

Esccondido Proceeds
Counter



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
ESTABLISHMENT OF A HOMEOWNER'S ASSOCIATION**

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

WHEREAS, OVERLOOK LAND 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 179-303, The Overlook, an Addition to the City of Wolfforth, Lubbock County, Texas, being more fully described on a plat filed on or about the 23rd day of August, 2023, as Instrument No. 2023033089, 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.

**ARTICLE I
USE RESTRICTIONS, CONSTRUCTION STANDARDS AND EASEMENTS**

1.1. Lots 179 through 303 (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 made be entered from and face the side of the lot that faces the adjacent street, provided such design satisfies all other restrictions contained herein. All of any chimney and at least eighty percent (80%) of the exposed exterior walls of each residence shall be of brick veneer construction. In calculating the above eighty percent (80%) 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 (except as otherwise excluded) in earth tone colors only 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 double-mount mailbox attached to a single pedestal post. Therefore, each residence shall contribute one-half the cost to purchase and install such a mailbox with an adjacent residence, the placement of which shall be in compliance with regulations issued by the United States Postal Service. If a residence has only one adjacent residence, and such adjacent residence already has access to mail service, the residence with only one adjacent residence shall have access to mail services delivered by the United States Postal Service to a single-mount mailbox attached to a single pedestal post. 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.

1.2. The minimum front building setback line for each residence shall be at least twenty (20) feet from the street and for all other building setback requirements, such 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.

1.3. An underground electrical distribution system will be installed to serve each lot or tract; 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 or tract shall, at that owner's cost and expense, furnish, install, own and maintain (all in accordance with the requirements of the City of Lubbock, Lubbock County, Texas) an underground service cable and appurtenances from the meter installed on each lot or tract 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." Any and all of the foregoing notwithstanding, should the City of Lubbock 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 and tract owners, and the foregoing provisions of this, Paragraph 1.4, shall automatically be amended to thereby comply with any such policy change, whether one or more.

1.4. No garage, basement, trailer, tent, shack, or any other like building or shelter erected or located on any lot or tract, 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 or tracts onto any one or more of the lots or tracts. 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 5.3 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.

Except for an entrance feature erected on Tract "B", no sign of any kind shall be displayed to the public view on any lot or tract, 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.

1.5. 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.

1.6. No oil drilling, oil development operations, oil refining, or quarrying or mining operations of any kind shall be permitted on or in any lot or tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot or tract. 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 or tract.

1.7. 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 or tract 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.

1.8. No lot or tract 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.

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

1.10. Construction of the residence shall commence within one (1) year of the closing date, and "closing date" shall be construed as the date when Declarant transferred title to the respective single family lot. 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 single family 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.

ARTICLE II ASSOCIATION

2.1 The Overlook Homeowner's Association, Inc., a Texas nonprofit corporation, (the "**Association**") has been established by filing its certificate of formation and is governed by the certificate, this Declaration, and the Bylaws of the Association (collectively, the "**Governing Documents**"). The Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents. The Association shall be governed by the Board of Directors (the "**Board**") as provided in the Bylaws.

2.2 The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, owners will be provided a copy of any rules.

2.3 Every owner of a lot or tract is a member of the Association. Membership is appurtenant to and may not be separated from ownership of a lot or tract. Each member shall be entitled to one (1) vote in the Association for each lot or tract owner. When more than one person or entity holds an interest in any lot or tract, all such persons and entities shall be considered as one member. The vote for such lot or tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III ASSESSMENTS

3.1 The Association may levy assessments (an "**Assessment**") against any lot or tract to promote the recreation, health, safety and welfare of the members of the Association, to fund the operating expenses of the Association and to improve and maintain the common areas, which includes any common area designated by the Declarant and conveyed to the Association in the future (collectively, the "**Common Areas**"). An Assessment is a personal obligation of each

owner when the Assessment accrues.

3.2 Assessments are secured by a continuing lien on each lot or tract, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a lot or a tract, each owner grants the lien, together with the power of sale, to the Association to secure Assessments; provided, however, such lien shall be inferior and subordinate to the tax lien held by local taxing authorities, any purchase money loan for the lot or tract, and the improvements, if any, placed upon the lot or tract, which are financed by any third-party lender.

3.3. A lot or tract becomes subject to Assessments on conveyance of the lot or tract by Declarant.

3.4. *Regular Assessments*

a. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association.

b. Regular Assessments may be changed by the Board, but any such change will only be effective starting on the 1st day of January of the year next following such change. Written notice of any change of the Regular Assessment will be sent to every owner at least on or before December 1st of any year the change is adopted; provided, however, no notice will be sent to the owner if there has been no change in the Regular Assessment.

c. Regular Assessments will be collected annually for the succeeding calendar year and will be due on or before January 31st of such calendar year. Example, the first assessments are due on or before January 31, 2018, and continue thereafter on or before the 31st day of January of each year following successively thereafter until amended in accordance with this Declaration or Bylaws of the Association.

