

ARCHITECTURAL &
GENERAL GUIDELINES
FOR
REUNION PARK
Lots 72 - 83

A Planned Subdivision
In
Lubbock, Texas

PREAMBLE

Declarants are the owners and developers of certain residential Lots within a tract of land now commonly known and described as Reunion Park. Declarants propose to establish and implement plans for residential living, aesthetic and quality-of-life considerations. The purposes of this Declaration are to: protect the Declarants and the Owners against inappropriate development and use of Lots within the Properties; assure compatibility of design of improvements within the Subdivision; secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; provide for landscaping and the maintenance thereof; and in general to encourage attractive, quality, permanent improvements that will promote the general welfare of the Declarants and the Owners. Declarants desire to impose these restrictions on Reunion Park property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the quality and distinction of the project.

RESTRICTIVE COVENANTS

1. **Architectural Control Committee.** An Architectural Control Committee (hereinafter referred to as the ACC is hereby created and charged with the following responsibilities:

- A. Reviewing, approving, rejecting, or requiring changes in proposed improvements in Reunion Park, which improvements are proposed to be built on or moved onto any Lot or Lots, including any additions or alterations of existing structures or other improvements.
- B. Enforcing or helping with the enforcement of these restrictions.

The committee shall consist of four (4) persons who must be:

- A. Twenty-one (21) years of age or older.
- B. Owner of record of property in Reunion Park.

The initial members of the committee will be the developers, Carl Evan Mortensen and Debora Carlene Mortensen and two other people designated by the developers. The developers may designate other persons to serve in their places on the committee at any time and may, at their discretion, discontinue serving on the committee.

All requests for improvements to any Lot or Lots must be submitted in writing to the chairman of the committee prior to submittal to the City of Lubbock for a building permit and prior to any construction. The chairman shall notify the other members of the committee of such request and call a meeting of the committee to make a decision concerning any request, and failure to do so will be presumed to be a decision in favor of such request. Three (3) members of the committee shall constitute a quorum for conducting business.

2. Use and Occupancy. All Lots and dwellings shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional for other nonresidential purpose if such use invites the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to “garage sales” provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or, the use of any Residence by Declarants or any other builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarants or any Builder.

3. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No recreational vehicles, including but not limited to boats, mobile homes, mobile trailers, camping vans, shall be parked, maintained, stored or kept on any Lot, unless such vehicle is maintained in the rear portion of a lot, on a concrete paved surface, and within the rear yard fence, and additionally, shall be located no closer to a side street or public right-of-way than ten feet (10’) to the lot line, and shall be located no closer than five feet (5’) to an interior lot line.

No junk vehicles or abandoned vehicles shall be stored or kept on any Lot. For the purposes of this provision, any vehicle which is in a non-operating condition for five (5) consecutive days, or any such vehicle which does not have a current state inspection sticker or license plate, shall be in violation of this restriction.

No truck, bus or commercial trailer (or any other like vehicle or equipment) shall be parked in the street in front of any such lot or be parked on the driveway or on any portion of any lot in such manner as to be visible from the street, except for construction and repair equipment while a dwelling is being built or repaired.

4. Development Activity. Notwithstanding any other provision herein, Declarants and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwellings units on the Property.

5. Temporary Structures. No structure of a temporary character, including without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other

outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

6. **Signs.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Residence, fence or other improvement upon such Lot so as to be visible from public view except the following:

a. For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground, advertising the property for sale.

b. Declarants Signs. Signs or billboards may be erected by the Declarants or any Builder.

c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed with fifteen (15) days after the election.

7. **Livestock.** No animals, livestock or poultry of any kind shall ever 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.

8. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. **Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices.

10. **Detached Buildings.** All detached accessory buildings, including, but not limited to detached garages and storage buildings must have the prior consent of the ACC.

