

**DECLARATION OF RESTRICTIVE COVENANTS OF THE
STONE CREEK HOA, INC.**

Basic Terms

Date: [], 2025
Declarant: Stone Creek HOA, Inc.
Property: [], Randall County, Texas, more specifically described on **EXHIBIT A**, the plat filed of record on [] in Randall County, Texas under Clerk's File No. [], attached to this Declaration.

IMPORTANT NOTICE: PURSUANT TO THIS DECLARATION FOR STONE CREEK HOA, INC., UPON PURCHASING A LOT EACH OWNER BECOMES A MEMBER OF STONE CREEK HOA, INC., AND BECOMES OBLIGATED TO PAY ASSESSMENTS TO STONE CREEK HOA, INC.

LIEN DISCLOSURE: EACH LOT IS SUBJECT TO ASSESSMENT LIENS DESCRIBED IN THIS DOCUMENT.

NOTICE OF STATUTE: EACH OWNER OF A LOT IS ADVISED THAT § 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.

Definitions

Approved Trees means a tree species approved or considered desirable by the Texas AgriLife Extension Service for planting in the Texas Panhandle and comprised of a single trunk tree with at least a 4-inch caliper as measured at a point six inches above the root ball and 6-inch for multi-trunked configurations as measured at a point six inches above the root ball.

Association means Stone Creek HOA, Inc., a Texas non-profit corporation, and its successors and assigns.

Association Documents means this Declaration, the Certificate of Formation of the Association, and the Bylaws of and resolutions adopted by the Association.

Board means a committee of three members elected by the Association.

Covenants means the covenants, conditions, and restrictions contained in this Declaration.

Declarant means Stone Creek HOA, Inc., a Texas non-profit corporation, its successors and assigns, and includes any Person to which Declarant may assign its rights, privileges, duties, and all obligations, but excluding any Person merely purchasing one or more Lots from Declarant.

Declaration means this Declaration of Restrictive Covenants of the Stone Creek HOA, Inc., and any amendments or modifications filed in the Official Public Records of Randall County, Texas.

Developer means Declarant and any person who (1) develops additional tracts of land and (2) who subjects such additional tracts of land to the Declaration.

Dues or Assessments means monthly monetary assessments for all Owners.

Easements means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

Lot means each tract of land designated as a lot on the Plat.

Owner means each Person who is a record owner of a fee simple interest in any Lot, but excluding any Person who holds only a lien or interest in the Lot as security for the performance of any

obligation.

Plat means the Plat of the Property recorded under Clerk's File No. [] of the Official Public Records of Randall County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

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

Renting means granting the right to occupy and use a Residence or Structure in exchange for the payment of money.

Residence means a building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

Single Family means (1) a group of individuals related by blood, adoption, or marriage or (2) no more than three unrelated persons living and cooking together as a single housekeeping unit.

Streets means those certain public roads or streets used for ingress and egress designated on the Plat for motor vehicle use.

Structure means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

Subdivision means the Property covered by the Plat and any additional property made subject to this Declaration.

Vehicle means any automobile, truck, motorcycle, boat, trailer, all-terrain vehicle, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

4. This Declaration amends, supersedes, and fully replaces those Covenants and Restrictions Covering a Rural Unplatted Tract created by Pamela Penner Goodwin and Leslie Eichhorn dated June 24, 2019, recorded under Clerk's File No. 2019010724, Official Public Records, Randall County, Texas.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

