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**SPANISH BIT COURT ADDITION**  
**Amended and Restated Declaration of Covenants, Conditions, and Restrictions**

This Amended Declaration of Covenants, Conditions, and Restrictions is made effective as of the 1st day of October, 2020, at Lubbock, Texas, by Princess Land Company, LLC (hereinafter "**Developer**") and not less than 80% of the record owners of Lots 1-18, 17-A, 18A, 19-24, 25-A, and 26-58, inclusive, in the Spanish Bit Court Addition, together all hereinafter jointly referred to as "**Declarant**".

**Recitals**

Declarant, together with Princess Land Company, LLC (hereinafter "**Developer**"), are the owners of all that certain real property ("the **Property**") located in Lubbock County, Texas, described as follows: Lots 1-18, 17-A, 18-A, 19-24 and 25-A and Lots 26-58, which comprise Phases One, Two and Three of the Spanish Bit Court Addition to Lubbock County, Texas, together with certain unplatted acreage (the "**Acreage**") out of the following described Parent Tract owned by Developer (the "**Parent Tract**"):

A 140.24 acre tract of land, more or less, located in Section 7, Block JS of the E.L. & R.R. Railroad and Company Survey, Lubbock County, Texas, and described in Volume 5362, Page 328 of the Real Property Records of Lubbock County, Texas, portions of which are now known as the Spanish Bit Court Addition to Lubbock County, Texas, being the same property as set out in the Original Plats recorded in, Volume 7853, Page 263, Volume 9564, Page 344, and Instrument No. 2011003222, Official Public Records of Lubbock County, Texas, and including that land conveyed to Princess by instrument recorded in/under Clerk's File No. 2014034033, Official Public Records of Lubbock County, Texas, less and except that portion of the 140.24 acre tract of land that lies north of the South Plains Electric Cooperative right-of-way which was hereby excluded from the covenants, conditions and restrictions imposed on the property by prior Dedication Deeds or Amendments and the covenants, conditions and restrictions imposed on the property herein.

Declarant desires to amend certain of the covenants, conditions and restrictions imposed on the Property in the Dedication Deed recorded in Volume 7853, Page 243, Real Property Records of Lubbock County, Texas and Declaration of Covenants, Conditions and Restrictions recorded in Volume 7853, Page 247, Real Property Records of Lubbock County, Texas, and as previously amended by Amended Declarations of Covenants, Conditions and Restrictions recorded in Volume 9564, Page 326, Real Property Records of Lubbock County, Texas, and Amended Declarations of Covenants, Conditions and Restrictions For Lots 1-18, 17-A, 18-A, 19-24 and 25-A, recorded by Instrument Number 2008009088, Official Public Records of Lubbock County, Texas, and Amended Declaration of Covenants, Conditions and Restrictions for Lots 1-18, 17-A, 18A, 19-24 and 25-A, recorded by Instrument Number 2011003222, Official Public Records of Lubbock County, Texas, and Amended Declaration of Covenants, Conditions and Restrictions recorded by Instrument Number 2016018577, Official Public Records of Lubbock County, Texas, and Amended Declaration of Covenants, Conditions, and Restrictions recorded in/under Clerk's File No 2020022514, Official Public Records of Lubbock County, Texas (collectively, the "**Restrictions**"). The preceding Declarations and Amendments thereto are included herein except for the modifications, changes, additions and amendments that are set forth below. These amendments will benefit the Property in general, the parcels and lots that constitute Phase One, Phase Two and Phase Three of the development of the Property, the Declarant, and each successive owner of an interest in the subject property, together with the Acreage.



Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the subject property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the subject property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. All prior Covenants, Conditions and Restrictions and any modifications of same and filed of record in Lubbock County, Texas, are hereby amended and restated as set forth below:

## ARTICLE I GENERAL

**SECTION 1: Definitions.** In addition to those terms heretofore defined, the following words, when used in this Declaration, shall have the meanings assigned to them as follows:

- a. "Lot" or "Lots" shall refer to all lots of 1-18, 17-A, 18A, 19-24, 25-A, and 26-58, inclusive, in the Spanish Bit Court Addition, together with all lots platted out of the Acreage.
- b. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of mortgage, the term "Owner" shall not include any i) mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof or ii) holder of any easement or right of way over, under, upon or across any Lot.
- c. "Improvement" or "Improvements" shall mean and refer to all structures or other improvements to any Lot of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, parking facilities, walkways, driveways, landscaping, swimming pools, site lighting, site grading and earth movements, and any exterior additions, changes or alterations thereto, including both original improvements and any later changes and improvements.
- d. "Spanish Bit Ranch" shall mean the private restricted residential area and any associated recreational area, inclusive of Spanish Bit Court Addition.
- e. "Homeowners Association" shall mean the Spanish Bit Homeowners Association, Inc., a corporation composed of the Owners of all Lots within the Spanish Bit Court Addition.
- e. "Common Areas" shall mean an area actually owned by or designated as owned by the Homeowners Association.
- f. "Original Declarant" shall mean Ranfive, Inc., Nancy Howard and Patti Frullo, and their successor in interest.
- g. "Single Family Residential Dwelling" shall mean a dwelling designed for use by a Single Family.
- h. "Single Family" shall mean persons related to each other within the second degree of affinity or consanguinity.
- i. "New Roads" shall mean roadways and/or streets in the Acreage created a part of the platting of Lots of not less than ½ acreage in size.

**SECTION 2: Purpose or Restrictions.** The purpose of this Amended and Restated Declaration of Covenants, Conditions, and Restrictions is to protect the Declarants against improper development and use of the Lots; to assure compatibility of design of Improvements located thereon, to secure and preserve sufficient setbacks and space between improvements constructed on the Lots so as to create an aesthetically pleasing environment, to provide for landscaping, and the maintenance of the Lots; an in general to encourage construction of attractive, high quality, permanent Improvements on the Lots that will promote the general welfare of the Declarants and all future Owners and protect the value of their investment.

## ARTICLE II PROTECTIVE COVENANTS

**SECTION 1. Use Limitations.** All lots and any buildings and structures located on the Lots shall be used for Single Family Residential Dwelling purposes only, unless designated by the Home Owners Association as "common areas" and further shall be subject to the following restrictions and limitations;



a. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Single Family Residential Dwelling, a private garage for not less than two cars, a well house and two other outbuildings not used as living quarters.

b. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become dangerous, or a nuisance to the Owners of the remaining Lots,

c. Except as may be otherwise permitted herein, no structure of a temporary character, including, but not limited to, a trailer, mobile home, modular home, prefabricated home, tent, shack, or any other temporary structure or building shall be placed on any Lot, no house, garage, barn or other structure appurtenant thereto, shall be moved upon any Lot from another location.

d. No animals of any kind, other than those used for personal pleasure or show purposes shall be raised, bred, or kept on any Lot. **Notwithstanding the foregoing, no ungulates of any kinds shall be permitted to be kept on any Lot.** A maximum of two (2) of each of dogs and cats may be kept on a Lot, provided that they are not kept, bred or maintained for any commercial purpose. Any animals permitted to be kept on a Lot shall be properly penned or otherwise restrained; all animals permitted to be kept on a Lot shall be properly fed and watered; and all facilities provided for the housing of such animals shall be maintained in a clean and sanitary condition. No aggressive dogs shall be allowed to be kept on any Lot. An "**aggressive dog**" is defined as any dog declared to be aggressive by a 2/3 vote of the Directors of the Homeowners Association.

e. No rubbish, trash, garbage, debris or other waste shall be dumped or allowed to remain on any Lot.

f. No trailer, motor home, boat, recreational vehicle, truck larger than one ton, or other vehicle passenger automobiles shall be permitted to park on any Lot except that a trailer, motor home, boat or recreational vehicle may be parked on a Lot at a location to the side or rear of the main Single Family Residential Dwelling constructed of that Lot provided that it is parked in a garage or otherwise concealed from view from all public streets which border such Lot. All passenger automobiles belonging to an Owner shall be parked in garages constructed as provided herein. No wheeled vehicle, trailer, or other with a gross weight of greater than 10,000 pounds shall be allowed on the subdivision without the special permission in writing from Declarant or Owners of original Spanish Bit Court.

g. No clothesline may be maintained on any Lot.

h. No satellite reception device or equipment larger than two (2) feet in diameter used in the reception of satellite signals shall be allowed on any Lot unless concealed from view of public streets.