3.5. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every owner. Any Special Assessment must be approved by a fifty-one percent (51%) of the votes cast at a meeting of the Members in accordance with the Bylaws.

3.6 The lien granted and reserved to the Association is subordinate to any lien granted by an owner against a lot or tract not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure; provided, however, the Association may still seek payment of the Assessments from the original owner who the assessment was made against.

3.7 Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot or tract. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each owner, by his or her acceptance of a deed to a lot or tract, hereby expressly vests in the Association or its agents, the

right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce such lien by all methods available for the enforcements of such liens, including nonjudicial foreclosure pursuant to applicable law, and each owner hereby grants to the Association a power of sale in connection with such lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all owners. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her lot or tract.

3.8 An owner delinquent in payment of any Assessment may not vote on any business conducted by the Association. If an owner violates the Governing Documents, the Association may suspend the owner's rights under the Governing Documents in accordance with law until the violation is cured.

3.9 An owner is liable to the Association for damage to Common Areas caused by the owner or the owner's family, guests, agents, independent contractors and invitees in accordance with law.

3.10 The Association maintain property insurance and comprehensive liability insurance in amounts reasonable determined by the Board and covering the Common Area.

ARTICLE IV COMMON AREA USE AND MAINTENANCE

4.1. Each owner has an easement in and to the Common Area, subject to the right of the Association to:

- a. suspend an owner's rights under the Governing Documents;
- b. restrict use of any of portion of the Common Area as may be necessary for the health and safety of the Members;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of fifty percent (5%) of the Members casting a vote at a meeting in accordance with the Bylaws.

4.2 An owner's right to use and enjoy the Common Area extends to the owner's family, guests, agents, and invitees, subject to the Governing Documents.

4.3 An owner may not erect or alter any structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

4.4 The Association shall be responsible for the maintenance of the Common Area including landscaping and maintaining any entrance feature or other improvements located in the Common Area.

ARTICLE V MISCELLANEOUS

5.1 Regardless of any other provision contained herein, for a period of 7 years beginning on the date hereof, Declarant reserves the right (on application and request of the

owner of any lot or tract) to waive, vary or amend (by an appropriate letter to that effect, addressed and delivered to such applicant owner by Declarant for filing in the Real Property Records of Lubbock County) any of these covenants and restrictions to any particular lot or tract, if, in the sole discretion of the Declarant, such action relieves hardship or permits better architectural planning to be effected.

5.2 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. Any one or more of these covenants may be amended by an instrument signed by at least 75% of the then owners of the lots and tracts agreeing to change any such covenant, condition, and restriction in whole or in part.

5.3. Enforcement shall be by proceedings, at law or in equity, by the owner of any lot or tract, 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 or tract 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.

5.4 Declarant may, at any time and from time to time, add additional lands to the Property. Upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to record a notice of addition of land containing the following provisions:

(i) A reference to this Declaration, which reference will include the document number or volume and initial page number of the Official Public Records of Lubbock County wherein this Declaration is Recorded;

(ii) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and

(iii) A legal description of the added land.

EXECUTED AND EFFECTIVE this 25th day of August, 2023.

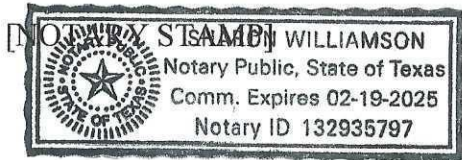
OVERLOOK LAND GROUP, LLC, a Texas limited liability company

By: [Signature]
Name: Jordan Wheatley
Title: MGR

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On this 25th day of August, 2023, before me, a Notary Public in and for said state, personally appeared Jordan Wheatley in his capacity as Manager of Overlook Land Group, LLC, a Texas limited liability, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas



After recording, please return to:

Overlook Land Group, LLC
c/o Jordan Wheatley
3913 114th Street, Suite #7
Lubbock, Texas 79423

CONSENT OF LIENHOLDER TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF A HOMEOWNER'S ASSOCIATION

The undersigned lienholder holds a first lien mortgage on the property described in the attached Declaration of Covenants, Conditions and Restrictions and Establishment of a Homeowner's Association (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: *Kyle Arp*
Name: Kyle Arp
Title: Assistant Vice President

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This instrument was acknowledged before me on this 25th day of August, 2023, by Kyle Arp, the assn vice pres. of Plainscapital Bank.

Dusti Carter
Notary Public, State of Texas

DUSTI CARTER
Notary's printed name

My Commission expires:
4/23/26

