written approval of the ARC, and landscaping materials are the preferred method of screening. To the extent allowed by standards of the natural gas provider and any applicable laws, codes or ordinances, meters shall be located on or immediately next to the Residence in a manner and location approved in writing by the ARC.

3.23 **Fence or Wall.** Declarant has constructed a fence or wall along the Fence Lots. The fence or wall is not a retaining wall. Declarant reserves a non-exclusive easement for itself, the Association, and their respective successors and assigns over, on, under, and across the Fence Lots for the purpose of constructing, installing, erecting, maintaining, replacing, and removing a fence or wall on the Fence Lots. The Association shall have the obligation to maintain it at the Association's expense. If approved in writing by the ARC, an Owner of a Lot on which such a fence or wall is constructed shall have the right to make repairs (at such Owner's expense) to the portion of the fence or wall located on such Owner's Lot.

Article 4
ARCHITECTURAL CONTROL

4.1 **Authority**. Except as permitted by Sections 2.6, 2.8, and 3.18, no Residence, Accessory Building, greenhouse, gazebo, fence, wall, driveway, or other structure may be commenced, erected, altered, reroofed, placed, replaced, or kept on a Lot, or the exterior remodeled, altered, stained, painted, or repainted, until all colors, plans and specifications, and a plot plan (collectively, the "**Building Plan**") have been submitted to and approved in writing by the ARC; provided, however, it will not be necessary to obtain approval from the ARC if the only action to be taken is the staining, painting, or repainting of the exterior and if the exterior color scheme is not being changed from the color scheme previously approved in writing by the ARC. The requirement set forth in the previous sentence applies not only to new construction but also to the construction of new additions or remodels that will alter the appearance of the exterior of the Residence, Accessory Building, or other structure from what was previously approved in writing by the ARC. The ARC may refuse to approve a Building Plan that may, in the sole reasonable discretion of the ARC, adversely affect the enjoyment of Owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, Declarant will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.

4.2 **Plan Submittal**. A complete copy of the Building Plan must be submitted in digital form (in Portable Document Format or such other format approved by the ARC) to the ARC or its designee by email (read receipt requested), along with a completed copy of any required form promulgated by the ARC for the Property. The Building Plan must be submitted at least 15 days before commencement of the work contemplated by the Building Plan. The Building Plan must—if at all possible—show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations, floor plans, and site plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to

be used on the exterior. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the ARC upon request.

4.3 **Multiple Submissions of Building Plan**. If the Building Plan submitted to the ARC does not include all the information required in Section 4.2 at the first submittal, the remaining information must be submitted to the ARC within five days after the date of the first submittal. If all the information required in Section 4.2 is not included in the Building Plan and timely submitted to the ARC the second time, no future submittal of the Building Plan will be considered or approved unless, at the discretion and request of the ARC, the Person submitting the Building Plan pays the ARC a non-refundable submission fee as established by the ARC, which may not exceed $250.00 per submission.

4.4 **Approval Procedure**. When the Building Plan meets the approval of the ARC, a representative of the ARC will send an email to the person furnishing the Building Plan stating that the plan is approved. If the Building Plan is not approved by the ARC, a representative of the ARC will send an email to the person furnishing the Building Plan stating the plan is not approved and including the reasons for disapproval. Any exterior modification of an approved Building Plan must again be submitted to the ARC for approval. The ARC's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the ARC. If the ARC fails to approve or disapprove the Building Plan within 15 days after the date of submission of all information required, the person who submitted the Building Plan may send a written notice to the ARC by certified mail, return receipt requested, including a copy of the email whereby the Building Plan was submitted and stating that a response has not been received ("**Notice of Failure to Respond**"). If the ARC fails to approve or disapprove the Building Plan within 5 days after its actual receipt of a Notice of Failure to Respond, the ARC shall be deemed to approve the Building Plan that was submitted, but only as to any items specifically set forth therein. In case of a dispute about whether the ARC responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date the ARC received the Building Plan, that all required information was included, and the date the ARC received the Notice of Failure to Respond.

4.5 **Standards**. The ARC shall use its best efforts to promote and insure a high level of architectural design, quality, harmony, taste, and conformity throughout the Property consistent with these Restrictions. The ARC will have the sole reasonable discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of the ARC is to prevent the building of unusual, radical, curious, odd, bizarre, peculiar, or irregular structures on the Property. The ARC, from time to time, may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of these Restrictions.

4.6 **Rules and Regulations**. The ARC may promulgate and enforce reasonable rules and regulations to carry out its architectural control duties or conduct its proceedings, including the formulation of guidelines to govern construction and maintenance of improvements and for the establishment and collection of a reasonable fee for performance of its architectural control duties and functions. The ARC may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.

