

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amended Declaration of Covenants, Conditions, and Restrictions is made this 3rd day of April, 2006, by: CLIFFORD & CLYDE KITTEN, INC., a Texas Corporation, by and through its duly authorized President, hereinafter referred to as "Developer" as owner of the tracts of real property to be known hereafter as:

**NORTH RIDGE**

and which is described by metes and bounds on a recorded map or plat of lands located in Sections 95, 96, 79 and 80 of the H & GN RR CO. Survey in Garza County, Texas, and also joined by those persons who have purchased lots in the North Ridge Addition since the filing of the original Declaration of Covenants, Conditions and Restrictions.

**RECITALS**

1. Developer and Lot Owners deem it to be in the interest of all present and future property owners to institute a general plan for the development of the entirety of the subject property;
2. Developer and Lot Owners expect the general plan to safeguard orderly, aesthetically appealing development in a manner that will protect property values over an extended period of time;
3. Amended Conditions and Restrictions are imposed in accordance with common law doctrines as well as in reliance on statutory and case law of the State of Texas; and
4. These are imposed on what shall be designated hereby as NORTH RIDGE, Tract One for Residential development. A portion of North Ridge, Lots, One (1), Eighteen (18) through Twenty-Four (24), and Seventy Seven (77), are zoned commercial and are not effected by these amendments.

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**ARTICLE ONE**  
**Definitions**

## 1.01 Definitions

- a. Architectural Control Committee ("Committee") - A committee composed of 7 people of which 5 shall be required to constitute a quorum. Three (3) members shall be elected by majority vote of the Board of Directors of the North Ridge Homeowners Association and four (4) shall be elected by and from the membership of that Association. Hereafter members shall serve a term of one year. Upon the death or resignation of any member, the surviving members shall, within 120 days, appoint a successor Committee member to serve until the next election term.
- b. ("Development") - That tract of land described above and located in Garza County, Texas shown on the plat and subdivision Map recorded contemporaneously herewith in the records of Garza County, Texas.
- c. Developer - Clifford & Clyde Kitten, Inc., a Texas Corporation.
- d. Owner - Any person or entity who has purchased and owns fee simple title to any Lot in the Development, but excluding those holding such interest as security for the performance of an obligation.
- e. Residential Lot - All of the residentially restricted plots of land or combinations into one building site, shown on the plat and subdivision Map recorded contemporaneously in the deed records of Garza County, Texas (the "Map") on which is or will be built a single family dwelling.
- f. Map - The plat and subdivision Map recorded contemporaneously in the deed records of Garza County, Texas, or recorded hereafter as a supplement or amendment.

## ARTICLE TWO

### **Architectural Control**

- 2.01 There is hereby created an Architectural Control Committee to serve until 75% of the lots in Tract One have completed improvements, at which time the duties as to Tract One shall be transferred to the North Ridge Homeowners Association. Developers

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acknowledge that the Association is now fully operational, a set of bylaws approved by the Committee. Such by-laws must contain a provision by which the Association assumes the duty of maintenance of all private roadways and absolving the Developer of further responsibility for them. Upon the favorable vote of a majority of the Architectural Control Committee, reduced to writing and filed in the Garza County Deed Records, the transfer of duties may be made at an earlier date. No Architectural Control Committee member shall be entitled to compensation for services performed as a member of the Committee. Upon the North Ridge Home Owners Association assuming responsibility for roadway maintenance, each lot owner shall have one vote for each lot owned in the entire development, excluding commercial lots.

- 2.02 Any Owner planning to construct or otherwise improve his Lot in Tract One for the following described projects must first submit to the Committee, in sufficient detail to satisfy the Committee, written site plans and specifications for approval, and receive a written, dated receipt for such delivery. Projects requiring approval include:
- a. A residential improvement;
  - b. Construction of any building, fence, wall, tower or other structure. Only yard fencing will be permitted and none shall be permitted on property lines not corresponding to a yard line. A decorative entrance to a lot or gated area provided by the Developer or the lot owner will be permitted, subject to approval by the Architectural Control Committee. Any such entrance shall be set back from the front lot line not less than 5 feet and may extend to a height of 6 feet except that within 15 feet of each side of the paved entrance to the property, a decorative entry may extend to a height of 12 feet, subject to approval of the Committee.
  - c. Any exterior addition, change, or alteration in any residential improvement, building, fence, wall, tower, or other structure; and
  - d. Any permanent landscaping or improvement of any lot, including the creation of a pad for construction of improvements, and the grading of roads and driveways.

