

**DEDICATION DEED AND RESTRICTIVE COVENANTS  
LOTS 148-198**

**LAKERIDGE ESTATES OF LUBBOCK,  
AN ADDITION TO THE CITY OF LUBBOCK  
LUBBOCK COUNTY, TEXAS**

LAKERIDGE ESTATES OF LUBBOCK LTD., hereinafter called the “Dedicator,” the owner of that certain tract of land in Lubbock County, Texas described in the attached Exhibit “A” hereinafter referred to as the “legal description” adopt the Plat attached here to as Exhibit “B” which will be filed of record in the Plat Records, Lubbock County, Texas as a plan for subdividing the same, said subdivision to be known as:

Lots 148 through 198, Phase IV LakeRidge Estates of Lubbock, an addition to the City of Lubbock, Lubbock County, Texas.

Dedicator hereby plats said land into lots, streets and alleys as shown on Exhibit “B” attached hereto and dedicates to the use of the public the streets and alleys shown on the attached plat. Dedicator further dedicates and rededicates the easements as specified on attached plan under “Notes” and hereby provides that the provisions of such “Notes” shall be applicable to and run with the title to those lots on which such easements are located or to which they abut.

Dedicator reserves unto itself, its successors and assigns, a perpetual easement for utilities in, over, upon, and across said streets and alleys.

Dedicator does hereby declare that all of the aforesaid lots shown of said plat of LakeRidge Estates of Lubbock, are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth.

**SECTION I. DEFINITIONS**

The terms defined in this section shall, for all purposes of the hereinafter provisions of this instrument have the meanings herein specified, unless the context otherwise requires.

- a. “Plat” shall mean the plat attached hereto as Exhibit “B.”
- b. “Plot” shall mean an entire numbered lot as shown on the plat or a combination of one or more of said lots or pair of said lots which shall have been approved by the Dedicator as a building site. The Dedicator may refuse to approve a splitting or combination of said lots if more lots that the total of the numbered lots as shown on the plat would result therefrom.
- c. “Dedicator” shall mean the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned Dedicator does hereby impress and impose upon all of the aforesaid lots in said LakeRidge Estates of Lubbock, an Addition to the City of Lubbock in Lubbock County, Texas, the following Restrictive Covenants to run with the title to said lots and to govern the use of said lots to-wit:

- 1. The following word when used in this instrument shall have the following meanings:
  - (a) “Association” shall mean and refer to the LakeRidge Estates of Lubbock Homeowners’ Association, its successors and assigns;
  - (b) “LakeRidge Estates Phase IV Subdivision” shall mean and refer to Lots 148 through 198 of LakeRidge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, said name “LakeRidge Estates- Phase IV Subdivision” being used herein as a means of ready reference to all of the aforesaid lots but not being adopted as an official name intended to be used in the conveyance of individual lots;

- (c) “Common Area” shall mean and refer to all buildings, structures, landscaping, and any other properties or facilities owned and maintained by the Association for the common benefit and enjoyment of the members of the Association;
  - (d) “Lot” shall mean and refer to any plot of land shown as a lot upon the plat of all of the above numbered lots;
  - (e) “Member” or “Members” shall mean and refer to all of those lot owners who are members of the Association;
  - (f) “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 living unit upon the properties but shall not mean or refer to the mortgage of any such property unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure;
  - (g) “Notice” shall mean a written announcement. Any notice required to be sent to a member shall be deemed to have been properly sent when mailed to the first known address of the person or entity that appears as a member or owner on records of the Association at the time of mailing.
2. Each lot, but specifically excluding the common areas, shall be used and occupied for single family residential purposes only except as otherwise temporarily permitted below. The term “single family residential purposes” shall be held and construed to exclude hospitals, clinics, and commercial, business, and/or professional uses, whether from homes, residences, or otherwise, and all such excluded uses are hereby expressly prohibited.
  3. Excepting the common areas, no building shall be erected, altered, or placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories, thirty-five (35) feet in height and a private garage for two or more cars.
  4. No trailer, camper, or boat shall be parked, stored, or maintained on any lot in such a way as to be visible from the fronting street.
  5. The Dedicator has incorporated under the laws of the State of Texas, as a non-profit corporation, the LakeRidge Estates of Lubbock Homeowner’ Association. Every person or entity who is a record owner of a fee or undivided fee interest in any lot that is in the LakeRidge Estates Subdivision shall be a member of the Association, except that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. The Association has two classes of membership, both of which are voting, to-wit:
    - (a) **Class A.** Class A members are the owners with the exception of the Dedicator of all lots in the LakeRidge Estates Subdivision, provided that no lot shall carry with it more than one membership. Class A members shall be entitled to one (1) vote for each lot in which they hold an interest required for membership. When more than one person holds such interest in any lot, all such persons shall be members, but that lot shall have only one (1) vote and the joint owners thereof shall exercise such vote as they, among themselves, may determine.
    - (b) **Class B.** The Class B member shall be the Dedicator. The Class B member shall be entitle to three (3) votes for each lot which it owns, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs first:
      - i. When the total votes outstanding in Class A memberships equal the total votes outstanding in the class B membership, or
      - ii. On the first of January, 2014.