4.7 **Arbitration**. An Owner aggrieved by a decision of the ARC regarding the Owner's Lot will have the right to appeal the ARC's decision to the Board. To do so, within 15 days following the date of the ARC's decision, the Owner must give the ARC and the Board written notification that the Owner is appealing the decision to the Board. The Board shall issue a decision within 30 days after the Owner gives timely notice of the appeal. The decision of the Board will be final and binding upon the Owner and the ARC.

4.8 **Deviation**. The ARC may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of the rules and regulations of these Restrictions relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the ARC's sole judgment, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. The ARC may require the submission to it of such documents and items as it deems appropriate in connection with its consideration of a request for a variance. The ARC may require an Owner to pay the Association a reasonable fee determined by the ARC for granting a request for a variance. The ARC from time to time may alter its view of appropriate architecture in an attempt to promote diverse styles and to remain relevant over the years while development is ongoing.

4.9 **Liability Limitation of the ARC**. The members of the ARC and the partners, officers, directors, agents, employees, shareholders, and attorneys of any member of the ARC have no liability for decisions made by the ARC so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the Building Plan will be the responsibility of the Owner of the Lot. The ARC has no obligation to check for errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of these Restrictions, State or Federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

Article 5
LANDSCAPING AND LOT APPEARANCE

5.1 **Landscape Requirements**. Unless otherwise approved in writing by the ARC, each Owner must comply with the landscape requirements set forth in this Article 5 at the Owner's own cost and expense. The requirements set forth in Sections 5.2, 5.3, and 5.5 must be completed prior to occupancy of the Residence.

5.2 **Front Yard Lawn.** Except for sidewalks, patios, driveways, trees as set forth in Section 5.5 below, and other landscaping approved in writing by the ARC, each Lot on which a Residence is located shall have a Front Yard (as "Front Yard" is hereinafter defined) that is planted with one, or a combination of one or more, of the following types of grass:

(a) fescue (while fescue is permitted, it is not recommended); or

(b) bermuda or buffalo, or if approved in writing by the ARC, a similar type of grass requiring less water and maintenance.

If approved in writing by the ARC, artificial turf may be used for the Front Yard in lieu of planting grass. "**Front Yard**" shall refer to an area that extends (i) from the front building line of the Residence to the inside edge of the 20' Drainage Easement and (ii) at least the entire length of the front of the Residence. "Front Yard" shall *not* include the portion of the Lot that is within the 20' Drainage Easement as shown on the Plat.

5.3 **Automatic Irrigation System Required for Front Yard Lawn.** 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. All automatic irrigation systems shall have a rain sensor. No portion of any underground irrigation system shall be installed within the 20' Drainage Easement along the front of each Lot.

5.4 **Back and Side Yards and Remaining Portions of Lot** The back and side yards may, but are not required to be, planted in grasses such as, bermuda, buffalo, or if approved in writing by the ARC, a similar type of grass requiring less water and maintenance. Fescue is allowed, but not encouraged. An automatic underground irrigation system may, but is not required to be, installed to water any grass planted in the back and side yards. It is the intent of Declarant for the remaining areas of the Lot to be kept in native grass or other suitable landscaping and/or landscaped in a manner to conserve water.

5.5 **Trees**. Each Lot on which a Residence is located shall have at least three trees in the Front Yard. Such trees must be at least 3-inch caliper as measured at a point 12 inches above the surface of the root ball. No fruit trees or Bradford pear trees may be planted in the Front Yard.

5.6 **Maintenance of Landscaping**. An Owner, at the Owner's own cost and expense, shall maintain such 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. The Owner's maintenance obligations include, but are not limited to, responsibility for:

(a) replacing dead or damaged trees in a timely manner with live trees;

(b) watering and fertilizing all landscaping;

(c) pruning trees;

(d) mowing the entire Lot up to the Street (including within any Drainage Easement shown on the Plat);

(e) insect control for all landscaping;

(f) maintaining the yards in a sanitary and attractive manner; and,

(g) maintaining the irrigation system in good operating condition.

5.7 **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.

5.8 **Easement for Enforcement**. If any Owner fails to comply with any of the requirements of this Article 5, the Association, Declarant, or its assigns may, at its option, enter upon the Owner's Lot to perform the obligations imposed by this Article 5 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 Association or Declarant for the cost of the work. This provision may be enforced as a Special Individual Assessment, as provided in Section 3.5 of the Master Declaration, without the necessity of a vote by the Members.