Specifically, care shall be required in the preservation of existing drainage patterns. The Architectural Control Committee may require the plans and specifications to delineate any proposed changes in grade and such shall be subject to approval by the Committee. Any such plan shall be evaluated in accord with any erosion control plan mandated by Federal or State Regulatory bodies.

- 2.03 Site plans shall show all structures, lot lines, set-back lines, fences, and walkways, exterior building elevations, the pitch of any roof and grade lines. Color schemes shall be identified. The owner shall certify that any erosion control plan mandated by Federal or State regulatory bodies has been, and will be, fully complied with.
- 2.04 The approval or the disapproval of the Committee shall be in writing, signed by no less than 3 members, and delivered to the Owner within thirty (30) days from the date upon which the Committee received the written request. Failure of the Committee to deliver a written approval/disapproval within thirty (30) days shall be deemed as approval by the Committee of the request and construction may proceed.
- 2.05 Committee members shall be held only to a standard of good faith in carrying out their duties and responsibilities as a Committee member.

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### ARTICLE THREE

#### **Use Restrictions and Architectural Standards for Tract One Residential Lots**

3.01 Tract One, Lots Two (2) through Seventeen (17), Twenty Five (25) through Seventy Six (76) and Seventy Eight (78) though One Hundred Sixty One (161), are restricted for residential purposes only. No retail businesses or enterprises of any kind which involve in any way the presence of non-Owners on an Owner's Lot for commercial purposes shall be permitted. "Non-Owners" include customers, clients, or employees of the Owner. Home offices are permitted as long as the office is contained in an approved structure, there is no outside visible evidence that an office is being maintained on the Lot, and there are no employees or contract representatives. An Owner's business equipment may be stored on the Lot but must be contained within an approved structure.

3.02 No structure of any kind shall be erected, placed or permitted to remain on any Lot unless said structure meets all standards of construction as set forth in this Declaration and has been approved by the Committee as outlined in Article Two of this Declaration. The only structures permitted are as follows:

1. One principal single family dwelling with one attached garage which does not exceed the size necessary for four cars,
2. One guest house, and
3. One additional out building, excluding carports which are prohibited, which shall be subject to approval by Architectural Control Committee.

Completion of the single family dwelling and any outbuilding shall not exceed one year from commencement of construction on said dwelling. "Commencement" shall mean that the date the foundation is started by any dirt work. Structures not completed within that one year period may by action of the Architectural Control Committee, be prosecuted

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in any court having jurisdiction, as a nuisance, without claim or cause of action on the part of the owner against the Committee.

During the construction the Architectural Control Committee shall be and is hereby authorized to perform inspections personally or by inspectors retained by the Committee with the inspections to be performed pursuant to building, electrical and plumbing codes being utilized on the date of inspection by the City of Lubbock and also pursuant to any requirements of the Texas Environmental Quality Agency. All builders must be registered and approved by the State of Texas and must provide to the Architectural Control Committee their state builder number prior to the commencement of any construction.

- 3.03 No part of any dwelling, garage, or other building shall extend closer than ten feet (10') to the side property lines of each Lot. No part of any dwelling shall be located nearer than 15 feet from the roadway easement reflected on the Map.
- 3.04 No mobile home, recreational vehicle, boat and/or trailer of any such like or similar item shall be parked or stored in any instance upon any lot prior to the beginning of the construction. After construction commences, as well as after completion, no Mobile Home, recreational vehicle, boat and/or trailer may remain on the property for a period of time exceeding 48 hours, unless stored totally within an enclosed structure approved by the Architectural Control Committee. A general contractor may park one mobile home on site during construction.
- 3.05 All principal dwellings shall contain at least fifteen hundred (1,500) square feet of living area, exclusive of garages, breezeways, porches, and other out-buildings. All split-level or two-story houses shall be required to have a minimum of fifteen hundred (1,500) square feet of floor space, exclusive of garages and porches, on the ground floor level and

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shall be required to have a minimum total of two thousand (2,000) square feet of total floor space. All guest houses shall contain a minimum of one thousand five hundred (1,500) feet of living area.