11. **Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than ten feet (10') of the building setback lines. All fences must be constructed of wood, brick or other material accepted by the ACC. Pickets on all wood fences shall face the street. Fences must be erected within one (1) year of occupancy.

12. **Antennae, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public right-of-way directly in front of the house erected on such Lot.

13. **Exterior Finish.** Exterior walls and trim shall be finished with brick, stone, wood, stucco or other materials accepted by the ACC.

14. **Clothes Hanging Devices.** Clothes hanging devices exterior to a Dwelling shall not be permitted unless they are enclosed and blocked from the view from public rights-of-way.

15. **Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

16. **Limitation on Square Feet.** Each single family dwelling shall contain a minimum of 1600 square feet of floor space above ground, exclusive of the garage.

17. **Two-Car Garage.** Each Unit shall have a fully enclosed garage capable of accommodating not less than two (2) automobiles. All garages shall be constructed of materials of a like nature to their residences and in particular the roof shall comply with the restrictions herein. All garages shall be front entry garages unless approved by the ACC.

18. Landscaping.

a. **Trees.** All lots upon which residences are constructed shall have minimum landscaping within the front setback area of each Lot of at least two (2) trees planted and maintained alive. Each tree, at the time it is planted, which will be within a reasonable time not to exceed six (6) months from the date of original occupancy, shall be at least three (3) inches in caliper as measured one (1) foot from the ground level of said tree.

b. **General.** The owner of each Lot, within six (6) months of the date of occupancy of Residence, shall establish fully sodded grass on all yards visible from the street. The owner shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the Property in a neat and attractive manner. No owner shall permit weed or grass to grow to a height of greater than six (6") inches upon his Property.

19. **Building Location.** No dwelling shall be located closer to the front lot line than twenty feet (20'), unless otherwise provided herein below for lots fronting on cul-de-sac streets. No dwelling located on any corner lot shall be located closer to a side street (not to include alleyway) than five feet (5') to the lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

Lots which front on cul-de-sac streets and which are contiguous to lots which do not front onto cul-de-sac streets, shall have their front yard measured from where they would normally be measured if the street did not terminate in a cul-de-sac, but continued on its course. All other lots which front onto cul-de-sac streets shall have their front yard set back the same distance from the sidewalk or curb as established for those lots which front on cul-de-sac streets and which are contiguous to lots which do not front onto cul-de-sac streets. In no event, however, shall any residence have less than a five foot (5') front yard setback; however, if the dwelling shall have a front-entry garage, the garage portion of any structure shall have a twenty foot (20') front yard setback.

20. **Roofing Design and Material.** All roofing design and materials utilized on any structure on a Lot must be approved by the ACC. The minimum pitch of the roof on each dwelling shall be six feet (6') of rise for each twelve feet (12') of run.

21. **New Construction.** Except for children's playhouses, doghouses, greenhouses, lawn mower storage buildings and gazebos placed at locations on a Lot that are not visible from any street, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

22. **Air Conditioning Apparatus.** No air conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air conditioning apparatus or evaporative coolers shall be utilized in any Residence.

23. **Mailboxes.** Each Dwelling House must have a mailbox adjacent to the street which the house faces and must meet United States Postal Service regulations regarding location and specifications. Double mailbox pedestals will be used where possible. All pedestals will be black and of French Victorian style as designated by the ACC.

24. **Homeowners Association.** Every Lot owner is a member of the Fountain Hills Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Please see Property Owners Association Bylaws.

25. **Term of Covenants.** These restrictive covenants shall remain in force and effect for a period of forty (40) years from the date of this instrument, after which time they shall be automatically extended for successive periods of ten (10) years. These restrictions may be amended in whole or in part during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

The Declarants, or the owners of any Lot or Lots, shall have the right to enforce by any proceeding at law, or in equity, all restrictions, covenants, conditions and reservations now or hereafter imposed hereby. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any paragraph, section, 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.

WITNESS our hands this ____ day of _____

By _____

Carl Evan Mortensen
Fountain Hills LP