Article 6
EASEMENTS

6.1 **Utility Easements**. Declarant, the Association, and providers of utility services have and are granted easements for installation, maintenance, repair, removal, and operation of utilities and drainage facilities on, under, and across the easements shown on the Plat or reasonably and necessarily inferred therefrom, and for the removal of any obstruction that may be placed in an easement that would constitute interference with the use of the easement or with the use, maintenance, operation, or installation of the utility. Neither the City, utility companies, Declarant, nor the Association has any obligation to repair any improvements or landscaping installed in any easement.

6.2 **Other Easements**. Declarant, the Association, and their representatives have an easement as reasonably necessary for ingress and egress at all times over and upon the Property to carry out all of their rights, functions, duties, and obligations set out in these Restrictions. Any entry by Declarant, the Association, or their representatives upon a Lot must be made with as little inconvenience to the affected Owner as practical. 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.

Article 7
GENERAL PROVISIONS

7.1 **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.

7.2 **Maintenance of Improvements**. Each Owner must:

(a) maintain the exterior of the Residence, Accessory Building, 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.

7.3 **Common Areas**. The Declarant or the Association may from time to time promulgate and enforce reasonable rules and regulations for the use of any Common Areas.

7.4 **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.

7.5 **Term**. These Restrictions will run with and bind title to the Property and will remain in full force and effect for a period of 60 years after the Master Declaration is recorded in the Official Public Records of Randall County, Texas. These Restrictions will thereafter extend automatically for successive periods of 10 years unless changed by an amendment or termination as provided in Section 7.15.

7.6 **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.

7.7 **Binding Effect**. Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each Person acquiring any part of the Property and each Person owning any land included in the Association. 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 Property is on notice of the conditions, covenants, restrictions, and agreements herein contained.

7.8 **Enforcement**. Declarant, the Association, and the Owner of any Lot within the Subdivision each 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.

7.9 **Inspection of Lots.** During reasonable hours and after providing at least five days' written notice to the Lot Owner, members of the ARC and the Board of Directors, or an authorized representative of any of them, shall have the right to enter upon and inspect any Lot and the buildings or structures thereon (but shall not have the right to enter any building or structure), for the purpose of ascertaining whether or not the provisions of these Restrictions have been or are being complied with. Such persons shall not be deemed guilty of trespass by reason of such entry.

7.10 **Other Authorities.** If other authorities, such as the City, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities must be met. Other authorities' imposition of lesser requirements than those set forth herein do not supersede or diminish the requirements herein.

7.11 **Address for Architectural Review Committee.** Any plan submission must be made at the following email address: springcanyontexas@gmail.com. At the time a plan is submitted by email, a notice that a plan was submitted by email must also be mailed to the ARC at the below address. Any other notice or correspondence to the ARC must be made at the following address:

Spring Canyon Architectural Review Committee
PO Box 865
Canyon, TX 79015

7.12 **Address for Owners.** Any notice or correspondence to an Owner of a Lot must be addressed to the street address of the Lot.

7.13 **Address for Declarant.** Any notice or correspondence to Declarant must be made at the following address:

Canyon Capital Group, LLC
PO Box 865
Canyon, TX 79015

7.14 **Change of Address.** Declarant or the ARC may change its address for notice and plan submission by recording a notice of change of address in the Official Public Records of Randall County, Texas.

7.15 **Amendment or Termination.** The Owners (as shown by the Official Public Records of Randall County, Texas) of legal title to at least sixty percent (60.0%) of any platted Lots within the Subdivision may amend or terminate the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments or termination, except that during the Development Period (as such term is defined in the Master Declaration), no such amendment will be valid or effective without the written consent of Declarant. Declarant will be under no obligation to consent to any amendment or termination of these Restrictions. If the requisite number of Owners do not execute any such amendment or termination within sixty (60) days of the date the first Owner executes such amendment or termination, the amendment or termination will fail.

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

7.17 **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. Any approval or disapproval by Declarant or the ARC is to be provided in the sole discretion of such party unless specifically stated otherwise herein.

7.18 **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. Attorneys' fees assessed against an Owner may be collected as a Special Individual Assessment as provided in Section 3.5 of the Master Declaration without the necessity of a vote by the Members.

7.19 **Time**. Time is of the essence.

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

7.21 **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 City, 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 18TH day of MAY, 2021.

DECLARANT:

Canyon Capital Group, LLC,
a Texas limited liability company

By: Davy Hamilton
Davy Hamilton, President

THE STATE OF TEXAS §
§
COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 18TH day of MAY, 2021, by **Davy Hamilton**, President of **Canyon Capital Group, LLC**, a Texas limited liability company, on behalf of said company.

Patricia L. Adams
Notary Public

PATRICIA L. ADAMS
My Notary ID # 128730756
Expires March 11, 2024

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Susan B Allen

2021011964
05/20/2021 08:42:00 AM
Fee: $122.00
Susan B. Allen, County Clerk
Randall County, Texas
REST