

COUNTER FILING

**WILLOW RIDGE 3
LOTS 41 THROUGH 90**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Declaration is made this 30 day of March, 2016, by CWMT, LLC., a Texas Limited Liability Corporation, hereinafter called "Declarant".

RECITALS

Declarant is the owner of that real property situated in Lubbock County, Texas, which is described as Lots Forty One (41) through Ninety (90), WILLOW RIDGE 3, an Addition on a 112.66 acre (4,907,470 sq. ft.) tract of land out of Section 100, Block 20, in Lubbock County, Texas and being more particularly described as follows;

Beginning at nail and washer, found near the center of F.M. 1730 for the Northwest corner of Section 100, Block 20 and the Northwest and beginning corner of this tract;

Thence S88°21'08"E, along the North line of said Section 100, Block 20 and along the South line of that tract described in County Clerk File Number 2010039218, Official Public Records of Lubbock County, Texas, and the South Plat Limits of Lots 1-14, Tierra Del Prado, an Addition to Lubbock County, Texas, recorded in County Clerk File Number 2011037525, Official Public Records of Lubbock County, Texas, at a distance of 40.0 feet pass 1/2" iron rod with yellow cap (HRA), found, at a distance of 1701.07 feet pass a 1/2" iron rod with yellow cap (HRA), found for the most Southerly Southwest corner of said Lots 1-14, Tierra Del Prado, an Addition, and continuing for a total distance of 2773.25 feet to a 1/2" iron rod with orange cap (AMD ENG), set for the Northeast corner of this tract, whence a 2" iron pipe, found for the Southeast corner of said Lots 1-14, Tierra Del Prado, an Addition and the Northeast corner of Section 100, Block 20 bears S88°21'08"E, a distance of 2639.25 feet;

Thence S01°40'59"W, along the West line of that tract described in Volume 7614, Page 177, Official Public Records of Lubbock County, Texas, a distance of 1770.36 feet to a 1/2" iron rod with red cap (Smith), found for the Northeast corner of Lots 23-40, Willow Ridge, an Addition recorded in County Clerk File Number 2008042826, Official Public Records of Lubbock County, Texas, and for the Southeast corner of this tract;

Thence N88°20'56"W, along the North Plat Limits of said Lots 23-40, Willow Ridge, an Addition, at a distance of 2711.12 feet pass a 1/2" iron rod with red

cap (Smith), at a distance of 2731.12 feet pass a 1/2" iron rod with orange cap (AMD ENG), set, and continuing for a total distance of 2771.12 feet to a nail and shiner (AMD ENG), set near the center of F.M. 1730 and in the West line of Section 100, Block 20, for the Northwest corner of said Lots 23-40, Willow Ridge, an Addition and the Southwest corner of this tract;

Thence N01°36'51"E, with siad F.M. 1730 and along the West line of Section 100, Block 20, a distance of 1770.17 feet to the Point of Beginning.

Containing 112.66 acres (4,907,470 sq. ft.)

Declarant desires to subject such real property to certain covenants, conditions and restrictions.

TERMS OF THE AGREEMENT

To provide for the orderly development and use of the above-described real property, Declarant hereby imposes the following covenants, conditions and restrictions:

ARTICLE I GENERAL

Section 1

Definitions. The following words, when used in this Declaration, shall have the meanings assigned to them as follows:

- a) "Declarant" shall mean and refer to CWMT, LLC., a Texas Limited Liability Corporation, its heirs, successors, administrators and assigns;
- b) "Lot" or "Lots" shall mean and refer to any lot of land shown upon the subdivision map or plat of WILLOW RIDGE 3 Lots 41 Through 90, an Addition recorded in the Official Public Records of Lubbock County, Texas, or any portion thereof;
- c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot (or portion thereof), but notwithstanding any application theory of mortgage, the term "Owner" shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof;
- d) "Improvement" or "Improvements" shall mean and refer to all structures or other improvements to any Lot (or portion thereof), of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, parking facilities, walkways, driveways, landscaping, swimming

pools, site lighting, site grading and earth movements, and any exterior additions, changes or alterations thereto, including both original Improvements and all later changes and Improvements.

Section 2

Property Subject to Declaration. All of the Lots and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant and any subsequent owner of all or any part thereof, subject to this Declaration. The Developer may add or annex additional Lots or sections from time to time and at anytime to the scheme of these Restrictions by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such additional property.