i. No manufacturing, trade, business, commerce, industry, profession, or commercial activity to which the general public is invited shall be conducted upon any Lot or in any Improvement erected thereon. This is a private, restricted subdivision that is not open to any solicitors, vendors, or repair vehicles without special permission of Owners.

j. All barns, shop buildings, storage houses, or other accessory structures shall be constructed with exteriors of the same materials as are used on the main Single Family Residential Dwelling on each Lot on all four sides or of substantially similar masonry material. With respect to barns and shop buildings, the side walls of same shall be at least ten feet (10') in height above grade but not more than sixteen feet (16') in height above grade and shall be located behind the rear line, as extended from lot line to lot line, of the single family residence. Notwithstanding the foregoing, all barns, storage houses or other accessory structures constructed on Lots 1-18, 19-24, and 32-55, inclusive, in the Spanish Bit Court Addition shall be governed by the provisions of the restrictions in place prior to October 1, 2020, including any variance(s) granted in connection therewith by the Architectural Control Committee. Further, an Owner may apply to the Architectural Control Committee for a variance to particular requirements set forth herein with respect to barns, shop buildings storage houses and accessory structures, which said Architectural Control Committee, in its sole and absolute discretion, may grant or deny.

**SECTION 2. Building Locations and Minimum Set Back Lines.** Every residence shall be located, so that it shall front on the street upon which the Lot faces. The front yard setback for each Lot shall be forty five feet (45') from the property line of the public street which the Lot faces. The side yard setback for each Lot shall be at least ten feet (10')



from the side property lines of the Lot. The back yard setback for one acre Lots shall be forty feet (40') from the back property line of the Lot and for Lots less than one acre in size shall be ten feet (10') from the back property line of the Lot. Garages shall not face the street in front of the Single Family Residential Dwelling. On a corner Lot, no portion of any Single Family Residential Dwelling, garage, or other building shall extend closer than twenty feet (20') to any side street line.

**SECTION 3. Fences.** Any fence to be constructed on a Lot must conform to the following requirements:

- a. Each Lot shall have a fence or fences meeting the requirements of this Declaration of at least three non-frontal sides. The perimeter fence shall be located on the exterior boundary lines of the Lot. No fence may ever be constructed by an Owner on any righty-of-way or greenway.
- b. The front perimeter of any Lot it not required to be fenced; however, if any fencing is placed on the front perimeter of the Lot is shall not exceed thirty-six inches (36") in height.
- c. All fences constructed on a Lot, including, without limitation, all perimeter fences on a Lot shall be constructed of brick, stone, or cedar pickets.
- d. No perimeter fence (other than front perimeter fences) constructed on a Lot shall be less than seven feet (7') nor more than eight feet (8') in height. Any interior fence constructed on a Lot shall not be more than seven feet (7') in height. Notwithstanding the foregoing, Lots 1-18, 19-24, and 32-55, inclusive, in the Spanish Bit Court Addition shall be governed by the provisions of the restrictions in place prior to October 1, 2020, including any variance(s) granted in connection therewith by the Architectural Control Committee.
- e. All perimeter fences shall be located wholly within the boundaries of a Lot and shall not encroach across such boundaries; provided, however, that the Owners of adjoining Lots may agree to construct a fence along the common boundary of such Lots which extends onto each Lot. Any such agreement must be in writing and must be recorded in the Lubbock County Clerk's office in Lubbock, Texas. To the extent any such common perimeter fence is constructed, the Owners of the Lots on which it is located shall be jointly and severally responsible for the maintenance and repair thereof.
- f. No fences may be placed by the Owner of a Lot on any common area, righty of way or greenway. Additionally, no Owner of a Lot may use any common area, right of way or greenway for storage of any kind.

