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Orchard Park Development, LTD
C/O Ken Flagg
3403 73rd St. 4
Lubbock, TX 794223

corrected

Orchard Park

Phase IV

LOTS 150 THRU 203 OF ORCHARD PARK ADDITION, LUBBOCK, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRADITIONAL HOMES AND GARDEN HOMES

KNOW ALL MEN BY THESE PRESENTS that this is to certify that Orchard Park Development, LTD, 4621 94th St, Lubbock, TX 79424, is the sole owner of Lots 150 through 203 inclusive, of the Orchard Park Addition, an addition to the City of Lubbock, Lubbock County, Texas. In order to provide for an orderly development of the project, the following restrictions and conditions are imposed upon the property and added to the Declaration for Orchard Park attached hereto as Exhibit A, B and C and incorporated herein by reference. The restrictive covenants are only applicable to the property described in such restrictive covenants. Said restrictions shall be covenants running with the land and shall be binding upon all owners thereof for a period of thirty (30) years from the date hereof, after which such restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the owners of a 67% majority of the lots, has changed such restrictions and covenants, in whole or in part. Enforcement shall be by proceedings at law or in equity brought by an owner or the Home Owners Association against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages. Should any one or more of the covenants and restrictions set forth herein be invalidated by judgment or by any court order, or in any other manner, such invalidation shall in no way effect any of the other covenants, restrictions, or provisions hereof.

I. DEFINITIONS

- A. A Zero Lot Line Garden Home is a single family dwelling built on a lot upon which one side of the home is built with no set back from the side property line and having a minimum of a 10' side yard setback adjacent to the other side yard of the Garden Home. Lots 191 – 203.

- B. "Plat" shall mean the plat attached hereto as Exhibit "A".
- C. "Plot" or "Lot" shall mean a numbered lot as shown on the plat.
- D. "Dedicator" shall mean the undersigned and its successors and assignees.
- E. "Association" shall mean and refer to the Orchard Park Homeowner's Association, its successors and assignees.
- F. "Member" or "Members" shall mean and refer to all of those lot owners who are members of the association.
- G. "Common Area" shall refer to the designated property and/or improvements that are owned and maintained by the Homeowner's Association for the benefit of the members.
- H. Gated area shall refer to lots 162 thru 175.

**COVENANTS AND RESTRICTIONS APPLYING TO
HOMES ON LOTS 150 THRU 203**

II. LAND USE AND BUILDING TYPE:

All of Lots 150 through 190 shall be used for traditional single family homes.. Lots 191 thru 203 will be for Garden Homes. No building shall be erected, altered, placed or permitted to remain on any lot of lots 150 through 203, other than one detached single family dwelling per lot (not to exceed two stories in height) plus any outbuilding used in connection with the single family dwelling. The term "outbuilding" shall include a children's playhouse, a storage building, a pool house, or third garage for the convenience and pleasure of the family living in the dwelling. Each single family dwelling constructed or existing on any lot of Lots 150 through 203 shall be constructed in such a manner that at least eighty percent (80%) of the exterior walls on all sides of the first floor, exclusive of door and window areas, are of masonry construction. Masonry or brick veneer construction shall include only clay brick, natural stone, or stucco and shall not include concrete block. In addition thereto, the roof of each single family dwelling and garage shall be built with either wood shingles, clay or concrete tile, or 30 year asphalt composition shingles No dwelling or garage shall ever be built having a roof of crushed stone or marble gravel. The minimum roof pitch shall be 7' in 12'. There shall be no portable or "move-in" structures allowed on lot of Lots 150 through 203.

III. DWELLING SIZE

Each traditional single-family dwelling built on Lots 150 through 203 shall contain a minimum living area shown on exhibit "C". All two-story dwellings and all split-level dwellings shall be required to have minimum ground floor area of 2,000 square feet. See exhibit "C" for all dwelling sizes and setbacks.

IV. BUILDING LOCATION AND SET BACKS:

1. Every traditional residence or garden home erected upon Lots 150 thru 203 shall be located so that it will front the street upon which said lot faces. No building or any extension of said building shall be located closer to the front property line than is set forth on Exhibit "C".
2. No traditional home on lots 150 thru 190 shall be located closer to the side yard than 7.5 ft. except that when adjacent to the alley, the setback may be 5.0 ft. The corner lot side yard setback will be 10 ft. from the side street property line.