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

2. *Prohibited Activities.* Prohibited activities are—
- a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity, including unnecessarily bright lighting or loud outdoor speakers that can be heard on another Lot;
 - d. any dumping of rubbish;
 - e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - f. any exploration for or extraction of minerals;
 - g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as chickens (no more than four), dogs, and cats, all confined to a fenced yard or within the Residence; provided, however, Lots ___ and ___ may keep no more than four horses on said Lots;
 - h. any commercial, retail, or professional activity except reasonable home office use;
 - i. the renting of the Residence or any Structure;
 - j. the renting of any Structure for less than six months;
 - k. the sublet of any lease for a Structure of any tenant;
 - l. the drying of clothes in a manner that is visible from any Street;
 - m. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law and not exceeding 2 ft by 3 ft in size displayed no more than 30 days before a national, state, or local election day and must be removed within 2 days after such election;
 - n. installing a mobile home, manufactured home, manufactured housing, motor home, house trailer, modular home, greenhouse, or gazebo on a Lot;
 - o. moving a previously constructed house onto a Lot;
 - p. interfering with a drainage pattern or the natural flow of surface water;
 - q. hunting, shooting, or discharge of any firearm, except as permitted by applicable law;
 - r. occupying a Structure that does not comply with the construction standards of a Residence;
 - s. allowing a guest or other person who (i) is a registered sex offender or (ii) convicted of a felony, to reside at the Property;
 - t. building or permitting a fire except within a fireplace, fire pit or for outdoor cooking; and
 - u. any racing or dangerous use of Vehicles.

D. Construction and Maintenance Standards

1. *Lots*
- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots

into one site for the construction of a Residence.

- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. All animal waste must be cleared from the Lot. All trash must be collected in bins in an enclosed area not visible to the public. Trash containers may only be placed at the curb of any Street on the day of trash collection and pickup by a commercial waste management company.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision. No two Residences may have the same floor plan. No bright or neon paint colors are permitted.
- b. *Landscaping.* At least 40 feet from the front elevation of the Residence must be landscaped with Approved Trees, bushes, and sod and properly maintained with underground sprinkler systems. Xeriscaping is not permitted, without the prior written consent of the Board. At least two Approved Trees must be planted in the front yard and must be parallel to one another. No tree larger than a 3-inch caliper for single trunk as measured at a point six inches above the root ball and 6-inch for multi-trunked configurations as measured at a point six inches above the root ball may be destroyed unless such tree is diseased and is replaced with an Approved Tree.
- c. *Solar Panels and Green Energy.* Solar panels on the roofs of a Residence or Structure are permitted, but must not be more than 20% visible from the Street. Windmills are only permitted for stock tanks or ponds and must be no higher than 25 feet from the surface of the earth; all other windmills are prohibited, including those that generate electricity for a Residence or any outbuilding.
- d. *Maximum Height.* The maximum height of a Residence is 36 feet above grade.
- e. *Residence.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,500 livable square feet. Minimum total square feet must be at least 2,800 square feet. If any Residence is two stories, then there must be at least 1,500 square feet on the ground floor exclusive of open porches, garages, patios, and basements. All split-level Residences must have the number of square feet on each level of the Residence as required by this section. Construction of outbuildings may not commence until construction of the Residence has commenced.
- f. *Outbuildings.* The total area of all outbuildings must not exceed a cumulative of 50% of the square footage under roof of the Residence. Sidewalls of all outbuildings must be less than 16 feet in height. The front elevation of any outbuildings must be aesthetically similar to the Residence.
- g. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line unless the Lot fronts on two Streets in which case, the Residence must front on either of the two Streets or partially on both. All Structures must be located behind the front wall of the Residence. Each Lot shall contain minimum setbacks of 65 feet for the front and rear lot lines and minimum setbacks of 25 feet for the side lot lines.

outbuildings, except for outbuildings completely concealed from visibility of the Street of the Lot, may be composed of premanufactured or prefabricated materials; however metal outbuildings are permitted as long as they otherwise comply with the terms of this Declaration.

- d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, and all driveways must be at least 13 feet wide. All driveways must be incorporated into the adjoining road to allow proper drainage in a manner consistent with requirements of Randall County, Texas.
- e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Approval and Enforcement.

1. *General Rights.* Declarant, the Board, and the Owner of each Lot have an easement and the right to have this Declaration 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 and easement to have this Declaration 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 this Declaration is made in the document conveying the Lot to the Owner.