- 3.06 All dwellings (including guest houses and out buildings), garages, and all other structures shall be new construction, built on-site, or new ready-built structures which shall be moved in or constructed on the Lot. These structures shall be constructed with a covering of seventy-five percent (75%) brick masonry, cut stones, adobe, or stucco, on all outside walls. No detached garages, mobile homes, or HUD-code manufactured home shall be permitted. All guest houses and outbuildings shall be of the same general appearance as the main dwelling, utilizing the same colors, color schemes, and building materials as the main dwelling. Concrete and Cinder Block shall not be permitted for any structure. Log cabins may be permitted upon approval of the Architectural Control Committee.
- 3.07 The roof of any dwelling or garage shall be clay tile, slate, flexible composition or metal shingles rated for a 40 year life, or new standing steel roof. The Architectural Control Committee may approve other comparable roofing material in its discretion. This section shall not be construed to mean that the use of solar collective panels or other energy conservation devices is restricted when used in conjunction with the buildings of the principal residential structure on an individual Lot. All wood roof material is prohibited.
- 3.08 No radio or television antenna or satellite receiver shall extend more than five feet (5') above the highest point of the roof of any building, and no antenna shall ever be erected or maintained on any Lot not containing a building. This shall never be construed or enforced in such a manner as to violate the Telecommunications Act of 1996, as now existing or as hereafter amended and any collateral regulation of the Federal Communications Commission.

- 3.09 All property Owners shall be responsible for maintenance of their property beginning from the edge of the paved road surface, inclusive of the paving apron which connects to the roadway.
- 3.10 Residential structures shall not exceed thirty five feet (35') in height measured from natural ground, unless the Architectural Control Committee shall approve in writing a greater height. Out buildings and guest houses shall not exceed the height of sixteen feet (16') without prior written approval of the Architectural Committee.
- 3.11 No trailer, mobile home, tent, shack, garage, shed, or other out buildings shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Guest houses may be constructed prior to the construction of the principal dwelling, when approved by the majority vote of the Architectural Control Committee, upon the condition that construction of the principal dwelling commence within eighteen (18) months of commencement of construction of the guest house. Any lot owner seeking approval to construct the guest house prior to the principal residence shall be required to post with the Architectural Control Committee a cash bond of \$25,000.00 conditioned upon the commencement of the principal residence within such 18 month period. No guest may occupy a Guest house for a period in excess of 30 consecutive days. Occupancy of the principal structure shall be considered occupancy of the Guest house.
- 3.12 Any pre-fabricated structures proposed for use as out buildings must be approved in writing by the Committee in advance of any preparation for construction.
- 3.13 Since it is the established intent to provide quality residential development sites, the construction of any livestock related facility will not be permitted on any Lot, nor shall any livestock or poultry be permitted to remain upon any such Lot. All pets must be

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contained within a fence and not be permitted to run at large.

- 3.14 Care shall be taken in the design and Lot location of each structure to insure that existing surface drainage patterns in the subdivision are not adversely affected and that erosion control plans mandated by State regulatory bodies are complied with. If required by the Committee, the builder or Owner of any structure in question shall submit for review and approval an improvement survey of the subject Lot which shall delineate the proposed changes in grade so that the Committee may ascertain compliance with the intention of this item.