**SECTION 4. Construction Standards for Lots.** In addition to meeting all applicable building codes, all Improvements on each Lot shall meet with the following requirements:

- a. **HEIGHT AND MINIMUM FLOOR AREAS:** No structure shall have in excess of two (2) stories, and the floor area of the Single Family Residential Dwelling located on each Lot shall have a minimum of 3000 square feet, with at least 2500 square feet on the ground floor of structures having two (2) stories, in every case measured exclusive of porches, decks, garages and basements. Notwithstanding the foregoing, the minimum floor areas as modified herein shall not apply to any Lot for which the foundation of the Single Family Residential Dwelling was poured before June 1, 2020, but shall have the minimum floor areas as provided for by the restrictions in place as of the date of the pouring of the foundation of the Single Family Residential Dwelling.
- b. **EXTERIOR WALLS:** The exposed exterior wall area, exclusive of doors, windows and covered porch area, shall be covered in at least 80% brick, stone or stucco. Any exposed exterior area not covered by brick, stone or stucco shall be covered by wood or siding (metal or synthetic) having the appearance of wood.
- c. **ROOFING DESIGN AND MATERIAL:** Flat roofs, mansard roofs and other "exotic" roof forms shall not be permitted. No residence shall be constructed on any Lot with a roof of crushed stone, marble or gravel, it being intended that each roof shall be constructed only of metal or composition shingles (provided that any composition shingles must be at least 300 lb. shingles), tile or slate. All roof stacks and flashing must be painted to coordinate with the color of the structure.



d. CHIMNEYS: All fireplace chimneys shall be constructed of the same brick, stone or stucco, as appropriate, used for the main structure and shall be equipped at the top with approved spark arrestors.

e. GARAGES: All Lots shall have a garage attached to the side or rear of the main Single Family Residential Dwelling of a sufficient size to provide storage for at least two automobiles and all garages shall be given the same architectural treatment as the main structure located on such Lot. No carports of any kind shall be allowed on any Lot.

f. EXTERIOR LIGHTING: No exterior light shall be installed or situated such that improvements on neighboring Lots are lighted by the same to a degree that exceeds the light of a full moon. All freestanding exterior lights located between the property lines and the main structure shall be compatible with the main structure.

g. DRIVEWAYS: Driveways shall be constructed of concrete with a minimum strength of 2500 p.s.i.

h. WINDOW UNITS: No Single Family Residential Dwelling shall utilize window mounted or sill type air conditioners or heaters.

i. SKYLIGHTS: Skylights shall be permitted in the roof of any Improvement. No other equipment, including, without limitation, heating or air conditioner units, solar panels, satellite dishes or antennas, shall be located on the roof of any improvement unless the same are concealed from view from public streets and do not materially alter the roofline of the Improvement.

j. SWIMMING POOLS: Any non-enclosed swimming pool, spa or hot tub shall be located to the rear of the main Single Family Residential Dwelling, and shall be securely enclosed by a fence and gates (which fence and gates shall comply with the applicable requirements of this instrument) designed to prevent children and animals from accidentally entering the pool enclosure. An enclosed in ground pool may be constructed at the front or side of the main Single Family Residential Dwelling (either attached to the main Single Family Residential Dwelling or as a separate structure), provided that i) the enclosure (wall, courtyard or building) for such pool shall be of the same brick, stone or stucco materials used the main Single Family Residential Dwelling and is in the same architectural style as the main Single Family Residential Dwelling, ii) said in ground pool is not visible from the street the Lot, and iii) the location of the enclosure and in ground pool does not violate any of the setback restrictions in Section 2 above.

k. SEPTIC TANKS: No cesspool, outhouse, or outside toilet shall be permitted on any Lot. Toilets located in any Improvement shall be connected to either an approved public sewage disposal system or to a septic tank located on the Lot on which such Improvement is constructed. Sewage disposal facilities and septic tanks must comply in all respects with all applicable state, county, and/or other governmental laws, rules and regulations.

l. WATER WELLS: Each Lot is required to have a water well and it shall be used solely for domestic consumption and irrigation of landscaping on the Lot. Water wells on a Lot must comply in all respects with all applicable state, county and/or other governmental laws, rules and regulations. No more than one (1) water well shall be placed on a Lot and the pump for that well shall not exceed one five horsepower pump with a 2" discharge capacity. Only submersible pumps shall be used in any water wells located on a Lot. Under no circumstances shall any above ground irrigation motors or similar devices be located on a Lot and/or used in connection with providing water to that Lot for household use and watering of landscaping and/or animals. All wells must be cased from ground level to the water producing strata in a manner as to prevent contamination. Placement of the well is subject to any restrictions or limitations imposed of public record, such as easements held by the City of Lubbock, or as provided by applicable governmental agency with regulatory authority for underground water where the Property is located.