V. ARCHITECTURAL REVIEW:

- A. No dwelling, accessory structure or fence shall be erected or maintained on any lot until the building plans and specifications for same have been approved by the Dedicator. In reviewing building plans, the Dedicator shall consider the overall suitability and architecture of the proposed home as well as placement on the lot, the structural soundness of proposed building materials and particularly the architectural and aesthetic qualities of proposed building materials. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. In no case shall the Dedicator's approval of proposed improvements be unreasonably withheld.
- B. Content of plans and specifications submitted to the Dedicator for approval shall include the following information and exhibits.
 1. Site Plan showing setbacks, walks, drives, fences and walls. Indicate how drainage will be handled to remove water from the perimeter of the house. Show location of any accessory buildings.
 2. Floor plan indicating exterior wall treatment and materials, and the square feet of living floor area.
 3. Exterior Elevations of all sides of the structure. The pitch and type of roof and roofing materials. Details of walks, driveways and/or screening fences.
 4. Specifications and details may be separate or written on the plans indicating the description and type of materials to be used on the roof and exterior walls.
- C. Antennas and/or aerials (even for HAM Operators) are specifically prohibited.

**VI. OFF STREET PARKING,
GARAGES AND SIDEWALKS:**

- A. Each single-family dwelling shall have (as a minimum) double garage attached to the main dwelling. The garage shall be constructed of the same material as the dwelling to which it is attached, and the roof shall comply with the dwelling restrictions hereinabove set forth. A third garage may be detached if approved by the Architectural Committee.
- B. In no event shall the garage of any dwelling built on any lot specified in the preceding sentence provide for the garage to face the street, which the main dwelling faces. Gated lot excepted.
- C. All sidewalks installed on lots 150 through 203, shall be four feet (4') in width placed as shown on exhibit "C".
- D. Any off street parking or curb cuts in the front yard shall be discouraged but subject to architectural approval.

VII. LANDSCAPING:

- A. All lots upon which residences are constructed shall have a minimum landscaping within the front setback area of each lot of at least two trees planted and maintained alive. Each tree shall be at least 3 inches in caliper as measured one (1) foot from the ground level of said tree.
- B. All front yards shall be of grass with exception of flowerbeds. All front yards shall be irrigated with a sprinkler system.

VIII. FENCES, SCREENING WALLS, HEDGES:

- A. No fence, wall or hedge shall be placed on any lot nearer to the front street than is permitted for the dwelling on said lot, and no fence, wall or hedge shall be placed on any portion of the other sites with a greater height than eight feet (8'). No wire or woven fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property such adjoining encroachment shall be removed upon request of the owner of the adjoining property.
- B. Fences, walls and hedges are permitted along, but inside, the property lines adjoining side streets, but not closer to the front street than permitted above nor closer to the rear boundary line than permitted above.
- C. No painting of wood fences will be permitted except that of natural colored wood preservatives.

IX. RECREATIONAL VEHICLES:

- A. RV's, campers, trailers, boats, etc, may not be stored or maintained on any lot in such a way as to be visible from the front street or from the side street of a corner lot.

X. ACCESSORY STRUCTURES OR OUTBUILDINGS:

- A. Storage buildings or other accessory structures shall be constructed of material like that of the main dwelling and the design and location must be approved by the Architectural Review Committee. In no case shall such structure be nearer than 7.5ft. to the side property line nor higher than 10ft. at the ridge or highest point. A third garage may be built parallel to the alley and 18" from the rear P/L. It must be entered from the driveway and no larger than 12' x 24'.

XI. STRUCTURAL PROJECTIONS INTO "SETBACK" AREAS:

- A. Fireplace chimneys and bay windows may penetrate a setback area up to 3ft. Second floor cantilevered porches may penetrate setback areas up to 5'. These exceptions are subject to City Ordinances.

XII. GATED AREA

- A. Gated area refers to lots 162 through 175. These 14 lots will be entered through a single gated entry that is electronically operated by lot owners and their authorized guests. The amount of dues on these gated area lots will reflect the additional cost of maintaining the privately owned street, the gated entrance and the increased park area, landscaping, masonry walls, street lights, water well, and irrigation system.
As previously noted in paragraph IV - B, the Architectural Committee may allow the garage to be entered with a concrete driveway from the front street. The garage itself must be at the rear of the house. This garage should be almost unseen from the street and would normally be turned 90 degrees from the front of the house. If the garage faces the street then it must be entered through a WI gate to help obscure the view from the street. This garage cannot be built adjacent to the side street of a corner lot.

XIII. COVENANTS AND RESTRICTIONS APPLYING TO ZERO LOT LINE GARDEN HOMES ON LOTS 191 THROUGH 203

- A. All Garden Home Dwellings constructed on Lots 191 through 203 must contain a minimum area of 2,200 square feet of above ground, heated floor space. All two-

story Dwellings must contain a minimum first floor area of 1,600 square feet exclusive of garages and porches.

