

ARCHITECTURAL &
GENERAL GUIDELINES
FOR
TRES HERMANAS

A Planned Subdivision
In
Lubbock, Texas

Lots 1 - 8

PREAMBLE

Declarants are the owners and developers of certain residential Lots within a tract of land now commonly known and described as Tres Hermanas (which 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 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 Tres Hermanas 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 Tres Hermanas, 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 two (2) persons who must be:

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

The initial members of the committee will be the developers, Carl Evan Mortensen and Debora Carlene Mortensen. 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 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.

2. Use and Occupancy. All Lots and dwellings shall be used and occupied for single family residence purposes (plus a guest house if approved by ACC). 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.

3. New Construction. All improvements must be manufactured within last 10 years and constructed in a good and workman-like manner.

4. Roofing Design and Material. All roofing design and materials utilized on any structure on a Lot must be approved by the ACC.

5. 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.

6. 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.

7. Temporary Structures. No structure of a temporary character, including without limiting the generality thereof, any tent, shack, or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

8. 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.

9. Livestock. Livestock are restricted to two large animals per acre, and ten small animals per acre. No swine may be kept on the property, except for a 4-H or F.F.A. project, and then no more than three (3) swine.

10. 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.

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. The front fence along Co Rd 6700 shall be three rail white vinyl fence. The perimeter fence for the sides and rear of the Lot shall be 5 strand barbed wire with 6 ft "T" posts every 15 feet or other fence approved by the ACC.

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

15. **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.

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

17. **Limitation on Square Feet.** The above ground floor area, of the Residence, exclusive of open porches and/or garages, shall be not less than 1000 square feet of living area on the ground floor.

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 tow (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 shall maintain the yards in a sanitary and attractive manner. 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 in front yard and 12 inches in back yard.

19. **Building Location.** Each Residence will face Co Rd 6700. The principal residence shall be placed within the following setback lines:

- a. The front set back for each Lot shall be exactly 100 feet from the North boundary of the Lot.
- b. Ten (10) feet from the rear property line of the Lot.
- c. Five (5) feet from any side property line of the Lot.

20. **Well And Septic Location.** When Resident is ready, a domestic well may be drilled in the front yard no closer than fifty (50) feet to either side boundary. The top of the well casing should not be taller than 12 inches and the pressure tank must be out of view to the front yard (pressure tank can be placed in garage, shop or pump house in rear yard.)

Septic tank and leach line must be at least fifty (50) feet in back of residence and at least one hundred (100) feet from well.

21. **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, investigation 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, not 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.

22. **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 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.

WITNESS our hands this ____ day of _____

By _____ By _____
Carl Evan Mortensen Debora Carlene Mortensen

