

**ARCHITECTURAL &  
GENERAL GUIDELINES  
FOR  
WILLOW BACCHARIS**

**Lots 14 thru 31**

**A Planned Subdivision**

**in**

**Ropesville, Texas**

**PREAMBLE**

Declarants are the owners and developers of certain residential Lots within a tract of land now commonly known and described as Willow Baccharis lots 14 thru 31. 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 Willow Baccharis 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 Willow Baccharis, 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 Willow Baccharis.**

**The initial members of the committee will be the developers, Carl Evan Mortensen and Tysen Carl 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 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 such request. The committee shall have seven (7) days in which to render a decision in writing 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 involves 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.

**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 dwelling 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. This restriction shall not be interpreted to limit the right of Declarants or any Builder to use trailers or outbuildings as construction offices or material storage facilities.

**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 within fifteen (15) days after the election.

**7. Campers, Trucks, Boats, and Recreational Vehicles.** No campers, vans, tractors, trucks larger than one (1) ton, boats, boat trailers, recreational vehicles and other types of non passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. 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 and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

**8. Livestock and Poultry.** No animals of any kind shall be raised, bred or kept on any Lot, except that a maximum of four (4) pigs, goats, or sheep or combination of each type of animal, per participating child of owner of Lot in connection with any school, 4-H, or FFA sponsored project. A maximum of two (2) each cats and dogs may be kept on any lot, provided that they are properly penned or restrained, maintained in a clean and sanitary condition. A maximum of two (2) horses or two (2) cows may be kept per acre. A maximum of 20 poultry may be kept on any lot provided they are kept in a contained area.

**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 material shall be kept in a clean and sanitary condition

**10. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**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, shops, garages, and storage buildings ("Accessory Buildings") that are to be erected upon any Lot shall require the prior consent of the ACC. Any exterior wall of an Accessory Building that faces a street must be constructed of a brick or stone wainscot extending not less than four feet (4') from the ground, and that matches the exterior brick or stone utilized on the residential dwelling (although the brick or stone wainscoting is encouraged on all walls of the Accessory Building, it is required on any wall facing a street). An Accessory Building, if constructed, shall be erected at the same time or after the residential dwelling is erected, and no Accessory Building shall be utilized as the primary residential dwelling

**13. Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards. 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

**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 material 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 Dwelling.

**17. 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.

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

**19. Limitation on Square Feet.** All residential dwellings must have a minimum of two thousand (2000) square feet on the ground floor, exclusive of open porches and/or garages.

**20. Construction Time Limits.** The construction of the residential dwelling shall commence within one year of purchase of Lot and shall be completed within two years of purchase of Lot.

**21. 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 attached side or rear entry garages.

**22. 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.** No owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon his Property.

**23. Building Location.** Every Residence erected upon any Conventional Home Lot shall be located so that it will front the street upon which said Lot faces. No building or any part of any building or any porch or an extension of said building shall be located less than eighty (80') feet or more than ninety (90') feet from the front property line. Likewise, no building or buildings shall be located closer than ten (10') feet to any side property line; and provided further that no building or buildings located on any corner lots shall be located closer to a side street than within ten (10') feet of said property line. Cul-de-sac houses may be built within sixty (60') feet of the 100 foot diameter cul-de-sac property line. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building; however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. No Dwelling or out building on any Lot may be located closer than ten (10') feet to the rear Lot line.

**24. Roofing Design and Material.** All roofs must be at least 7/12 pitch. 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.

**26. 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.

**27. Well And Septic Location.** When Resident is ready, a domestic well may be drilled in the front yard no closer than twenty (20) feet to either side boundary. The top of the well casing should not be taller than

8 inches. The pressure tank must be in the garage. Septic tank and leach line must be in rear yard at least one hundred ten (110) feet from well.

**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. 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 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 \_\_\_\_\_

**Willow Baccharis**

**State of Texas**

**County of Lubbock**

**This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Lubbock South Fork Ranch, LP, in the capacity therein**

**Stated.**

\_\_\_\_\_  
**Notary Public**