



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF LUBBOCK §

WHEREAS, **OVERLOOK LAND DEVELOPMENT GROUP, LLC**, a Texas limited liability company, hereinafter referred to as either "the Declarant," or "the Developer," being one and the same, is the owner of all of that certain real property located in Lubbock County, Texas, described as follows:

All of Lots 123 through 178, The Overlook, an Addition to the City of Wolfforth, Lubbock County, Texas, being more fully described on a plat filed on or about the 15th day of November, 2022, as Instrument No. 2022052144, in the Official Public Records of Lubbock County, Texas, to which reference is hereby made for all purposes;

WHEREAS, the Declarant shall convey the above described properties subject to certain protective covenants, conditions, restrictions and charges, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the above described real property, and shall be binding on all parties having any right, title or interest in or to the above described properties or any part thereof, their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

1. Lots 123 through 178 (hereinafter sometimes referred to as "the lots") shall be used for single family residential purposes only, and a "single-family residence" shall be construed as a single family dwelling used and occupied by one family and its constituent members. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family residence not to exceed two stories in height, and a private garage attached to the main residence providing for a minimum of two automobiles. Houses constructed on the lots shall contain at least 1,400 square feet of floor space, exclusive of garage, open or screened porch, storage rooms, basement and other space not equipped with heating and cooling.

Each garage shall be entered from and face the front of each respective lot, except that on corner lots the garage may be entered from and face the side of the lot that faces the adjacent street, provided such design satisfies all other restrictions contained herein. At least seventy-five (75%) of the exposed exterior walls of each residence shall be of brick veneer, stone or stucco construction. In calculating the above seventy-five (75%) requirement, openings for doors, windows, etc., shall be excluded. It is the intent hereby to prohibit concrete blocks, as well as asbestos shingles, as an exterior siding. No residence may be constructed pursuant to an experimental design, including, but not limited to adobe, geodesic domes or all steel exterior construction; provided, the foregoing is not intended to prohibit steel frame construction. No residence shall be built with a roof of crushed stone, marble or gravel. Rather, each residence roof shall be constructed of thirty year or greater laminate shingles or other lifetime roofing materials or standing seam metal (except as otherwise excluded) and shall have a pitch of 6 x 12 or more. Replacement shingles or other roofing materials shall be of the same or similar color as that being replaced. Residences consisting of two stories shall provide for sixty percent (60%) of floor space to be located on the first floor of such residence. There shall be no portable or "move in" homes allowed on any of the lots, which shall include (and thereby

preclude) any modular or pre-built home of any kind. It is the intent of the foregoing to require that only newly-erected, permanent residences be placed on the lots and that such be built in-place and on-site. The garage shall be constructed of the same material as the residence, including the roof.

Each residence shall have and there shall be erected a six foot or greater wood fence encompassing all of that residence's "back yard." The wood fence shall not be painted but rather left in its natural state, and shall be maintained in good repair and condition. In no instance shall a fence, wall or hedge be constructed, altered or maintained closer to any street than the minimum building setback line as promulgated by the City of Wolfforth, except that on corner lots the fence may be installed from the interior lot line, along the rear lot line to the side street property line, and forward along the side street property line to within ten (10) feet of the front of the residence, thence across the side yard to the residence.

Each residence shall have access to mail service delivered by the United States Postal Service to a cluster mailbox. Therefore, each residence shall contribute its pro rata portion of the cost to purchase and install such a mailbox, the placement of which shall be in compliance with regulations issued by the United States Postal Service. Mailboxes described in this paragraph shall be constructed solely of metal components, including, but not limited to, iron components, and of an overall appearance similar to that promulgated by Declarant and created by Trinity Ironworks in Lubbock, Texas.

Each residence built on a lot shall be located such that it fronts the street on which the lot faces.

2. The minimum front building setback line for each residence shall be at least twenty (20) feet from the street. The minimum side building setback line for each residence shall be at least five (5) feet from the side property lines of each of the lots. The minimum rear building setback line for each residence shall be at least five (5) feet from the rear property lines of each of the lots for up to fifty percent ($\leq 50\%$) of the residence, and the minimum rear setback line for the remainder of the residence shall be at least fifteen (15) feet from the rear property lines of each of the lots. All building setback requirements shall comply with the minimum requirements as promulgated by the City of Wolfforth, Texas. For purposes of complying with the setback requirements, eaves, steps and open porches shall not be considered as a part of the residence, but this shall not be interpreted as permitting encroachment on another lot.