Section 3

Purpose of Restrictions. The purpose of this Declaration is to protect the Declarant and the Owners against the improper development and use of the Lots; to assure compatibility of design of Improvements located to secure and preserve sufficient setbacks and space between Improvements constructed on the Lots so as to create an aesthetically pleasing environment; to provide for landscaping and the maintenance of the Lots; and, in general, to encourage construction of attractive, high quality, permanent Improvements on Lots that will promote the general welfare of the Declarant and all Owners.

ARTICLE II PROTECTIVE COVENANTS

Section 1

Use Limitations. All Lots and any buildings and/or structures located on the Lots, shall be used for single-family residential purposes only, and further shall be subject to the following restrictions and limitations:

- a) No building shall be erected, altered, placed or permitted to remain on any Lot other than one family dwelling, a private garage for not less than two cars, bona fide servants quarters used without charge only by persons employed by an Owner in a domestic capacity, children's playhouses and a barn or other outbuildings not used for residential purposes;
- b) Except as may be otherwise permitted herein, no structure of a temporary character, including, but not limited to, mobile home, prefabricated home, tent, shack or any other temporary structure or building shall be placed on any Lot. No house, garage, barn or

other structure appurtenant thereto shall be moved upon any Lot from another location;

- c) No animals of any kind shall be raised, bred or kept on any Lot, except that a maximum of four (4) large animals (but excluding any type of reptile) may be kept on a Lot, provided that they are not kept, bred or maintained for any commercial purpose provided, however, that a maximum of two (2 per acre) pigs, calves or sheep per participating student residing on any Lot in connection with any school, 4H or FFA sponsored project. A maximum of four (4) of each cats and dogs may be kept on any Lot, provided that they are properly penned or restrained. All facilities provided for the housing of any such animals shall be maintained in a clean and sanitary condition;
- d) No rubbish, trash, garbage, debris or other waste shall be dumped or allowed to remain on property;
- e) No motor vehicle may be stored or otherwise maintained on a Lot unless it has tires and is operational. No trailer, mobile home, boat, RV, tractor, truck larger than 3/4 ton, or vehicle other than passenger automobiles shall be permitted to park on any Lot, except that a trailer, mobile home, boat or RV may be parked at a location to the side or rear of the main dwelling construed on the Lot, provided that it is parked in a garage or otherwise concealed from view from all other Lots and from the public streets that border the Lot;
- f) No manufacturing, trade, business, commerce, industry, profession or commercial activity to which the general public is invited shall be conducted upon any Lot or in any Improvement erected thereon;
- g) No signs of any kind shall be displayed on a Lot, except for a single sign not more than three (3) square feet in size advertising a Lot for sale. A formal entrance (if desired) may be allowed;
- h) No operations of any kind relating to the exploration for or production of, development and/or marketing of oil, gas and/or other minerals shall be conducted on any Lot. No noxious or offensive activity should be carried on upon any Lot, nor should anything be done thereon which may become an annoyance, danger or a nuisance to the owners of the other lots.

Section 2

Building Locations and Minimum Setback Lines for Lots. No Improvements of any kind may be constructed nearer than twenty-five (25) feet of any property line, other than landscaping and fences. Any Improvements and construction on all Lots shall be set back seventy-five (75) feet in front and twenty-five (25) feet on both sides, save and except landscaping and fences. All

homes must face the road affronting each lot upon which the home shall be constructed.

Section 3

Fences. Any fence constructed on a Lot must be of new materials and must be maintained in good condition at all times. Barbed wire, sheep/hog wire shall not be permitted. Pipe and cable fencing shall be permitted, if cable is 5/8" or larger.

Section 4

Construction Standards for Lots. All Improvements on each Lot shall meet the following requirements:

- a) **HEIGHT AND MINIMUM FLOOR AREAS:** The dwelling located on Lot shall have a minimum of 2,500 square feet of floor area, with at least 2,000 square feet on the ground floor of structure having multiple stories, in every case measured exclusive of porches, decks and garage;
- b) **EXTERIOR WALLS:** The exposed exterior wall area, exclusive of doors, windows and covered porch area, shall be at least 75% brick, stucco, glass or stone or a combination thereof. Any exposed exterior area not covered by brick, stone or stucco shall be covered by wood or siding (metal or synthetic. Metal sheeting of any type of panel is not considered siding.);
- c) **ROOFING DESIGN AND MATERIAL:** Flat roofs and mansard roofs shall not be permitted. No residence shall be constructed on any Lot with a roof of crushed stone, marble or gravel, it being intended that each roof shall be constructed only of metal, composition or wood shingles, tile or slate;
- d) **GARAGES AND CARPORTS:** All Lots shall have a garage (which may be attached or detached) to the side or rear of the main dwelling of a sufficient size to provide storage for at least two (2) automobiles, and all garages shall be given the same architectural treatment as the main structure located on such Lot. No metal or prefabricated carports shall be allowed on any Lot; however, a carport constructed of the same materials used on and in the same architectural style as the main dwelling is permitted. Any carport constructed on any Lot shall be in addition to, not in lieu of, the herein required garage. Allowed carports must be located to the side or rear of the main dwelling;
- e) **EXTERIOR LIGHTING:** No exterior lighting shall be installed or situated such that neighboring Lots are unreasonably lighted by same. All freestanding exterior lights located between the property lines and the main structure shall be architecturally compatible with the main structure;