6. No building, fence/wall, other structure, or landscape improvement shall be erected, placed or altered on any lot in the LakeRidge Estates Subdivision; nor shall any exterior addition or alteration be made until a set of building plans, specifications, and a plot plan showing the location, nature, height, shape and materials of such improvement has been approved in writing as to its compliance with these restrictive covenants by the Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) officers of, or appointed representatives of, the Association. The Architectural Control Committee shall consist of the President of the Association, who shall be the Chairman of the Committee, and two (2) other members of the Association who shall be chosen and designated by the Chairman. The names of these persons who shall constitute the Architectural Control Committee shall be kept in the records of the Association. In the event of the death or resignation of any member of the committee the remaining member or members of the committee shall have the full authority to act upon any and all requests current and/or future that come before it. Once the Architectural Control Committee receives a request including, but not limited to, the building plans, specifications, and plot plan it shall thirty (30) days to respond to the applicant. If no action is taken then such approval shall not be required and the plans are deemed approved. The Architectural Control Committee shall have full power and authority to reject any plans and/or specifications that are not in keeping with the construction requirements, architectural designs, or that might not be compatible with existing design or with the development of the LakeRidge Estates Subdivision; and any and all conditions or circumstances not covered herein shall be decided upon the Architectural Control Committee, and its decision shall be final. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these provisions but shall be entitled to all expenses that may be reasonably incurred in the performance of their duties hereunder. An application for a building permit shall not be filed with City of Lubbock, Texas until the provisions of these restrictive covenants are satisfied.

Notwithstanding the foregoing provisions, until all residences and all Lots in the LakeRidge Estates Subdivision have been constructed, the Dedicator shall perform all of the foregoing functions and exercise all of the powers of the Architectural Control Committee. The Architectural Control Committee, shall only come into being at such time as all of the residences on the Lots in said LakeRidge Estates Subdivision have been constructed, or the plans have been approved. Neither Dedicator, the Board of Directors, the Architectural Control Committee, or any of their respective members, officers, employees, designees, contractors, administrators, inspectors and agents, shall have any liability whatsoever for decisions made in accordance with this Deed of Dedication and Restrictive Covenants so long as such decisions are made in good faith and are not arbitrary or capricious. The plans or the site plan submitted to the Architectural Control Committee shall be the responsibility of the owner of the lot to which the improvements relate and the Architectural Control Committee shall have no obligation to check for errors in, or omissions from, any such plans, or to check for such plans' compliance with the general provisions of this Deed of Dedication and Restrictive Covenants, or any codes, ordinances, regulations or other laws, whether statutory or not, and whether the same relate to lot lines, building lines, easements or any other issue. Review and approval of any plans may be based on purely aesthetic considerations. The Architectural Control Committee is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other owners.

THE ASSOCIATION HEREBY UNCONDITIONALLY AND PERPETUALLY INDEMNIFIES AND HOLDS DEDICATOR, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS,

DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR INACTIONS TAKEN HEREUNDER BY THE ARCHITECTURAL CONTROL COMMITTEE, IRRESPECTIVE OF WHETHER OR NOT THE ARCHITECTURAL CONTROL COMMITTEE, ITS EMPLOYEES, CONTRACTORS, AGENTS AND OTHER INDIVIDUALS OR ENTITIES TO OR EMPLOYED BY THE ARCHITECTURAL CONTROL COMMITTEE ACTED NEGLIGENTLY OR WITH WILLFUL MISCONDUCT.