Any clearing of natural vegetation and landscaping proposed by the lot owner and considered to be major in character by the Homeowners Association, as evidenced by notice to the lot owner, must be approved prior to the commencement of clearing. Any pathways installed upon or across either the restrictive easement or the flood easement belonging to the City of Lubbock must be approved by the Architectural Control Committee which may consider the recommendations of the City of Lubbock. Such recommendations shall not be mandatory or binding. Any such pathways must meander to the lake level and wide enough only to accommodate a golf cart. Any steps or walkways inside the flood plain down to the lake level must be approved by the Architectural Control Committee which may consider, as non-binding, the recommendations of the City of Lubbock that these steps and pathways be visually non-obtrusive. All requirements of the Texas Commission on Environmental Quality shall be strictly enforced by the committee.

- 3.15 No lot shall be re-subdivided into smaller Lots, but this shall not prohibit the assembling of a Lot or parts of Lots into any Lot which would be larger than those originally platted.
- 3.16 No noxious, offensive, or illegal activity (which shall include open fire pits) shall be

carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to other property Owners in the addition. No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. No trash shall be burned on any Lot and all waste disposal shall be the sole responsibility of the Lot Owner. All waste shall be kept in sanitary containers, or other equipment for storage and disposal of such waste. All waste storage facilities shall be kept in a clean, sanitary condition and shall meet sanitary regulations of the State of Texas and the County of Garza. In order to facilitate the orderly disposition of trash, Developer reserves the right to place dumpsters in selected sites within the development. Should this right be exercised, Lot Owners may utilize them for trash disposition. No trash shall be deposited or allowed to remain outside a dumpster site, and the trash disposed of in a dumpster may not include construction material, tree limbs or items incapable of being placed within a 3' X 3' container. Upon the placement of dumpsters, all Lot Owners will be billed monthly for this service at rates reasonably representative of those charged by trash disposal companies.

No junked or inoperable vehicle, as defined by state law, shall remain upon any Lot in excess of ten (10) days in any calendar year.

- 3.17 All driveways, and parking areas shall be constructed of and covered with a permanent material such as concrete, brick, asphalt, or crushed rock or gravel.
- 3.18 Use of a motorized vehicle by a landowner shall be restricted to the residential Lot owned by the landowner and the roadways of the Development. Use of a motorized vehicle by a non-landowner shall be restricted to the roadways of the Development, and to privately owned lots upon invitation of the lot owner.
- 3.19 No signs, billboards, posters or advertising shall be erected on any lot except for one sign

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not exceeding 4 square feet when utilized to advertise the lot for sale. Address signs are permitted but shall not exceed 1 ½ square feet in size. Builders signs are permitted during construction but not to exceed 16 square feet.

3.20 All fireplace chimneys shall be equipped at the top with approved spark arresters.

3.21 Water preservation is strongly encouraged. Therefore, Xeroscaping is encouraged; traditional grass lawns shall be no larger than, a total of 1000 square feet per residence.

3.22 No hunting of mammals or water fowl, no trapping of animals, and no discharge of firearms or use of bow and arrows shall be permitted on any lot or common area.

#### **ARTICLE FOUR**

##### **Construction Provisions Applicable to North Ridge**

- 4.01 All electrical, plumbing, and mechanical contractors or subcontractors utilized on any construction or improvements must be currently licensed by the State of Texas. A backflow preventer shall be installed on all outside faucets and all sprinkler systems consistent with the existing plumbing code of the City of Lubbock on the applicable date.
- 4.02 Should any lot owner, their contractor, or subcontractor damage any utility facility, lines or assets, the repair shall be at the cost of the property owner with the repair to be performed by the utility with reimbursement at its cost by the Lot Owner.
- 4.03 Both the General Contractor on any project and, the lot owner shall be responsible for the removal and disposition of all building materials, scrap and debris and for cleaning the building site, grounds, and roadways of fill dirt and debris. This shall include the cleaning up of debris blown or discarded onto other properties. All such material must be removed from the development.
- 4.04 General Contractors must provide portable restroom facilities for work crews during

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construction or improvements of a lot.

- 4.05 A General Contractor is financially responsible to the Developer for the cost of damage repair to paving, utilities or vegetation on other properties where such damage arises from activity related to Owner's lot.
- 4.06 All dirt work or clearing of land inside either the restrictive easement or the flood easement shall be done consistent with erosion control concerns and requirements of the Texas Commission on Environmental Quality.