- f) WINDOW UNITS: No dwelling shall utilize window mounted or wall type air conditioners or heaters;
- g) SWIMMING POOLS: Any swimming pools shall be securely enclosed by a fence and gates designed to prevent children and animals from accidentally entering the pool enclosure;
- h) SEPTIC TANKS: Sewage disposal facilities and septic tanks must comply in all respects with all applicable state, county and/or other governmental laws, rules and regulations. Location of the septic tank to be approved by the Declarant in accordance to a master plan (for the purpose of maintaining water purity of well water). No cesspools, outhouses or outside toilets are to be allowed to any Lot; provided, further, that Governmental approvals as may be required by federal, state, county or civic governmental authorities, governments or agencies for all septic tanks and sewage disposal facilities for each Lot are the responsibility of the Owner of such Lot.
- i) WATER WELLS: No more than two (2) water wells shall be located on a Lot, and the combined capacity of all water wells located on a Lot shall not exceed thirty (30) gallons per minute. Only submersible pumps shall be used in any water wells located on a Lot. Location of water wells to be approved by the Declarant in accordance with a master plan (must be at least 10 feet from the property line). Under no circumstances shall any above ground irrigation motor or similar devices (whether gasoline or electric) located on a Lot and/or used in connection with providing water to that Lot for household use and watering of landscaping; provided, further, that Governmental approvals as may be required by federal, state, county or civic governmental authorities, governments or agencies for all septic tanks and sewage disposal facilities for each Lot are the responsibility of the Owner of such Lot.;
- j) MATERIALS: All Improvements constructed on a Lot must be built and maintained using only new materials. No materials of inferior grade shall be used in any construction;
- k) No exotic or experimental designs, such as geodesic domes, log cabins or all metal homes shall be allowed;
- l) Driveways shall be constructed of commercially available materials and must be kept in good repair. Dirt, sand or clay (caliche) shall not be allowed as surfacing material; provided, further that each driveway at its entrance from the abutting street shall have either a concrete dip or be constructed level with a culvert so as to facilitate drainage;
- m) ARCHITECTURAL REVIEW: No dwelling or building shall be erected on any Lot until the building plans, specifications and plat plan showing the location of all such Improvements have been approved, in writing, by Declarant as to locations, conformity and harmony of external design by the Declarant or his appointed Architectural Committee.

Section 5

Landscaping Lots. Landscaping must: (i) permit reasonable access to public and private utility lines and easements for installation and repair; (ii) provide an aesthetically pleasing variety of trees, shrubs, ground cover and plants; (iii) prevent, to the maximum extent practicable, wind and water erosion and blowing dust; and (iv) landscaping shall include grass, ground cover, trees, shrubs, vegetation and other plant life, including, but not limited to, native grasses and other native vegetation and wheat, hay and other livestock food crops grown for personal use for animals maintained on the Lot as provided herein.

Section 6

Utilities. All public and private utilities and service connections, including, but not limited to, gas, water, electricity, telephone, cable television or security systems, or any wires, cables, conduits or pipes used in connection therewith, located upon any Lot shall be underground, except that fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad mount transformers and street lights may be located above ground only where necessary to furnish the service required by the use of such utilities. In no event shall any poles be permitted, other than for street lights or as otherwise permitted herein, and no wires or transmission lines to or from such street lights shall exist above the ground.

Section 7

General.

- a) **CONSTRUCTION DEBRIS:** During the construction or installation of Improvements on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible;
- b) **STOPPAGE OF CONSTRUCTION:** Once commenced, construction shall be diligently pursued to the end, that it will be completed within sixteen (16) months from the date commenced. For purposes of this instrument, construction shall be deemed to commence on the earlier of (i) the date on which any governmental authority shall issue any building permit or other permission, consent or authorization required in connection with such construction, or (ii) the date on which excavation of any Improvements shall begin.