Easements for installation and maintenance of utilities and drainage facilities are either reserved, as shown on the recorded plat, or recorded contemporaneously with the Dedication Deed. Right of use for ingress and egress shall be had at all times over any dedicated easement and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

3. An underground electrical distribution system will be installed to serve each lot; provided, however, that any existing overhead electrical lines serving the Addition shall not be required to be underground, but all line connections thereto shall be underground. The then owner of each lot shall, at that owner's cost and expense, furnish, install, own and maintain (all in accordance with the requirements of the City of Wolfforth, Lubbock County, Texas) an underground service cable and appurtenances from the meter installed on each lot by the electric company to such point as may be designated by such company on the property line of the lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. The owner of each lot shall install, furnish, own and maintain, at that owner's cost and expense, a meter loop (in accordance with the then current standards and specifications of the

electric company) for the residence constructed on the lot. For so long as underground service is maintained, the electric service to each lot shall be uniform in character and exclusively of the type known as "single-phase 120/240 volt, 3-wire, 60-cycle alternating current." Each residence within the lots is required to be constructed/plumbed in a manner conducive to interconnecting natural gas appliances throughout the residence, and each homebuilder or general contractor is required to interconnect each residence to the existing natural gas utility company's facilities within the development. Any and all of the foregoing notwithstanding, should the City of Wolfforth or any utility company providing electrical services to this Addition change or alter its policy in regard to underground utilities and/or electrical services provided to this Addition, such change or changes shall automatically be adhered to and followed by all lot owners, and the foregoing provisions of this, Paragraph 3, shall automatically be amended to thereby comply with any such policy change, whether one or more.

4. No garage, basement, trailer, tent, shack, or any other like building or shelter erected or located on any lot, shall ever be used as a dwelling unit. No residence dwelling or other type building, or any part of any other type building, shall ever be moved from outside of the lots onto any one or more of the lots. Regardless of the foregoing sentence, a portable storage building may be moved into a lot's "back yard" subject to the following conditions: (1) the portable storage building must be located within the wood fence surrounding such lot's back yard; (2) the portable storage building must be proportionate in size to the residence and to the lot's back yard; and (3) the portable storage building must be of an attractive appearance and in good condition at the time the portable storage building is moved into the lot's back yard and must be maintained in this same manner. For a period of 7 years beginning date hereof, Declarant reserves the right to require the owner of any lot to remove a portable storage building from such lot if, in the sole discretion of the Declarant, these conditions are not met. For purposes of enforcing this right, Declarant shall be considered as the owner of a lot with access to the options for enforcement set forth in paragraph 13 below.

No home beauty shops or home barber shops shall be allowed. Further, no occupations of any kind shall be allowed which require any structural alterations in any dwelling unit or room of any residence, or require the installation of machinery or equipment other than that customary to normal household operations, or require stocks in trade or inventory being kept and sold on the premises, or require exterior storage for equipment or materials. Any such occupation or activity shall be considered as noxious and offensive, and thereby deemed to be a nuisance.

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than five square feet advertising the property for sale or rent, or a sign used by a building contractor to advertise the building of such property during the construction and sales period.

No radio or television antenna shall extend more than five (5) feet above the highest point of the roof of any building, and no antenna shall be erected or maintained on any lot not having a residence thereon.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

6. No oil drilling, oil development operations, oil refining, or quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use of boring for oil and/or natural gas shall be erected, maintained or permitted on any lot.

7. No trailer, camper, boat, motor home or other recreational vehicle, pickup truck of more than one ton capacity, or any other vehicle not used in day to day transportation, shall be parked, stored or maintained on any lot in such a way as to be visible from the front street or nearer to the side street than the side street building set back line.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such garbage, trash and rubbish shall be kept in sanitary containers. All receptacles for disposal of such material shall be kept in a clean and sanitary condition.

9. No truck, bus or commercial trailer shall be parked in the street in front of any lot. No truck, bus or commercial trailer shall be parked on the driveway or any portion of any lot in such a manner as to be visible from the street.

10. Construction of the residence shall commence within one (1) year of the date hereof. If construction has not commenced within one (1) year, Declarant shall be entitled to purchase the respective lot at the gross sales price of such lot at closing date plus a sum equal to the calculated interest from closing date to date of purchase by the Declarant on such gross sales price at the prime rate as published by the Wall Street Journal on closing date. Once commenced, construction shall be diligently pursued to the end that it will be completed within eighteen (18) months from the date commenced.

11. For a period of seven (7) years beginning the date hereof, Declarant does hereby establish an Architectural Review Committee ("Architectural Reviewer") composed of Declarant in order to regulate the design, use and appearance of the lots in order to preserve and enhance the value of the development. Each lot owner, by accepting an interest in or title to the lots, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that no residence will be commenced on any portion of the owner's lot without the prior written approval of Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole reasonable discretion. The rights of Declarant as Architectural Reviewer shall be assignable to any person or entity, provided that such assignment will be in a written instrument to be filed in the Official Public Records of Lubbock County, Texas.