**SECTION 5. Landscaping of Lots:** Landscaping, together with appropriate in ground irrigation system(s) capable of maintaining an adequate water supply to the landscaping, shall be required on all Lots contemporaneously with completion of other Improvements, but in no event later than one (1) year after final completion of Improvements, weather permitting Landscaping must: (1) permit reasonable access to public and private utility lies and casements for installation and repair; (2) provide an aesthetically pleasing variety of trees, shrubs, ground cover; plants and grasses; and (3) provide for landscaping of all portions of the Lot not covered by Improvements. No Lot shall be allowed to have an unkept appearance or a "natural habitat appearance. Landscaping must conform to the neatness of the neighborhood and be subject to approval by the Architectural Control Committee.



**SECTION 6. Screening.** All swimming pool filters, heaters and pumps, and any other similar exposed mechanical devices on a Lot must be screened so that the same are not visible from any public street on which the Lot borders. Screens should be constructed in the same architectural style and materials as the main residence on a Lot.

**SECTION 7. Utilities.** All public or private utilities and service connections, including, but not limited to, gas, water, electricity, telephone, cable television Or security systems, or any wires, cables, conduits or pipes used in or located upon any Lot or easement areas shall be underground; except that fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad to mount transformers, and street lights may be located above ground only where necessary to furnish the service required by the use of such utilities. In no event shall any poles be permitted, other than for street lights or as otherwise permitted herein, and no wires or transmission lines to or from such street lights shall exist above the ground.

**SECTION 8. Trash Containers.** Each Owner shall contract at its own expense with a public or private service for the regular pickup of all trash and other debris, all of which shall be placed in dumpsters or other trash containers. Dumpsters shall be located at a designated site outside the main gate to prevent trash removal trucks from damaging streets, greenways, etc. All trash, household rubbish and other debris must be picked up and regularly curled off-site for disposition prior to becoming unsightly, odorous, or a health hazard.

In order to facilitate the orderly disposition of trash the Homeowners Association shall reserve the right to place dumpsters in selected sites within the development for the use of lot owners who may utilize them for trash disposition. No trash shall be deposited or allowed to remain outside a dumpster site, and the trash disposed of in a dumpster may not include construction material, tree limbs or items incapable of being placed within a 3' x 3' container. Upon the placement of dumpsters, all Lot Owners will be billed monthly for this service at rates reasonably representative of those charged by trash disposal companies.

**SECTION 9. Construction.** The following requirements shall be complied with at all times during construction of Improvements on any Lot:

a. CONSTRUCTION DEBRIS: During the construction or installation of Improvements on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible. No debris shall be allowed to blow or be deposited on any land other than the construction site.

b. STOPPAGE OF CONSTRUCTION: Once commenced, construction shall be diligently pursued to the end that it will be completed within eighteen (18) months from the date commenced. For purposes of this instrument, construction shall be deemed to commence on the earlier of (i) the date on which any governmental authority shall issue any building permit or other permission, consent or authorization required in connection with such construction, or (ii) the date on which excavation or other work for the construction of the footings and/or foundation of any Improvements shall begin.

**SECTION 10. Streets.** At the point in time when 60% of the Lots located on the New Roads have been sold to bona fide purchasers for value who are not wholesale purchasers for resale and said New Roads have been certified to meet the minimum construction standards of the City of Lubbock and after review and approval of the condition of said street improvements by the Board of Directors of the Homeowners Association, the New Roads will be deeded to the Homeowners Association which shall thereafter assume responsibility for all repair and maintenance with the assessments to be utilized for that purpose.

### ARTICLE III MAINTENANCE

**SECTION 1. Duty of Maintenance:** Each owner of any Lot shall have the responsibility, at his sole cost and expense, to keep such Lot, including any Improvements thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:



- a. Prompt removal of all litter, trash, refuse and waste, and regular cutting of weeds and grasses on the Lot prior to and during construction of any Improvements;
- b. Regular mowing of grasses;
- c. Tree and shrub pruning; (an area of disposal will be designated by the Developers, These items shall not be placed in dumpsters,)
- d. Keeping landscaped areas alive, free of weeds, and attractive;
- e. Watering;
- f. Keeping parking areas and driveways in good repair;
- g. Complying with all government health, environmental and police requirements;
- h. Repainting of Improvements;
- j. Repair of exterior damage to Improvements.

