

ARCHITECTURAL &
GENERAL GUIDELINES
FOR
SOUTH FORK RANCH
Lots 1 - 10
A Planned Subdivision
In
Lubbock, Texas

PREAMBLE

The undersigned (hereinafter called the “Declarants”, whether one or more) are the owners and developers of certain residential lots within a tract of land now commonly known and described as South Fork Ranch (the “Subdivision”) (which Lots (hereinafter individually referred to as a “Lot” and collectively referred to as the “Lots”) are more particularly described within Exhibit “A” attached hereto). 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 each owner of the Lots (hereinafter individually called as “Owner” and collectively called the “Owners”) against inappropriate development and use of the Lots 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 the Lots 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 the Subdivision, 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 each of whom must be:

- A. Twenty-one (21) years of age or older.

B. Owner of record of a Lot.

The initial members of the committee will be Declarants and two other people designated by the Declarants. The Declarants 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 ACC 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 ACC of such request and call a meeting of the ACC to make a decision concerning any request, and failure to do so within fifteen (15) days after submission of a request will be presumed to be a decision in favor of such request. Three (3) members of the ACC shall constitute a quorum for conducting business.

Neither Declarants nor the ACC nor the officers, managers, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications shall be construed as representing or implying that such plans specifications, guidelines, bulletins or sheets will, if followed, result in the properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits plans or specifications, and every Owner of each and every Lot, agrees that he will not bring any action or suit against Declarants, or the officers, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

2. Use and Occupancy. All Lots and dwellings shall be used and occupied for one single family residence (a "Residence") and guest quarters (Such as mother-in-law quarters or a pool house). 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, 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 general contractor constructing improvements on a Lot (a "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.

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. **Campers, Trucks, Boats, and Recreational Vehicles.** No travel trailers, recreational vehicle, boat, and/or trailer or any such like or similar item shall be parked or stored in any instance closer to the front property line of any Lot than the rear building line of the principal residential structure. No inoperable vehicle and/or accessory shall be stored in open view on a Lot. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable. Upon an adverse determination by said ACC, the vehicle and /or accessory shall be removed or stored out of sight and/or otherwise brought into compliance with this paragraph.

8. **Livestock.** Horses shall be allowed but must be kept inside Lot boundaries and must not become a nuisance to neighbors. No more than two horses per acre (prorated for any partial acre and rounded to the nearest whole number) shall be allowed.

9. **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.

10. **Swimming Pools and Tennis Courts.** All swimming pools, tennis courts, and all enclosures must be approved by the ACC.

11. **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.

12. **Detached Buildings.** All detached accessory buildings, including, but not limited to Guest

Quarters, detached garages and storage buildings must have the prior consent of the ACC.

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

a. **LOTS LESS THAN 2 ACRES.** A perimeter fence shall be constructed across the rear property line of each Lot and along the side of each Lot from the rear fence corner to a point which is not behind the rear building line of the Residence neither on the Lot nor in front of the front building line of such Residence. The side perimeter fences shall be connected to the Residence by a fence running from the front corner of such side perimeter fence to the Residence. If not sooner constructed, all such fences must be constructed within one (1) year following the date on which construction of the Residence is completed on the Lot. No fence, wall or hedge (which serves as a barrier) shall be erected, placed or altered on any Lot without the approval of the ACC. Notwithstanding the foregoing, no fence shall be constructed within a twenty-five foot "visibility triangle." As used herein, a "visibility triangle" shall mean triangle sight area, at all street and county road intersections, which shall include that portion of public right-of-way and any corner Lot within a triangle formed by a diagonal line extending through points on the two property lines twenty-five feet from the street or county road corner intersection of the property line (or that point of intersection of the property lines extended) and intersecting the curb lines. All fences must be constructed of cedar wood, brick or other material accepted by the ACC. Pickets on all cedar wood fences shall face the street. Fences and walls shall not be permitted within the front yard of any Lot; provided however, decorative fences and walls shall be allowed which do not exceed thirty inches in height and which are approved by the ACC.

b. **LOTS WITH 2 ACRES OR MORE.** Lots are each required to have a fence along the front property line of the Lot (except where driveways are located) to be constructed of wrought iron, except that the fence columns shall be of the same masonry or exterior finish utilized on the Dwelling Unit; and further, the columns shall be spaced not more than 25 feet apart on center. In order to promote a uniform appearance, all front yard fences on Lots shall be six feet (6') in height and shall be of an architectural style and construction as will conform to the design of the Residence, as determined and approved by the ACC. Side and rear fences must be constructed of 4-rail white vinyl or pipe and cable. Side fences which border street must be 4-rail vinyl along street. Cedar privacy fences around back yard of residence shall be allowed.

14. **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.

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

16. **Chimneys.** All chimneys must be made of the same material as the principal finish material of the exterior walls of the Residence.

17. **Clothes Hanging Devices.** Clothes hanging devices exterior to a Residence shall not be

permitted unless they are enclosed and blocked from the view from public rights-of-way.

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

19. Limitation on Square Feet.

a. LOTS WITH LESS THAN 2 ACRES. The above ground floor area, of the Residence, exclusive of open porches and/or garages, shall be not less than 2400 square feet of living area.

b. LOTS WITH 2 ACRES OR MORE. The above ground floor area, of the Residence, exclusive of open porches and/or garages, shall be not less than 3000 square feet of living area.