- B. The Zero Side of each Dwelling must be constructed adjacent to the West property line of the lot on which the Dwelling is located.
- C. No Accessory Building or other structure may be erected on the east ten feet (10') of the lot upon which the Dwelling is located and nothing can be attached in any manner to the exterior wall of the adjacent dwelling on the East side. Where space permits a third garage or accessory building can be placed adjacent to the rear driveway, 18" from the alley property line not to exceed 240sq.ft nor 10' height at the ridge. The exterior material must match that of the main dwelling.
- D. No Dwelling may be located closer than fifteen feet (15') to the front property line of the Lot upon which the structure is located. No garage entrance facing the alley may be located closer than twenty feet (20') to the rear Property line of the Lot upon which it is located. Fireplace chimneys and bay windows may penetrate set back areas up to three feet (3'), and second floor-cantilevered porches may penetrate set back areas up to five feet (4').
- E. The exterior walls of the Zero side of all Garden Home Dwellings must be constructed of Masonry or Brick Veneer, except that a maximum of sixteen (16) square feet of obscure glass block may be used if placed no lower than five feet (5') above the slab. Where the Zero Side of a Dwelling is adjacent to street or alley traditional doors and windows may prevail.
- F. The pitch of the roof shall be no less than seven feet (7') in twelve feet (12'). The roof overhang on the Zero Side of all Dwellings may not exceed 16 inches (16") and must be guttered with downspouts at the West side, roof overhang.
- G. Vents and exhausts may not penetrate the wall of the Zero Side of Dwellings.
- H. A masonry fence at least seven feet (7') in height must be constructed from the garage to the alley on the West side of each Garden Home lot
- I. The East five feet (E5') of each Lot is hereby impressed with a surface access easement for the use and benefit of the owner of the Dwelling located on the Lot which adjoins the easement on the West. The sole purpose of the easement is to provide access for the repair and maintenance of the improvements located on the adjoining Lot. The East two feet (E2') of each Lot is also hereby impressed with an aerial eave overhang easement for the benefit of the owner of the Dwelling located on the Lot which adjoins the easement to the East.

XIV. OTHER RESTRICTIONS AND COVENANTS APPLICABLE TO ALL PHASE IV LOTS 150 THRU 203:

1. No animal shall be raised or kept on any Plot except usual household pets numbering not more than two. No pit bulls.
2. No sign shall be erected or maintained on any Plot except a "For Sale" or sign not exceeding five (5) square feet in size or a sign owned by the Dedicator.
3. No radio, television, HAM, or other antennas shall be permitted.
4. These restrictions and restrictive covenants are made for the benefit of any and all persons who now may own or who may hereafter own property in said

subdivision and addition, and any such persons are specifically given the right to enforce these restrictions.

5. No pit bull breed or mixture of pit bull of any % (percentage) shall be permitted.
6. No oil drilling, oil development operations, oil refining, or quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.
8. Should any one or more of any of the covenants, restrictions or provisions set forth herein be invalidated by judgment or court order or in any other manner, such invalidating shall in no way affect any of the other covenants, restrictions, or provisions hereof, which shall remain in force and effect.
9. No buildings or other permanent structure shall be erected or maintained within areas designed on the Plat as utility and/or drainage easements, but patios, fences and plantings approved by the Dedicators may be maintained on Plots within such areas upon the understanding that such uses shall always be subject to, and shall not interfere with, the prior rights created and granted by such easements.
10. No home beauty shop or home barber shop shall be allowed on any lot. Further, no occupation of any kind shall be allowed on any lot which requires any structural alteration of or to any dwelling or room on the lot, or that requires the installation of machinery or equipment, or that requires stock in trade or inventory being kept and sold in the dwelling, or that requires exterior storage of equipment or materials. No professional, business, or commercial activity to which the general public is invited shall ever be conducted on any lot.
11. Each lot owner will be a member of the Orchard Park Homeowner's mandatory Association at closing. Each lot owner and homeowner will pay his or her pro rata share of the cost of maintaining the amenities.
12. The Orchard Park Homeowners Association, Inc was certified by the State of Texas on August 14, 2007. The Batch no. is 18214179. The Document no. is 182141790002. The Client ID no. is 164190504.
13. The owners of lots 150 thru 203 herein join the owners of lots 1 thru 149 in the ownership of the Orchard Park Home Owners Association, Inc.

DEDICATOR RESERVES THE RIGHT:

1. Dedicator reserves the right to waive, vary or amend the application of any of these covenants or restrictions or setbacks if, in the sole discretion of the Dedicator, such action be necessary to relieve hardship or permit good architectural planning to be effected. Dedicator also reserves the right to

redivide and replat any of the property shown on the Plat if owned by the Dedicator, or to reduce the living space requirements by up to 10% that is set forth by exhibit "C".