Each Owner of any Lot shall have the responsibility, at his/her sole cost and expense, to keep all areas located between the boundaries of such Lot and the paved portion of any street or roads on which such Lot borders in a well maintained, safe, clean and attractive condition. An Owner is not required to landscape or water such area, but the Owner promptly shall remove all litter, trash, refuse, and waste therefrom and regularly mow all grasses and weeds located thereon. Designated "Green Areas" shall be maintained in a neat, attractive manner by the Owners of such Lots that may border on such "Green Areas", Such Maintenance shall include, but is not limited to, removal of all trash, litter and other debris, regular mowing of grass and weeds located thereon, and prohibiting trucks and other vehicles from driving on said areas unless specific permission is given for absolutely necessary repairs to structures and appurtenances.

#### **ARTICLE IV** **Home Owners Association**

All Owners of Lots shall be members of the Homeowners Association. Among other responsibilities, the Homeowners Association is empowered to enforce these Covenants, Conditions and Restrictions.

At such time that the developers execute a deed of a roadway to the Homeowners Association, provided such deed is accepted in writing by the Homeowners Association and fully complies with the terms of Article II, Section 10, the Developer shall be absolved of all such future responsibility for the maintenance of that roadway.

#### **ARTICLE V** **Architectural Control**

**SECTION 1. Organization:** The elected Directors of the Homeowners Association shall appoint an Architectural Control Committee (the "**Committee**") composed of three members who shall be natural persons. No member of the Committee shall be entitled to any compensation for service on the Committee.

**SECTION 2. Approval Required.** No Improvements of any kind shall be constructed on a Lot unless detailed plans and specifications for such Improvement (the "**Plans**") have been reviewed and approved in writing by the Committee. Whenever any Owner desires to construct Improvements on a Lot, such Owner shall submit detailed Plans to the Committee and request written approval of the same.. In addition to such other information as the Committee reasonably may request, the Plans shall include, without limitation, the following information:



- a. A site plan showing the location, description of materials and architectural treatment of all walk, driveways, fences and walls, main and secondary structures should also be located. Precise indications should be given with respect to how drainage will be handled in order that all water will be removed from the entire perimeter of any Improvements.
- b. A floor plan showing exact window and door locations, exterior wall treatment and materials and the total square feet of air conditioned living area.
- c. Exterior elevations of all sides of any building. The type of roofing materials must be indicated. The type, use and color exterior wall materials must be clearly indicated throughout. Window and door types and treatments must be similar on all sides of all sides of the Improvement, and all exposed sides of the Improvement should provide for the same architectural treatment. Front, rear and exposed side elevations must show all ornamental and decorative details. Location and elevation of all fences and pools also must be shown,

The Plans also must include suitable computations showing that the Improvements described in the Plans comply with all requirements of this Declaration concerning minimum floor area and setback and requirements as to how garages face.

**SECTION 3. Timeline for Approval/Disapproval.** Within thirty (30) days following receipt of the Plans, the Committee shall advise the Owner submitting the same whether or not the Plans are approved. If the Committee shall fail to approve or disapprove the Plans in writing within said thirty day period, it shall be conclusively presumed that the Committee has approved the Plans. The Committee 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 surrounding Lots, that the appearance of any structures affected thereby will be in harmony with the surrounding structures and that construction thereof will not detract from the beauty, wholesomeness and attractiveness of the subdivision or the enjoyment thereof by the Owners.

**SECTION 4. Liability.** No members of the Committee shall be liable in damages or otherwise to anyone submitting Plans for approval or to any other person or entity by reason of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Plans.

**SECTION 5. No Waiver.** No approval by the Committee of any Plans for any work done or proposed to be done shall be deemed to constitute a waiver of any right on the part of the Committee to withhold approval or consent to any similar Plans which subsequently are submitted to the Committee for approval or consent.