20. Three-Car Garage. Each Unit shall have a fully enclosed garage capable of accommodating not less than three (3) full sized 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 side entry garages unless approved by the ACC. unless otherwise approved by the ACC; garages must be attached to the Residence.

21. 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 Lot 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 Lot.

22. Building Location.

a. LOTS WITH LESS THAN 2 ACRES. Each Residence will face the street which abuts the front of the Lot upon which the Dwelling Unit is to be situated; however, for all corner Lots, the ACC will determine the location of the Dwelling Unit in accordance with the Plans submitted by each Owner. No structure shall be placed within the following setback lines:

1. 90 feet from the front property line of the Lot.
2. 25 feet from any public street or right-of-way (other than a street abutting the front property line of the Lot).
3. 20 feet from the rear property line of the Lot.
4. 15 feet from any side property line of the Lot; except that if an Owner owns two

or more adjacent Lots and desires to construct one Residence on such Lots, construction of which Residence would violate the side lot setback lines provided herein, the ACC may waive, in writing, said side lot setback line as to such Residence, and such Lots shall be considered to be one Lot solely for purposes of determining the setback lines.

b. **LOTS WITH 2 ACRES OR MORE.** Each Residence will face the street which abuts the front of the Lot upon which the Residence is to be situated; however, for all corner Lots, the ACC will determine the location of the Residence in accordance with the plans submitted by each Owner. No structure shall be placed within the following setback lines:

1. 200 feet from the front property line of the Lot.
2. 25 feet from any public street or right-of-way (other than a street abutting the front property line of the Lot.)
3. 20 feet from the rear property line of the Lot.
4. 15 feet from any side property line of the Lot; except that if an Owner owns two or more adjacent Lots and desires to construct one Residence on such Lots, construction of which Residence would violate the side lot setback lines provided herein, the ACC may waive, in writing, said side lot setback line as to such Residence, and such Lots shall be considered to be one Lot solely for purposes of determining the setback lines.

23. Roofing Design and Material. All roofing design and materials utilized on any structure on a Lot must be approved by the ACC. Any composition shingles must be three dimensional Class A composition shingles with a minimum 35-year guaranty and weight of not less than 300 pounds per square or better.

24. 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.

25. 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.

26. Mailboxes. Each Residence must have a mailbox adjacent to the street which the house faces and must meet United States Postal Service regulations regarding location and specifications. Each mailbox must be enclosed in a brick pedestal, which is to be approved by the ACC.

27. Existing Irrigation Wells. There are several (approximately 8) irrigation wells located on this property that are connected to a center pivot sprinkler system by underground electrical cable and water pipe. The exact location of the underground pipe and cable is unknown. Therefore, Declarants reserve the following:

- a. Declarants reserve ownership of all existing pumps, wells, pipe and cable, along with

the non-exclusive right to take water from the Lots on which the wells are located and to use the same for any purpose.

b. Declarants reserve a twenty foot (20') access easement running from existing or future public streets to existing wells for use in connection with the operation, repair, maintenance, replacement and/or removal of such wells.

c. Declarants reserve a ten foot (10') access easement running from existing wells to center pivot above existing pipe and cable lines for use in connection with the operation, repair, maintenance, replacement and/or removal of such pipes and cable lines.

d. Because exact locations of these lines are unknown, Declarants and Owners will mutually exert every effort to locate pipe and cable lines and avoid destroying them.

e. Each Owner agrees to hold Declarants harmless as to damage caused by wells, pumps, pipe or cable if such Owner comes in contact with them.

f. No Owner shall drill or permit any well on its Lot within two hundred feet (200) of any existing irrigation well. No Owner shall install any septic system within one hundred feet (100) of any well.

28. Indemnity. Each Owner and Builder agrees to indemnify and hold harmless Declarants from all claims, suits, actions, liabilities and proceedings whatsoever and of every kind, known or unknown, fixed or contingent (the "Claims") which may be brought or asserted against such Owner, Builder or Declarants on account of or growing out of any and all injuries or damages, including death, to persons or property relating to the use, occupancy, ownership, construction, operations, maintenance, design, repair or condition of the Subdivision, any Lot, or any improvements located thereon, prior to this date of this Declaration or after the date of this Declaration, even if such Claims arise from or are caused in whole or in part by the sole or concurrent negligence, (whether active or passive, gross negligence, or strict liability), of and all losses, liabilities, judgments, settlements, costs, penalties, damages and expenses relating thereto, including, but not limited to, attorney's fees and other costs of defending against, investigating and settling the Claims. The indemnity agreement provided herein includes without limitation all Claims, whether from: (i) the design, maintenance, operation or supervision of the Subdivision, any Lot, or any improvement located thereon, (ii) the activities on the Subdivision, any Lot, or any improvement located thereon; (iii) the existence, now or hereafter of hazardous materials or substances on any Lot; or (iv) due to a violation, now or hereafter, of any environmental laws, rules, regulations or ordinances, or otherwise. Each Owner and Builder does assume on behalf of Declarants and will conduct with due diligence and in good faith the defense of all Claims against any of the Declarants.

29. 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. After first twenty (20) years any amendment must be recorded.

The Declarants, or the Owner 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 help 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. Time is of the essence to this Declaration.

WITNESS our hands this ____ day of _____

Declarants:

By _____ By _____
Carl Evan Mortensen Debora Carlene Mortensen