7. **ZERO LOT LINE HOUSES** - LOTS 148, 149, 150, 154, 155, 156, 157, and 158 INCLUSIVE, None of the Lots, herein referred to shall be used for any purpose other than the construction of a zero lot line house thereon for single family residential purposes only. A zero lot line house is defined as a residence allowed to have little or no side yard on one side, where the wall on that side has no doors, windows, or other openings except as defined in the Building Code of the City of Lubbock, Texas. Each such zero lot must comply with the following requirements:
- (a) The front yard must be a minimum of five (5) feet from the front property line;
  - (b) The rear yard must be a minimum of five (5) feet in depth from the rear property line;
  - (c) The side yard of the side of the lot upon which a “five (5) feet access easement, and an 2' eave overhang easement” is shown on the Plat must be a minimum of ten (10) feet in depth from such side lot property line, the five (5) feet access easement being a portion of said ten (10) feet. The five (5) feet access easement shall be an access easement for the benefit of the adjoining property owner. No side yard shall be permitted or required on the side of the lot opposite the side on which the five (5) feet easement for the adjoining lot is shown on the plat, and on that side of the house no doors, windows, or other openings will be permitted except as herein stated.
  - (d) The minimum lot width will be no less than thirty-five (35) feet;
  - (e) The minimum area of any lot will be no less than the area for such lot shown on the recorded plat thereof;
  - (f) The combined area of all structures constructed on a lot shall not exceed sixty-five percent (65%) of the lot area, and trellised and open porches shall not be counted in computing the square footage of the combined area;
  - (g) All side walls shall conform to the Building Code of the City of Lubbock, Texas, and where such walls shall be exposed, the same shall be of finished masonry materials, which materials shall be of the same masonry, color, design, and texture as the front of the structure unless the Architectural Control Committee otherwise permits;
  - (h) The roof overhang on the Zero Side of all Dwellings located on Lots 148, 149, 150, 154, 155, 156, 157 and 158 may not exceed 24 inches and must be guttered with downspouts at the East and West ends.
  - (i) Zero Lot Line structures shall not be placed on a lot unless the enclosed living area consists of a minimum of two thousand (2,000) square feet of heated floor area. In addition, Lots 151, 152, and 153 (**although not Zero Lot Line Lots**) shall have homes and /or structures of enclosed living areas consisting of a minimum of two thousand (2,000) square feet of heated and/or air conditioned floor areas.
  - (j) In no event will the height of any fence, wall or hedge or combination thereof be greater than seven feet (7'). No fence, wall or hedge shall be placed on any Plot nearer to any 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 seven feet (7'). No wire or woven fence is permitted on any

part of any Plot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterward grow, so as to encroach upon adjoining property, such adjoining encroachment shall be removed upon request of the owner of the adjoining property.

- (k) Fences, wall 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.
  - (l) Composition asphalt shingles may be used as a roofing material. Composition shingles must have a minimum of thirty (30) year warranty and be of wood or earth tones only.
8. One-Family Dwellings None of the lots 151, 152, 153 and 159 through 198 shall be used for any purpose except for the erection and maintenance thereon of one (1) private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic servants living on the premises. No Plot shall be used in whole or in part for any purpose inconsistent with a private dwelling house use.
- (a) All dwellings shall be constructed to front on the street on which the Plot fronts unless any Plot in question fronts on two (2) streets, in which case the dwelling constructed on such Plot shall front, as the Dedicators may approve, on either of the two (2) streets or partially on both.
  - (b) All dwellings and accessory structures shall be erected and maintained behind the required front yard and side yard building setbacks as designated on the Plot.
  - (c) Dwellings constructed on all lots shall contain at least 2,400 square feet of heated and/or air conditioned living space exclusive of garages, porches, basements and outbuilding. Lots 151, 152 and 153 shall have dwellings containing a minimum of 2,000 square feet of heated and/or air conditioned living space exclusive of garages, porches, basements and outbuildings.
9. In no event will the height of any fence, wall or hedge or combination thereof be greater than seven feet (7'). No fence, wall or hedge shall be placed on any Plot nearer to any 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 seven feet (7'). No wire or woven fence is permitted on any part of any Plot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterward grow, so as to encroach upon adjoining property, such adjoining encroachment shall be removed upon request of the owner of the adjoining property.
10. Fences, wall 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.
11. Composition asphalt shingles may be used as a roofing material. Composition shingles must have a minimum of thirty (30) year warranty and be of wood or earth tones only.
12. No noxious or offensive activity or nuisance shall be carried on upon any lot, or shall anything be done thereon which may become or be an annoyance to the neighborhood.
13. The raising and keeping of hogs, horses, poultry, fowl, or other livestock on any property in the LakeRidge Estates Subdivision is strictly prohibited. Each lot owner will be