#### **ARTICLE FIVE**

##### **Easements within North Ridge**

- 5.01 The addition is presently subject to restrictions, flood easements, and rights to set out in a Warranty Deed dated August 30, 1984, from Nonnie Rogers Ward and husband, John Ward to the City of Lubbock, recorded in Volume 183, page 919 of the Deed Records of Lubbock County, Texas. Each owner shall be strictly required to comply with all of the terms, restrictions, covenants and conditions contained therein, including any setback requirements.
- 5.02 All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved to Developer as shown on the Map and have been dedicated to public use as shown in the Dedication Deed and plat recorded contemporaneously in the deed records of Garza County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway, unless by Developer. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

- 5.03 Developers may install above ground or underground electrical, gas, water, telephone, and television cable systems to an access point within each Owner's Lot. Each Owner, at said Owner's own expense shall extend those utilities underground to the buildings on the Lot, and no above-ground service lines will be permitted. In addition to the easements displayed on the Northridge plat, an easement is imposed for the benefit of utilities from the lot line to the access point for the purpose of ingress and egress in order to install and maintain all such utilities.
- 5.04 Each Owner shall provide his/her own sewage septic system at Owner's expense. Strict adherence to the regulations governing the installation of sewage septic systems, as promulgated by the State of Texas, the Texas Natural Resources Commission, and the County of Garza, shall be required of all individual Lot owners.
- 5.05 A Lot Owner on Tract One may drill a water well for domestic consumption but pump size may not exceed a capacity greater than a 1" discharge; all wells must be cased from ground level to the producing structure in a manner as to prevent contamination. Water wells carry no representation as warranty from the developer, either to quantity of output or to the quality or potability of the water. Placement of the well is subject to any restrictions or limitations imposed of public record.
- 5.06 Each Residential Lot Owner will have access to the Developer's Boat Ramp so long as they comply with the rules for usage determined from time to time by the Developer. Developer will issue to the owner one windshield sticker which must be attached to the owner's vehicle windshield in order to exercise this right of access.

## ARTICLE SIX

### **General Provisions**

- 6.01 The Developer of the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a

waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Persons violating these restrictions shall be given written notice by U.S. Mail to the address of the lot and provided a reasonable time to cure the violation.

6.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

6.03 This Declaration applies to the Property in its entirety, and all improvements now existing or to be constructed or placed upon the Property. The provisions of this Declaration are intended to run with the land and bind all persons and entities who may own, purchase or acquire all or any part of the Property or who may hold any interest therein, and their respective heirs, assigns, successors, devisees, lessees, legal representatives and holders of every kind. The provisions of this Declaration are to become a part of all contracts, deeds, and other legal instruments whereby title to all or any part of the Property, or any interest therein, is divested of an Owner and vested in other persons or entities. When reference is made to the public record in contracts, deeds, and other legal instruments such reference will place all primary and subsequent purchasers, Owners and holders of the Property or any part thereof, and all persons or entities having or acquiring any interest therein, on due notice of the full contents of this Declaration as completely as if this entire instrument had been included in such contracts, deeds or other instruments.

6.04 Surface mining on any Lot shall be strictly prohibited.

6.05 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Development.

This Declaration is executed this 3rd day of April, 2006, at Post, Texas.

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Clifford & Clyde Kitten Inc.

*Clyde Kitten*  
By: *Clyde Kitten*  
President

Corporate Acknowledgment

STATE OF TEXAS }  
COUNTY OF LUBBOCK }

This instrument acknowledged before me this 2 day of May, 2006,  
by Clyde Kitten, as President of Clifford and Clyde Kitten Inc. a Texas  
Corporation for and on behalf of said Corporation.

*[Signature]*  
Notary Public  
*[Signature]*



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FILED FOR RECORD

2nd day of May, 2006

at 11:30 o'clock A. M.

Jimm Plummer  
COUNTY CLERK, GARZA COUNTY, TEXAS

By Jimm Lawrence Deputy

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