**SECTION 6. Construction.** Upon approval of the Plans by the Committee, the Owner submitting such Plans for approval promptly shall commence construction of all Improvements described therein and shall cause the same to be completed in compliance in all material respects with the approved Plans. If the Owner materially shall vary from the approved Plans in the construction of any Improvements, the Committee shall have the right to order such Owner to cease construction and to correct such variance so that the Improvements will conform in all material respects to the Plans approved. If the Owner shall refuse to abide by the Committee's request, the Committee 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. Attorney fees and court costs shall be ascribed to the refusing Owner if these actions become necessary to enforce these Declarations.

**SECTION 7. Variances.** The Committee, may authorize variances from compliance with any provisions of this Declaration relating to construction of Improvements on a lot when circumstances such as governmental code changes, or changes in aesthetic principles within the community, including architectural characteristics of the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Such variances must be in writing and must be approved and signed by 100% of the members of the Board of Directors. Such variances shall become effective upon their execution. If such variances are granted, no violation of any of the provisions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variances was granted. This granting of such variances 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



provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the lot.

## **ARTICLE VI MINIMUM LOT SIZE**

### **SECTION 1. Lot Size.**

- a. Lots 1-8, 11-17, 18-24, and 32-55 are one (1) acre in size and shall never be permitted to be resubdivided or consolidated in a fashion to create a Lot having smaller dimensions than one (1) acre. Entire Lots may be consolidated to form a single building site and Lots may be resubdivided and portions thereof combined with another Lot to create a now Lot having dimensions that is at least one (1) acre in size..
- b. Lots 17-A, 18A shall have the minimum size as set forth in Dedication Deed creating same, and may not be replatted except to be consolidated with Lot 17 or 18, respectively.
- c. Lots 31, 56, 57 and 58 and portions of Lot 26 adjoining the Northern border of Lot 31 and the Eastern and Southern borders of Lots 56, 57 and 58, may be resubdivided or consolidated in a fashion to create a Lots having smaller dimensions than one (1) acre, **provided, however, that no such Lot created by consolidation or resubdivision shall ever have dimensions smaller than one-half (1/2) acre.**
- d. **All Lots created out of the Acreage shall have dimensions of not less than one-half (1/2) acre. Prior to platting any such Lots, Developer shall present the proposed plat to the Board of Directors of the Homeowner's Association for approval.**

## **ARTICLE VII PROHIBITION ON SHORT TERM RENTAL**

**SECTION 1. Short Term Rental Rentals Prohibited.** No Lot or its accompanying Single Family Residential Dwelling may be rented or leased for a period of time of less than one (1) year. Each lease shall expressly provide that the Single Family Residential Dwelling and associated outbuildings may only be occupied by the Single Family to whom the lease is made. Subletting to anyone other than the Single Family designated in the lease for any period of time is expressly prohibited. **No lease may be signed that shall have an effective start date of less than one (1) year from the effective start date of any prior lease of the same Lot and its accompanying Single Family Residential Dwelling.**

## **ARTIVCLE VIII Miscellaneous Provisions**

**SECTION 1. Duration.** This Declaration and the covenants and restrictions set out herein shall inure to the benefit of and be enforceable by every lot Owner, including the Developer, and their respective legal representatives, heirs successors and assigns, for a term beginning on the date this Declaration is recorded, and continuing until December 31, 2030, after which time said covenants shall be automatically extended for successive period of ten (10) years each, unless terminated as provided in Section 2, below.

**SECTION 2. Amendments.** The covenants, conditions and restrictions of this Declaration may be amended or terminated only by the affirmative vote of the Owners of not less than two-thirds (2/3rds) of the total number of Lots for all provisions herein other than a) minimum Lots Size and b) Minimum Floor Area, each of which may only be modified by an affirmative vote of not less than ninety percent (90%) of the total number of Lots. Each Lot shall be entitled to a single vote, and in case there are multiple Owners of a Lot, that Lot's vote shall be cast as determined by a majority of its Owners. If an Owner has multiple Lots for a Single Family Residential Dwelling, that owner shall have only one vote.



**SECTION 3. Enforcement.** Enforcement of the covenants and restrictions contained herein shall be by any proceeding at law or in equity to restrain violation or to recover damages. Failure by the Developer or any other Owner to promptly enforce any such covenant or restriction shall not in any event be deemed a waiver of the right to do so thereafter. Developer shall have no special obligation to any Owner to enforce any of the covenants and restrictions contained in this instrument, and any Owner or Owners aggrieved by any violation or alleged violation of these covenants and restrictions shall be responsible for enforcing the same (provided that Developer shall have the right to join in such enforcement in the event Developer, in Developer's sole discretion, elects to do so).