2. *Approval by the Board.*

- a. *Authority.* No Residence or Structure may constructed, erected, placed, altered, re-roofed, or replaced, nor may any exterior stained, painted, or repainted until all colors, plans, specifications, and a plot plan (collectively the **Building Plan**) have been submitted to and approved in writing by the Board. The Board may refuse to approve a Building Plan which may, in the reasonable opinion of the Board, adversely affect the aesthetic enjoyment of the Owners or the general value of Lots. In considering the harmony of external design between existing Residences, Structures, and the Building Plan, the Board will consider only the general appearance of the proposed Residence or Structure as can be determined from the exterior elevations on the Building Plan.
- b. *Plan Submittal.* A complete copy of the Building Plan must be submitted in duplicate to the Board, or its designee, either by (i) certified mail, return receipt requested or (ii) personal delivery, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by the Board or its designee. The Building Plan must be submitted at least 15 days before commencement of any work. 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 and floor plans on each structure to be built, square footage, roof pitch, and percentage of brick or other material to be used as exterior siding. The Building Plan must specify building location on the Lot. Samples of proposed construction materials must be delivered promptly to the Board upon request.
- c. *Approval Procedures.* When the Building Plan is approved by the Board, the Board will sign and mark "APPROVED" on one Building Plan and return it to the Owner furnishing the Building Plan and will sign and retain the duplicate Building Plan. If not approved by the Board, the Building Plan will be returned marked "NOT APPROVED" and will be accompanied by a statement of the reasons for disapproval signed by the Board. Any exterior modification of an

approved Building Plan must again be submitted to the Board for approval. The Board's approval or disapproval, as required herein, must be in writing. Verbal statements about the Building Plan will not be binding upon the Board. If the Board fails to approve or disapprove the Building Plan within 21 days after the submission of all information required, written approval of the proposal will not be required, and compliance with this Section D. will be deemed to have been completed.

d. *Standards.* the Board will use its best efforts to promote and ensure a high level of the architectural design, quality, harmony, taste, and conformity throughout the Subdivision consistent with this Declaration. the Board will have the sole discretion with respect to taste, design, exterior color, and all standards specified herein in order to prevent the building of unusual, radical, curious, odd, bizarre, peculiar or irregular structures within the Subdivision. The Board, from time to time, may publish and promulgate bulletins regarding architectural standards which will be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of this Declaration.

2. *Liability of Declarant.* The Board and its officers, directors, agents, employees, and attorneys have no liability for their decisions so long as such decision are made in good faith and are not arbitrary or capricious; and, Owner waives any right of claim or demand against the Board and its related parties. Any errors in or omissions from the Building Plan will be the responsibility of the Owner. The Board has no obligation to check for errors in or omissions from the Building Plan or check the Building Plan for compliance with the general provisions of this Declaration, state or federal statutes or the common law, setback for Lot lines, building lines, easements, or any other matters.

3. *Enforcement Post-Declarant.* Except to the extent reserved to the Board in this Section D., the Owners of the Lot, jointly and severally, have the right and obligation to enforce the terms of this Declaration.

4. *No Waiver.* Failure by any Owner or the Board to enforce this Declaration will not be deemed a waiver of the right to do so thereafter.

E. General Provisions

1. *Easements.* Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are reserved across all Lots as necessary for the installation, replacement, operation, maintenance, removal, and ownership of utility service lines from the Lot lines to the Residences. A 20-foot easement is reserved along all Lot lines for the purpose of installation, replacement, maintenance, repair, removal, and ownership of the public utility service lines serving the Property.

2. *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 referenced to therein or not.

3. *Maintenance of Improvements.* Each Owner of a Lot must: maintain the exterior of the Residence, the Accessory Buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair; replace worn and rotten parts; regularly repaint or re-stain all painted and stained surfaces; and, not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate. Upon failure of any Owner to maintain any Lot as required above, the Board or the Association, or their assigns may, at their option, maintain the exterior of the Residence as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized

statement, to pay the cost of the work. This provision may be enforced as a Special Owner Assessment as provided in Section E.4 of the Declaration without the necessity of a vote by the Members.

4. *Dues.* The Owner of a Lot, by acceptance of a deed or other conveyance documents (whether or not any agreement to pay assessments is included in such deed or document), will be deemed to covenant and agree to pay the Association, or any person designated by the Association, all of the following assessments:

- a. Until changed by the Board, each Owner must pay Dues of \$300 per month which will be used to pay for the following: regular road maintenance and animal or wildlife nuisance.