ARTICLE III
MAINTENANCE

Section 1

Duty of Maintenance. Each Owner of any Lot shall have the responsibility, at his sole cost and expense, to keep such Lot, including any Improvements thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- a) Prompt removal of all litter, trash, refuse and waste, and regular cutting of weeds and grasses on the Lot prior to and during construction of any Improvements;
- b) Regular mowing of grasses;
- c) Keeping the grassed yard and landscaped areas free of weeds, and attractive;
- d) Complying with all government health and police requirements;
- e) Repainting of Improvements, and repair of exterior damage of Improvements.

- f) Each Owner of any Lot shall have the responsibility, at his sole cost and expense, to keep all areas located between the boundaries of such Lot and the paved portion of any streets or roads on which such Lot borders in a well maintained, safe, clean and attractive condition. An Owner is not required to landscape or water such area, but the Owner shall promptly remove all litter, trash, refuse and waste therefrom and regularly mow all grasses and weeds located thereon and shall maintain the drainage integrity of any such area unless the drainage integrity is otherwise maintained by the county or other governmental authority having jurisdiction over such area.

- g) The Owner of any Lot which is abutted by, adjacent to or subject to an easement for water drainage shall be responsible upholding, maintaining the integrity and effectiveness of any such water drainage easement and not interfering directly or indirectly with the effectiveness of any such water drainage easement.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 1

Duration. This Declaration and the covenants, conditions and restrictions set out herein shall run with and bind the Lots, and shall inure to the benefit of

and be enforceable by the Declarant and its respective legal representatives, heirs, successors and assigns, for a term beginning on the date of this Declaration, and continuing until the expiration of forty (40) years thereafter, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless terminated as set out in the following provision.

Amendments. The covenants, conditions and restrictions of this Declaration may be amended or terminated only as follows:

- a) BY THE DECLARANT: For so long as Declarant remains the Owner of any single Lot, Declarant reserves to itself and shall have the continuing right, any time, and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument, in writing, duly executed, acknowledged and filed of record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correction of any inadvertent misstatements, errors or omissions herein, provided that any such amendment shall be consistent with and in furtherance of, the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner.
- b) BY THE OWNERS: This Declaration may be amended or terminated only by the affirmative vote of the Owners of not less than two-thirds (2/3rds) of the total number of Lots. Each Lot shall be entitled to a single vote.

Enforcement. Enforcement of the covenants, conditions and restrictions contained herein shall be by any proceeding at law or in equity against any person(s) violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages. Failure by the Declarant or any other Owner to enforce any such covenant, condition or restriction shall in no event be deemed a waiver of the right to do so hereafter. The Declarant shall not have any special obligation to any Owner to enforce any of the covenants, conditions and restrictions contained in this instrument, and any Owner or Owners aggrieved by any violation or alleged violation of these covenants, conditions and restrictions shall be responsible for enforcing the same (provided that Declarant shall have the right to join in such enforcement in its sole discretion).

Resubdivision or Consolidation. No Lot shall be subdivided in any fashion.

Severability of Provisions. 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, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Notice. Wherever written notice to an Owner is permitted or required hereunder, such notice shall be given by mailing the same to such Owner at the address of such Owner designated in the Deed conveying a Lot or Lots to that Owner, as recorded in the Lubbock County Clerk's office in Lubbock, Texas, or to the address of the Owner shown in the records of the Lubbock Central Appraisal District in Lubbock, Texas, or other governmental authority imposing or collecting ad valorem taxes on such Lot, such notice shall conclusively be deemed to have been given by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience purposes only and are not to be used in construing this Declaration or any part thereof.

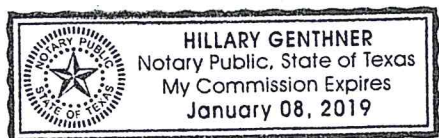
Executed as of the day and year first above written.

CWMT, LLC., a Texas Limited Liability Corporation

By: Wayne Weeks
Wayne Weeks, Trustee


STATE OF TEXAS)
COUNTY OF LUBBOCK)

The above and foregoing instrument was acknowledged before me on this 30th day of March, 2016, by Wayne Weeks, as Trustee of CWMT, LLC., a Texas Limited Liability Corporation, on behalf of said corporation.



Hillary Genthner
Notary Public, State of Texas