allowed to keep and maintain two (2) household pets, provided such household pets are kept within the area of the lot and do not create noise or odor which is offensive to adjoining lot owners.

14. A sales and/or construction office with a sign of not more than twenty (20) square feet, may be built and used on any lot or lots in the LakeRidge Estates Subdivision upon the approval of the Dedicator, its successors or assigns, until all lots in the LakeRidge Estates Subdivision are sold to individual homeowners.
15. No sign of any kind shall be displayed at public view, except that one sign of not more than six (6) square feet may be used by builders to advertise property for sale or rent during the construction and sales period and except for the sign permitted by paragraph 14.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Waste shall not be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition.
17. No radio or television antenna shall extend more than five (5) feet above the highest point of the roof of any building, and no antenna shall ever be maintained on any lot not containing a building. Commercial radio antennas of any kind are strictly prohibited. No visible satellite receivers, or devices performing a like or similar function shall be permitted on any lot. Television disks are permitted but shall not be visible from the public street.
18. No residence, house, dwelling, or other building, or any part of any other building, shall ever be moved from outside of the LakeRidge Estates Subdivision onto any lot in the LakeRidge Estates Subdivision.
19. No building or other permanent structure shall be erected or maintained within areas designated on the plat as utility and/open drainage easements but fences and plantings approved by the Dedicator 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.
20. No violation of any of these restrictions covenants, or conditions shall affect or impair the rights of any mortgagee, trustee or lien holder under any mortgage or deed of trust or the rights of any assignee of any mortgagee, trustee or lien holder under any such mortgage or deed of trust.
21. The owner of each and every lot in the LakeRidge Estates Subdivision shall be assessed and subjected to an annual maintenance charge as hereafter more particularly provided it being the intent hereof that all lots and buildings plots in the LakeRidge Estates Subdivision shall be assessed and subjected to said maintenance charge. The owner of each lot, whether or not so stated in the deed conveying said lot to said owner, shall be deemed to covenant and agree to pay to the Association:
  - (a) Annual assessments or charges; and
  - (b) Special assessments or charges fixed as hereinafter provided.

The amount of the annual maintenance charge assessment against each lot or building plot shall be determined by the Board of Directors of the Association. The full amount of the annual maintenance charge shall be paid in advance on the first day of January of each year or within fourteen (14) days from the date of billing by the Association, whichever is later, but as each lot or building plot is sold by the Dedicator during any calendar year, the purchaser shall pay in advance a pro rata portion of said annual maintenance charge for the balance of the calendar year in which the sale is consummated. Furthermore, on the first day of January next following such conveyance,