Dues may be adjusted from time to time by the Association.

- b. Any other reasonable fees as determined by the Association for purposes of enforcement of covenants or for funding major capital repairs, maintenance, replacement and improvements.

5. *Term.* This Declaration runs with the land and is binding until January 1, 2035, after which time this Declaration shall be automatically extended for successive 10-year periods unless and until terminated or changed by recorded vote of the majority of the then Owners of the Lots.

6. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

7. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

8. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 75% percent of the Owners.

9. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

10. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

11. *Annexation of Additional Property.* On written approval of Declarant and not less than 75% percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

12. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

13. *Disclaimer.* Owner, by its purchase of any Lot, accepts his/her 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 property or any portion thereof, and (I) DECLARANT 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 DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

14. *Indemnification.* To the fullest extent permitted by applicable law, each Owner shall indemnify, protect, and bear the costs of defense of Declarant, the Board, other members of the Association, their officers, directors, employees, agents, attorneys, successors, and assigns (collectively the **Indemnitee**) for, from, against, and in respect to all damages, claims, causes of action, losses, liabilities, and expenses (including without limitation reasonable attorney's fees, costs of investigation, paralegal fees, and other expenses) which may be imposed upon, incurred by, or asserted against any Indemnitee arising from or as a result of any injury to or death of any person or damage to property of any Person which is caused by an Owner, except to the extent of claims by the negligence, gross negligence, or willful misconduct of an Indemnitee.

F. Membership and Voting Rights.

1. *Membership.* Each Owner, including Developer, automatically is a member of the Association (**Member**), except for the following which are considered **Non-Member Owners**:

- (a) the City is not a Member unless it owns a Lot other than the Common Areas, Landscaped Areas, Streets or public easements;
- (b) a public-school district is not a Member unless it owns a Lot other than that used as a public school; and
- (c) a utility provider is not a Member unless it owns a Lot other than utility easements. Membership in the Association is appurtenant to and cannot be separated from ownership of a Lot. Any transfer of fee simple title to any Lot automatically transfers membership in the Association to the new Owner. The word "Owner" as used in this Declaration does not include any Non-Member Owner.

2. *Member in Good Standing.* A Member will be a **Member in Good Standing** and eligible to vote if the Member:

- (a) has, within 10 days before the taking of any vote by the Association, fully paid all Assessments and other sums required herein and in the Association Documents;
- (b) does not have a Notice of Unpaid Assessments filed by the Association against any Lot owned by the Member; and
- (c) has discharged all other duties and obligations to the Association as provided in the Association Documents.

The Board may determine the good standing of any Member at any time and shall make such determination with respect to all Members before any vote is taken by the Association. The Board may, but is not obligated to, waive the 10-day prior payment requirement and require only that such payment be made before the vote is taken. Any Member not declared by the Board to be a Member in Good Standing is disqualified from voting on matters before the Association until the Member in Good Standing status is attained and so declared by the Board.

3. *Classes of Members.* The Association will have one class of voting Members. Members will be entitled to one vote for each Lot owned by the Member. If a Member owns a Lot plus a portion, but not all, of an adjacent Lot, the Member will only have one vote. If a Lot is owned by more than one Owner) the number of votes attributable to the Lot will be the same as if there was only one Owner, and the vote attributable to the Lot may be cast only if-before time of the vote in question-all Owners who own the Lot have delivered to the Board a written agreement setting forth how such vote is to be cast or designating one of such Owners to cast the vote attributable to such Lot. Any Owner, who is not a natural person, must designate to the Board in writing an individual who has the authority to represent such Owner in Association matters and to cast all votes of such Owner. An Owner may delegate its right to vote to any tenant occupying the Lot owned by such Owner provided such delegation is made in writing to the Board.

4. *No Cumulative Voting.* There will be no cumulative voting.

STONE CREEK HOA, INC.,
a Texas corporation

By: _____
Chris Rhynehart, President

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged, sworn to, and subscribed before me this _____ day of _____, 2025, by Chris Rhynehart, President of **STONE CREEK HOA, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

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