RIGHT TO ENFORCE:

1. These covenants and restrictions shall run with the land and shall be binding upon the Dedicator and all parties claiming by, through and under the Dedicator, and all such parties shall be deemed to hold title subject to, and to agree and covenant with the Dedicator and with each other to observe, all these covenants and restrictions, provided, however, that no such party shall be personally liable for breaches hereof occurring at a time when such party is not the legal title holder of the land as to which such breaches occurred. In addition to any ordinary legal action for damages, the Dedicator and any owner of a Plot shall have the right to sue for and obtain an injunction, prohibitive or mandatory to prevent the breach or to otherwise enforce the observance of these covenants and restrictions shall be deemed to be a waiver of any violation thereof. The Dedicator shall not be personally liable for any decision or action or failure to act under or pursuant to these covenants and restrictions.

ORCHARD PARK

Lot Description, Size, Living Area and Setbacks Phase IV

Exhibit 'C'

Lot No.	Lot Type	Lot Size	Min SqFt	Front yard Set back	Sidewalk set back from curb
150	Traditional	105 x 130	3000	15'	6'
151	Traditional	100 x 130	3000	25'	6'
152	Traditional	100 x 130	3000	25'	6'
153	Traditional	100 x 130	3000	25'	6'
154	Traditional	100 x 130	3000	25'	6'
155	Traditional	100 x 130	3000	25'	6'
156	Traditional	105 x 130	3000	25'	6'
157	Traditional	100 x 130	3000	25'	6'
158	Traditional	100 x 130	3000	25'	6'
159	Traditional	100 x 130	3000	25'	6'
160	Traditional	100 x 130	3000	25'	6'
161	Traditional	100 x 130	3000	15'	6'
162	Gated	110 x 130	3500	20'	8'
163	Gated	120 x 130	3500	15	8'
164	Gated	110 x 130	3500	15	8'
165	Gated	100 x 140	3500	20	8'
166	Gated	100 x 140	3500	20	8'
167	Gated	100 x 140	3500	20	8'
168	Gated	105 x 140	3500	15'	8'
169	Gated	110 x 140	3500	15'	8'
170	Gated	120 x 140	3500	15'	8'
171	Gated	120 x 140	3500	15'	8'
172	Gated	110 x 140	3500	20	8'
173	Gated	105 x 140	3500	20	8'
174	Gated	105 x 140	3500	20	8'
175	Gated	110 x 135	3500	20	8'
176	Traditional	IRR	3300	25'	6'
177	Traditional	IRR	3300	25'	6'
178	Traditional	IRR	3300	25'	6'
179	Estate	120 x 130	4000	25'	6'
180	Estate	120 x 130	4000	25'	6'
181	Estate	110 x 130	4000	25'	6'
182	Estate	IRR	4000	15'	6'
183	Estate	IRR	400	15'	6'
184	Estate	IRR	4000	15'	6'
185	Estate	110 IRR	4000	25'	6'
186	Estate	116 x 130	4000	25'	6'
187	Estate	IRR	4000	25'	6'
188	Traditional	IRR	3300	25'	6'

ORCHARD PARK

Lot Description, Size, Living Area and Setbacks Phase IV

Exhibit 'C'

189	Traditional	IRR	3300	25'	6'
190	Traditional	IRR	3300	25'	6'
191	Garden Home	70 x 115	2200	15'	5'
192	Garden Home	60 x 119	2200	15'	5'
193	Garden Home	55 x 119	2200	15'	5'
194	Garden Home	55 x 119	2200	15'	5'
195	Garden Home	55 x 119	2200	15'	5'
196	Garden Home	60 x 119	2200	15'	5'
197	Garden Home	65 x 119	2200	15'	5'
198	Garden Home	60 x 119	2200	15'	5'
199	Garden Home	60 x 119	2200	15'	5'
200	Garden Home	55 x 118	2200	15'	5'
201	Garden Home	55 x 117	2200	15'	5'
202	Garden Home	55 x 117	2200	15'	5'
203	Garden Home	70 x 116	2200	15'	5'

WITNESS MY HAND on this 8th day of February, 2010.

By: [Signature]
Joe May
Plains Capital Bank

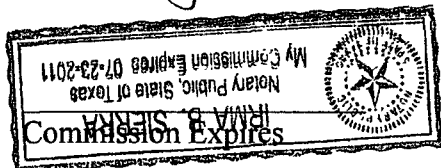
By: [Signature]
Jewell Davis
Orchard Park Development, LTD

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Jewell Davis of Orchard Park Development, LTD known to me to the person whose name is subscribed to the foregoing instrument, and Joe May of Plains Capital Bank, both of whom acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of February 2010.



[Signature]
Notary Public, State of Texas

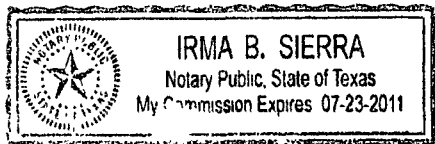
THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8th day of Feb, 2010 by Joe W. May E.V.P. of Plains Capital Bank, a state banking association, on behalf of said association.

Commission Expires

[Signature]
Notary Public, State of Texas



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

April 12, 2010 10:54:59 AM

FEE: \$56.00

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