such owner shall pay his, her or its full assessment for the ensuing calendar year. If delinquent, the assessment shall bear interest from the date of delinquency at an interest rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay said assessment and to foreclose the lien against the property hereinafter provided for. All costs association with such action, including but not limited to, filing and collection costs shall be added to the amount of such assessment. In the event a judgment is obtained, such judgment shall also include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with all court costs incurred. Said annual maintenance charge shall be paid to the Association, or to such representative, organization, firm or corporation, as it may designate from time to time. The payment of said annual maintenance charge and special assessment shall be secured by a lien in the nature of a vendor's lien against titled lots and building plots subjected to such charge in favor of the Association for the use and benefit of the Association, but such lien shall be subordinate, secondary and inferior and the same are hereby expressly subordinated and rendered secondary and inferior, to any and all vendor's liens against the lots and building plots subjected to such charge in favor of the Association for the use and benefit of the Association; but such lien shall be subordinate, secondary and inferior and the same are hereby expressly subordinated and rendered secondary and inferior, to any and all vendor's liens, mortgages, deeds of trust and all other liens which may be retained, given or created to secure the payment of any loan which is made to any purchaser by any lender for the purchase price or any part of the purchase price of any lot or building plot or for the construction of improvements thereon. Each owner, by his acceptance of a deed to a lot, hereby expressly vests in the Board of Directors of the Association or its agent the right and power to bring all actions against such owner of a lot personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, but not limited to, nonjudicial foreclosure pursuant to Texas Property Code Section 51.002 in force and effect on the date of this Dedication Deed and Restrictive Covenants, or in accordance with the prescribed manner for foreclosure of deed of trust liens provided by any future amendment to such Section 51.002 or any other statute or article enacted in substitution therefor, and each owner of a lot hereby expressly grants to the Board of Directors a private power of sale in connection with said lien. All costs of collection, including reasonable and necessary attorney's fees, shall be secured by the lien in favor of the Association set forth herein. The Board is hereby appointed trustee, unless and until the Board of Directors shall designate a substitute or successor trustee, as hereinafter provided, to post the required notices as provided by law and conduct such foreclosure sale. The lien provided for in this paragraph shall be in favor of the Association and shall have the same effect as though each owner had expressly granted to the Association a deed of trust lien as well as a security interest in said Lot to secure the payment of the assessments provided for herein. In addition to the above, the Association may bring an action at law against the owner personally obligated to pay said assessment seeking a personal judgment against said owner and for establishment and foreclosure of the lien against the property. All costs associated with such action, including but limited to, filing and collection costs shall be added to the amount of such assessment and, in the event a judgment is obtained, such judgment shall also include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with all court costs incurred. At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due the Association covered by the lien foreclosed. All foreclosure sales provided for herein shall be subject to any then existing statutory right of redemption in favor of the former owner. From and after any such foreclosure, the former owner or owners, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property sold to the purchaser at such sale, and in the event of their failure to surrender possession of said property upon demand, the purchaser, or his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such Lot, or any part thereof, is situated. The Board of Directors in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act in the place of the trustee without any formality other than the designation in writing of a substitute or successor trustee; and the authority hereby conferred by the Board of Directors shall extend to the appointment of other successor

and substitute trustees successively until the delinquent assessment or assessments have been paid in full, or until said property is sold, and each substitute and successor trustee shall succeed to all the rights and powers of the original trustee appointed by the Board of Directors or its agents.

The Association, or any representative, organization, firm, or corporation designated by it to collect the annual maintenance charge shall administer, control and expend all maintenance charges paid into the maintenance fund for the common use and benefit of the property owners in the subdivision. The maintenance fund shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the lot owners and for the purposes set out in the Articles of Incorporation of the Association and, without limiting the generality of the foregoing, in particular for the improvement and maintenance of the properties, services and facilities devoted to the common area, including, but not limited to, payment of expenses for the upkeep, maintenance and operation of the common area and any improvements upon it, for patrol service, payment of taxes and insurance upon the common area, repairs of any improvements upon it, repairs of any facilities and replacements or additions upon the common area, for care and maintenance of grass and shrubs, for the cutting of grass in vacant lots, for cleaning of streets, for the maintenance of walls which it is the obligation of the Association to maintain, and for such other purposes as the Board of Directors of the Association shall determine in good faith. The good faith decisions and acts of the Association or other administrator of said maintenance fund in the administration and expenditure of such funds shall be binding and conclusive on all parties and interest, and the purposes above enumerated are intended to be permissive uses and not mandatory uses. The annual maintenance charges may be adjusted from year to year by the Association through its Board of Directors as in its sole judgment the needs of the properties in the LakeRidge Estates Subdivision may require.