**SECTION 4. Additional Restrictions.** Developer may make additional restrictions applicable to any Lot by appropriate provision in the deed conveying such Lot to Owner, without otherwise modifying the general plan set forth herein, and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed in the same manner as if set forth at length herein.

**SECTION 5. Severability of Provisions.** If any paragraph, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court with competent Jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraph, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

**SECTION 6. Notice.** Wherever written notice to an Owner is permitted or required hereunder, such notice shall be given by mailing the same to such Owner at the address of such Owner designated in the Deed conveying a Lot or Lots to that Owner, as recorded in the Lubbock County Clerk's office in Lubbock, Texas, or to the address of the Owner shown in the records of the Lubbock Central Appraisal District in Lubbock, Texas or other governmental authority imposing or collecting ad valorem taxes on such lot, such notice shall conclusively be deemed to have been given by placing same in the United States mail, properly addressed, whether received by the addressee or not.

**SECTION 7. Titles.** The titles, headings, and captions which have been used throughout this Declaration are for convenience and are not to be used in constructing this Declaration or any part thereof

**SECTION 8. Adjacent Property.** Original Developer owns property which fronts on Erskine Avenue and may choose to allow development of commercial property on said land. As provided in prior restrictive covenants, Original Developer warranted that any such development thereof will not materially detract from the beauty, wholesomeness and attractiveness of the subdivision or the enjoyment thereof by the Owners and said warrant and covenant are renewed and carried forward in this instrument. Any such commercial development is exempted from all requirements, covenants and restrictions set forth herein.

**SECTION 9.** All electrical, plumbing, and mechanical contractors and subcontractors utilized on any construction or improvements must be currently licensed by the City of Lubbock.

**SECTION 10.** Should any lot owner, their contractor, or subcontractor damage any utility facility, lines or assets, the repair shall be at the cost of the property owner with the repair to be performed by the utility-with reimbursement at its cost by the Lot Owner.

**SECTION 11.** General Contractors must provide portable restroom facilities for work crews during construction of improvements of a Lot.

**SECTION 12.** 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. This Declaration applies to the Property in its entirety, and all improvements now existing or to be constructed or placed upon the Property. The provisions of this Declaration are intended to run with the Land and bind all persons and entities who may own, purchase or acquire all or any part of the Property or who may hold any interest therein, and their respective heirs, assigns, successors, devisees, lessees, legal representatives and holders of every kind. The provisions of this Declaration are to become a part of all contracts, deeds, and other legal instruments whereby title to all or any part of the Property, or any interest therein, is divested of an Owner and vested in other persons or entities. When reference



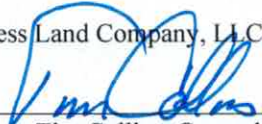
is made to the public record hi contracts, deeds, and other legal instruments such reference will place all primary and subsequent purchasers, owners and holders of the Property or any part thereof, and all persons or entities having or acquiring any interest therein, on due notice of the fall contents of this Declaration as completely as if this entire instrument had been included in such contracts, deeds or other instruments.

SECTION 13. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Development.


Executed on the date of acknowledgment to be effective October 1, 2020.

Lots 26, 27, 28, 29, 30, 31, 37, 38, 56, 57, 58 and Acreage

Princess Land Company, LLC

By:   
Tim Collins, General Partner

Lot #1

  
Henry Reimer


Lot #1

  
Lisa Reimer

Lot #2

  
Jeannie Soto, fka Jeannie Salinas

Lot #2

  
Lorenzo Soto

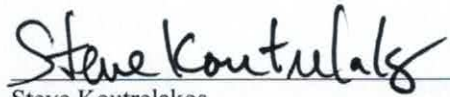
Lot #3

  
Kimberlee Stevens

Lot #3

  
James Stevens

Lot #4

  
Steve Koutrelakos


Lot #4

  
Mellinee Lesley

Lots #5 & 6

Lots #5 & 6

  
Twain Henry

  
Christina Henry