No residence, building, structure, fence, wall, improvement of any kind or nature shall be erected, placed or altered on any lot until all plans and specifications (the "Plans") have been submitted to and approved in writing by the Architectural Reviewer as to:

- (i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and proper facing of main elevation with respect to nearby streets, all in accordance with this declaration and/or the design guidelines and/or bulletins;
- (ii) minimum finished floor elevation and proposed footprint of the residence;
- (iii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping, and the treatment of all surfaces, walls and components which are shared with adjoining residences;
- (iv) drainage solutions;
- (v) the observance of and compliance with applicable setback lines and easement areas; and
- (vi) the other standards set forth within this declaration (and any amendments hereto) or as may be set forth within the design guidelines, bulletins promulgated by the Architectural Reviewer or matters in which the Architectural Reviewer has been vested with the authority to render a final interpretation and decision.

The Plans to be submitted to the Architectural Reviewer will include: (i) a site plan showing the location, description of materials and architectural treatment of all walks, driveways, fences, walls, the residence and any other structures and improvements; (ii) floor plan showing the exact window and door locations, exterior wall treatment and materials, the treatment of party walls and all other shared improvements, and the total square feet of air conditioned living area; (iii) exterior elevations of all sides of any structure must be included, the type of roofing materials must be indicated, and the type, use and color of exterior wall materials must be clearly indicated throughout; (iv) front, rear, and side elevations must show all ornamental and decorative details; (v) specifications of materials may be attached separately to the plans or written on the plans themselves (plans will not be approved without specifications - specifications must include type, grade of all exterior materials, and color of all exposed materials); and (vi) landscaping plan.

The Architectural Reviewer is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Architectural Reviewer.

The Architectural Reviewer may require as a condition precedent to any approval of the Plans, that the applicant obtain and produce an appropriate building permit from the City of Wolfforth, Texas. The Architectural Reviewer is also authorized to coordinate with the City of Wolfforth in connection with the applicant's observance and compliance of the construction standards set forth in this declaration, the design guidelines, and any bulletins or lot information sheets promulgated thereunder. However, the mere fact that the City of Wolfforth issues a building permit with respect to a proposed structure does not automatically mean that the Architectural Reviewer is obliged to unconditionally approve the Plans. Similarly, the Architectural Reviewer's approval of any Plans does not mean that all applicable building requirements of the City of Wolfforth or County of Lubbock have been satisfied.

The Architectural Reviewer may, from time to time, publish and promulgate additional or revised design guidelines, and such design guidelines shall be explanatory and illustrative of the general intent of the proposed development of the lots and are intended as a guide to assist the Architectural Reviewer in reviewing plans and specifications.

Within ten (10) business days ("business days" being days other than Saturday, Sunday or legal holidays) following its receipt of the Plans, the Architectural Reviewer shall advise the submitting owner whether or not the Plans are approved. If the Architectural Reviewer shall fail to approve or disapprove the Plans in writing within said ten-day period, it shall be presumed that the Architectural Reviewer has disapproved the Plans. Plans shall not be deemed to have been received by the Architectural Reviewer until the Plans are received and a written receipt is signed by the Architectural Reviewer. If the Plans are not sufficiently complete or are otherwise inadequate, the Architectural Reviewer may reject them as being inadequate or may approve or disapprove certain portions of the same, whether conditionally or unconditionally. The Architectural Reviewer shall not approve any Plans unless it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding lots, that the appearance of any structures affected thereby will be in harmony with surrounding structures, and that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the THE OVERLOOK. The Architectural Reviewer may adopt rules or guidelines setting forth procedures for the submission of Plans and may require a reasonable fee to accompany each application for approval in order to defray the costs of having the Plans reviewed. In addition to the Plans described herein, the Architectural Reviewer may require such details in the Plans submitted for its review as it deems proper. Until receipt by the Architectural Reviewer of the Plans and any

other information or materials requested by the Architectural Reviewer, the Architectural Reviewer shall not be deemed to have received such Plans or be obligated to review the same.

Neither Declarant, nor the Architectural Reviewer nor the officers, directors, managers, members, employees and agents of any of them, shall be liable in damages to anyone submitting Plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans or specifications. No approval of Plans and specifications and no publication of any design guidelines, architectural bulletins or lot information sheets shall be construed as representing or implying that such Plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits Plans or specifications, and every owner of each and every lot, agrees that he or she will not bring any action or suit against Declarant, the Architectural Reviewer, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. The Declarant and the Architectural Reviewer have sole discretion with respect to taste, design, and all standards specified by this declaration and any design guidelines. The Declarant and the Architectural Reviewer (and each of its officers, directors, managers, members and employees) has no liability for decisions made in good faith, and which are not arbitrary and capricious.

