

Overlook Land Group LLC
Covenant

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ADDITION OF ADDITIONAL PROPERTY TO 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 342-A through 389-A, The Overlook, an Addition to the City of Wolfforth, Lubbock County, Texas, being more fully described on a plat filed on or about the 12th day of September, 2024, as Instrument No. 2024037037, in the Official Public Records of Lubbock County, Texas, to which reference is hereby made for all purposes (the "Additional Property");

SUPPLEMENT TO ORIGINAL DECLARATION TO INCLUDE ADDITIONAL PROPERTY

A. Declarant executed and recorded that certain Declaration of Covenants, Conditions and Homeowners Association, recorded as Document No. 2023033089, of the Official Public Records of Lubbock County, Texas, (as amended and supplemented, the "Declaration"), which affects that certain real property described therein (the "Original Property").

B. Pursuant to the terms of the Declaration, Declarant desires to supplement and amend the terms of the Declaration by adding additional property owned by Declarant to be covered by the terms and conditions of the Declaration, except as may be modified as provided herein.

NOW, THEREFORE, Declarant pursuant to its authority contained in the Declaration, hereby supplements and amends the Declaration as follows:

1. Defined Terms. All terms used herein and not defined herein shall have the same definition herein as in the Declaration.
2. Additional Property. Declarant is the owner of all of that certain Additional Property.

It is hereby declared that all of the Additional Property shall be held, sold and conveyed, subject to the easements, restrictions, covenants and conditions contained in the Declaration, as amended hereby, 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. All references to the term "lots" shall include Lots 342-A through 389-A.

3. Membership in Association. Pursuant to the Declaration, as supplemented by this supplement, every owner of each lot included in the Additional Property 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. The Additional Property shall be subject to payment of assessments pursuant to the terms of the Declaration.

4. Enforcement. Declarant may enforce performance of all covenants and conditions contained in the Declaration on the Additional Property, and to demand and receive any and all documents covenanted to be given in the Declaration in the same manner and with the same effect as if the Additional Property had originally been included in the Declaration.

ADDITIONAL USE RESTRICTIONS, CONSTRUCTION STANDARDS AND EASEMENTS

WHEREAS, the Declarant shall convey the Additional Property subject to these additional certain protective covenants, conditions, restrictions and charges, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the Additional Property shall be held, sold and conveyed, subject to the additional 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.

1.1. (a) Lots 342-A through 383-A (hereinafter sometimes referred to as "the single family 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 single family 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 single family 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.

(b) Lots 385-A, 387-A and 389-A (hereinafter sometimes referred to as "the duplex lots") shall be used for two-family residential purposes only, and a "two-family dwelling" (hereinafter sometimes referred to as a "duplex") shall be construed as defined by the City of Wolforth Zoning Code as it exists as of the date set forth below. No building shall be erected, altered, placed, or permitted to remain on any duplex lot or lots other than one duplex consisting of no more than two (2) dwelling units and not exceeding two stories in height, and each dwelling unit of the duplex shall contain a private garage providing for a minimum of two automobiles, one garage attached to each unit of such duplex. Each dwelling unit of a duplex shall contain at least 1,200 square feet of floor space, exclusive of garage, open or screened porch, storage rooms, basement and other space not equipped with heating and cooling (hereinafter sometimes referred to as "floor space"). Each garage shall be entered from and face the front of each respective lot and the garages of a duplex and the driveways servicing the same shall be located roughly in the center of each respective duplex lot to accommodate the public utility company easements

referenced in Paragraph 2 hereof. All construction plans must be approved by the Declarant or Association (as such term is defined in the Original Declaration) prior to commencement of construction.

For purposes of the remainder of this Declaration, duplexes and single family residences may sometimes be referred to collectively as "residences" and duplex lots and single family lots may sometimes be referred to collectively as "lots."

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 cluster mailbox located in a designated area of the subdivision. Therefore, each residence shall contribute a portion of the cost for the cluster mailboxes as determined by Declarant.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

EXECUTED AND EFFECTIVE this 13TH day of March, 2023.

OVERLOOK LAND GROUP, LLC, a Texas limited liability company

By: _____
Name: Jack F. Strong, III
Title: Manager

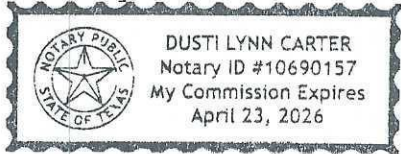
STATE OF TEXAS §
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COUNTY OF LUBBOCK §

On this 13th day of March, 2023, before me, a Notary Public in and for said state, personally appeared Jack F. Strong, III, in his capacity as Manager of Overlook Land Group, LLC, a Texas limited liability, on behalf of said limited liability company.

Dusti Lynn Carter

Notary Public, State of Texas

[NOTARY STAMP]



After recording, please return to:

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