In addition to the annual assessments the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any capital improvement upon the common area and for the making up of any deficit amount in the annual assessment fund, or to provide amounts necessary to maintain the yards of any lot owner who fails to maintain his yard in an acceptable standard in the sole discretion of the Board of Directors of the LakeRidge Estates of Lubbock Homeowner's Association, provided that any Such special assessment shall have the consent of two-thirds (2/3) of each class of members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The quorum of members required for action for this purpose shall be sixty percent (60%) of all votes of each class of membership. If levied, the special assessment shall be due and payable within thirty (30) days after the official action making such levy.

Notwithstanding any other provisions hereinabove contained, no annual maintenance charge assessment nor any assessment for the making up of any deficit amount in the annual assessment fund shall be made against any vacant lot owned by the Dedicator, but the Dedicator shall be required, at its own expense, to maintain said lots reasonably free and clear of weeds and debris.

22. These covenants and restrictions shall continue in force until September 1, 2020, and thereafter for successive ten (10) year periods, unless after September 1, 2019 but before September 1, 2020, the owners of the legal title to more than eighty five percent (85%) of the lots shown on the plat shall release all of such lots from these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect. Notwithstanding any provision contained herein to the contrary, for two (2) years after the filing of this Deed of Dedication and Restrictive Covenants, Dedicator may, without the approval or consent of any other party or person, amend this instrument in whole or in part and for any purpose. Thereafter, the terms and conditions of this Deed of Dedication and Restrictive Covenants may be amended upon the written consent of owners representing seventy percent (70%) of the lots shown on the plat.
23. 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. No failure or delay in enforcing 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.

24. Notwithstanding any other provision hereof, Dedicator reserves the right (upon application and request of the owner of any plot) to waive, vary or amend (by appropriate letter to that effect addressed and delivered to such applicant owner by Dedicator) the application of any of these covenants and restrictions to such plot if in the sole discretion of the Dedicator, such action is deemed necessary to relieve hardship or permit good architectural planning to be effected.

Dedicator also reserves the right:

- (a) To re-divide and re-plat any of the property shown on the plat at any time if owned by the Dedicator even if common area; and
  - (b) Convey, at any time and in its sole discretion, all or any portion of the common area to the Association; and
  - (c) To change the location of streets and easements prior to the time same are actually opened for public use or availed of, by the public or by public utilities. In no case, however, shall any such waiver, variance amendment or change,
    - (i) deprive any owner of a plot reasonable access to such plot;
    - (ii) reduce the frontage or depth of any numbered plot shown on the plat to a frontage or depth which is less than that of the herein platted lots containing the least frontage and depth.
- 25.
- a. No additional covenants and restrictions imposed by Dedicator in any contract of deed in respect to any plot shall modify or vary the general development plan as herein set out.
  - b. The invalidation by any court of any reservation, covenant and restriction contained herein or in any contract or deed shall not impair the full force and effect of any other reservation, covenant or restriction.
  - c. The provisions hereof are hereby made a part of each contract and deed in respect to any plot to the same effect as if fully set forth therein, and executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.
  - d. Dedicator's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.
  - e. Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

f. Dedicator may assign to any person or corporation any and all rights, powers, reservations, easements, and privileges herein reserved by and to Dedicator, and such assignee shall have the same right to assign.

26. All owners, occupants, and users of lots are hereby placed on notice that Dedicator, and/or its agents, contractors, subcontractors, licensees, and other designees, shall conduct development and construction activities within the Plat and that such activities shall be conducted in phases and may cause disturbance and disruption which impact the use and enjoyment of a lot.

By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a lot or the property generally, the owners and all occupants and users of lots acknowledge, stipulate, and agree: (a) that such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); c) that Dedicator and all of its agents, contractors, subcontractors, licensees, and other designees, shall not be liable but, rather, shall be held harmless for any and all losses damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Dedicator to sell, convey, lease, and/or allow the use of lots within the Plat.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

LakeRidge Estates of Lubbock, LTD.,  
a Texas Limited Partnership

By: Texwood Development Corporation,  
a Texas Corporation, General Partner

By: \_\_\_\_\_  
Robert E. Myers - Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Robert E. Myers known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of the purposes and consideration herein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC OF TEXAS