No approval by the Architectural Reviewer of any Plans for any work done or proposed to be done shall be deemed to constitute a waiver of any rights on the part of the Architectural Reviewer to withhold approval or consent to any similar Plans which subsequently are submitted to the Architectural Reviewer for approval or consent.

Upon approval of the Plans by the Architectural Reviewer, the owner submitting such Plans for approval promptly shall commence construction of all improvements and structures described therein and shall cause the same to be completed in compliance in all material respects with the approved Plans, and in compliance with these declarations. If an owner shall vary materially from the approved Plans in the construction of any improvements and structures, the Architectural Reviewer shall have the right to order such owner to cease construction and to correct such variance so that the Improvement will conform in all material respects to the Plan as approved. If an owner shall refuse to abide by the Architectural Reviewer's request, the Architectural Reviewer shall have the right to take appropriate action to restrain and enjoin any further construction on a lot that is not in accordance with approved Plans. The Architectural Reviewer shall have the right, but not the obligation, to inspect the improvements during construction to insure compliance with the Plans and compliance with City of Wolfforth code requirements.

The Architectural Reviewer may authorize variances from compliance with any of the provisions of this declaration relating to construction of improvements and structures on a lot, including but not limited to restrictions upon height, size, floor area, exterior walls, roofing design and materials, replacement of structures when deemed appropriate in the sole discretion of the Architectural Reviewer. Additional considerations of the Architectural Reviewer in deciding whether to grant a variance include circumstances such as governmental code changes, topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be evidenced in writing, and shall become effective upon their

execution. Such variances may be recorded. The granting of a variance shall not operate to waive any of the terms and provisions of this declaration for any purpose except as to the particular lot and particular provisions hereof covered by the variance, nor shall it affect in any way the lot owner's obligation to comply with all governmental laws and regulations affecting the use of the lot.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Except as amended per Section 11 hereof, anyone or more of these covenants may be amended by an instrument signed by at least 75% of the then owners of the lots agreeing to change any such covenant, condition, and restriction in whole or in part.

13. Enforcement shall be by proceedings, at law or in equity, by the owner of any lot or lots, against any person or persons, or any other entity, violating or attempting to violate any covenants. The person or entity seeking enforcement shall have the right to enforce, by any proceedings, at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or right to do so thereafter. If any lot owner shall be required to employ an attorney to enforce or defend the rights of such lot owner hereunder, the prevailing lot owner shall be entitled to recover reasonable attorney's fees, court costs and out-of-pocket expenses incurred as a result thereof.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

The undersigned, being the sole owner of the hereinabove described real property, does hereby revoke any and all prior restrictions or restrictive covenants, if any, placed on said land by any prior owners.

EXECUTED AND EFFECTIVE this 16th day of DECEMBER, 2022.

**OVERLOOK LAND DEVELOPMENT
GROUP, LLC**, a Texas limited liability company

By: _____

Jordan Wheatley, Manager

By: _____

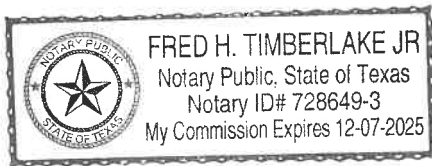
Jack F. Strong, III, Manager

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared JORDAN WHEATLEY, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of OVERLOOK LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of DECEMBER, 2022.





Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared JACK F. STRONG, III, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of OVERLOOK LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 2022, 2022.





Notary Public, State of Texas

**CONSENT OF LIENHOLDER TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

The undersigned lienholder holds a first lien mortgage on the property described in the above Declaration of Covenants, Conditions and Restrictions (the "Declaration"). By signing this instrument, the lienholder hereby consents to the Declaration and subordinates the lien created by the deed of trust to the Declaration. The lienholder agrees that any foreclosure under the deed of trust will be subject to the restrictions contained in the Declaration.

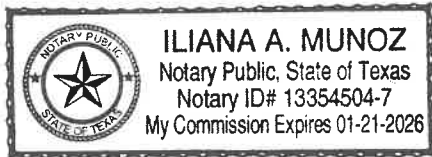
PLAINSCAPITAL BANK

By: _____
Chad Hill, Senior Vice-President

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 20th day of December, 2022, by CHAD HILL, Senior Vice-President of PLAINSCAPITAL BANK, a state banking association, on behalf of said association.



Iliana Munoz
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
12/21/2022 01:35 PM
FEE: \$58.00
2022056735

