

RESTIRCTIONS AND COVENANTS

FOR

SUNSET ACRES

This DECLARATION is made by CJL FAMILY PROPERTIES, LLC, hereinafter jointly called "Declarant," and supersedes all prior declarations regarding the subject property, including those recorded, if any.

RECITALS

Declarant is the owner of that real property having a legal description of the Southwest Quarter (SW/4) of Section 12, Block D-5, Abstract No. 735, EL & RR Ry. Co. Survey, Lubbock County, Texas. 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 restrictions, covenants, and conditions.

ARTICLE I

GENERAL

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

- a. "Declarant" will mean and refer to CJL Family Properties, LLC, and its successors.
- b. "Lot" or "lots" will mean and refer to The Plat of subdivision.
- c. "Owner" will 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 applicable theory of a mortgage, the term "Owner" will 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" will 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.

Section 1. PURPOSE OF RESTRICTIONS. The purpose of the Declaration is to protect the lot owners against the improper development and use of the Lots; to assure compatibility of design of Improvements located thereon; to secure and preserve sufficient setbacks and space between Improvements constructed on the Lots so to create an aesthetically pleasing environment; to provide for 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 all Owners.

Article II

PROTECTIVE COVENANTS

SECTION 1. Use Limitations: All lots and any buildings and structures located on the Lots, will be used for residential purposes only, and further will be subject to the following restrictions and limitations:

- (a) No building will be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, a private garage for not less than two cars, a guest house, a large animal stable or barn, a well house and one other outbuilding not used as living quarters.
- (b) No noxious or offensive activity will be carried out upon any Lot, nor will anything be done thereon which may become dangerous, or a nuisance to the owners of the remaining Lots.
- (c) Except as otherwise permitted herein, no structure of a temporary character, including, but not limited to, a trailer house, mobile home, modular home, prefabricated home, manufactured home or any other temporary structure or building will be placed on any Lot. No house, garage, barn, or other structure appurtenant thereto will be moved upon any Lot from another location.
- (d) No more than two (2) large animals per acre will be permitted. 4-H and FFA animals, such as sheep, goats, and swine, are allowed on each tract, but not more than two (2) each per acre. No breeding operations are allowed. Any animals permitted to be kept on a Lot will be properly fed and watered; and all facilities provided for the housing of any such animals will be maintained in a clean and sanitary condition.
- (e) No rubbish, trash, garbage, debris, or other waste will be dumped or allowed to remain on any Lot.
- (f) No trailer, motor home, boat, recreational vehicle, truck larger than one ton, or other vehicle other than passenger automobiles will be stored on any Lot forward of the rear of the main dwelling.
- (g) 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 be erected or maintained on any lot not having a residence thereon.
- (h) No manufacturing, trade, business, commerce, industry, profession, or commercial activity to which the public is invited shall be conducted upon any lot or in any Improvement erected thereon.
- (i) All barns, storage houses, or other accessory structures shall be constructed of new material on all exterior walls. No livestock facilities may be constructed or exist within one hundred twenty-five feet (125') of the front boundary line of any Lot, or within fifteen (15') of any side boundary line.

SECTION 2. Building Locations and Minimum Set Back Lines for Lots. No part of any Dwelling or outbuilding may be located closer than fifty (50) feet to the front boundary line of the Property and no closer than fifteen (15) feet to any side boundary line. For the purpose of locating a dwelling or any outbuilding on the property, eaves and steps may not be considered a part of the dwelling or outbuilding, on the property to encroach upon adjoining property.

SECTION 3. Construction Standards for Lots. In addition to meeting all applicable Building Codes, all improvements on each lot shall meet with the following requirements:

- a. **HEIGHT AND MINIMUM FLOOR PLANS:** No structure shall have more than two stories, and the floor area of the dwelling located on each lot shall have a minimum of 2200 square feet, with at least sixty (60) percent being on the ground floor of structures having multiple stories. Minimum footage does not include basements, garages, porches, decks or patios.
- b. **EXTERIOR WALLS:** The exposed exterior wall area, exclusive of doors, windows and covered porch area, shall be at least 40% brick, stone or stucco. Any exposed exterior area not covered by brick, stone, or stucco, shall be covered by wood or siding (metal or synthetic) having the appearance of wood.
- c. **CONSTRUCTION:** No residence may be constructed pursuant to an experimental design, including, but not limited to adobe, Straw Bale, geodesic domes or all steel construction; provided the foregoing is not intended to prohibit steel frame construction.
- d. **ROOFING DESIGN AND MATERIAL:** Flat roofs, mansard roofs and other "exotic" roof forms shall not be permitted. No residence shall be constructed on any Lot/Tract with the roof of crushed stone, marble, or gravel, it being intended that such roof shall be constructed only of metal, composition shingles, (provided that any composition shingles must be of at least 300 lb Shingles), tile or slate. All roof stacks and flashing must be painted to coordinate with the color of the structure. A roof pitch of 6 x 12 in earth tone colors is preferred.
- e. **CHIMNEYS:** All fireplace chimneys shall be constructed of the same brick, stone, or stucco used for the main structure.
- f. **GARAGES AND CARPORTS:** All Lots/Tracts shall have a garage of sufficient size to provide storage for at least two automobiles attached to the main dwelling and entered from the side or rear, and all garages shall be given the same architectural treatment as the main structure located on such Lot/Tract.
- g. **EXTERIOR LIGHTING:** No exterior lighting shall be installed or situated such that the same unreasonably lights neighboring lots.
- h. **SOLAR PANELS:** No solar panels or solar farms allowed.
- i. **SEPTIC TANKS:** No cesspool, outhouse, or outside toilet shall be permitted on any lot. Toilets located in any improvement shall be connected to either an approved public disposal system or to a septic tank located on the lot on which such improvement is constructed. Sewage disposal facilities and septic tanks must comply in all respects with all applicable state, county and /or other governmental laws, rules, and regulations.
- j. **WATER WELLS:** Water wells on a Lot/Tract must comply in all respects with all applicable state, county, and/or other governmental laws, rules, and regulations. No more than two (2) water wells shall be placed on a Lot/Tract and pumps in those wells shall not exceed two horsepower. All water wells shall be cased from the surface to the water formation. Only submersible pumps shall be used in any water wells located on a Lot/Tract. No sales of water produced from any portion of the property may be made. All water produced shall be for domestic use only that will serve the lot upon which the well is located.

SECTION 4. Utilities. Easements for installation and maintenance of utilities and drainage facilities are either reserved, as shown on the recorded plat, or recorded contemporaneously with the Dedication Deed. Right of use for ingress and egress shall be had at all times over any dedicated easement and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

SECTION 5. Trash Containers. Each owner shall be responsible for disposal of all garbage, trash and other debris from their property. No burn pits allowed.

SECTION 6. Re-subdivision or Consolidation. No Lot shall be re-subdivided, in any fashion to create a lot having smaller dimensions than the original lot except Tracts 2, 10 and 11. These lots may be subdivided into lots of not less than 10.01 acres. Entire Lots may be consolidated to form a single building site, and a Lot may be re-subdivided, and portions thereof combined with another Lot to create a new Lot having dimensions that are at least as large as the largest of the two original lots.

SECTION 7. General.

- a. Construction Debris: During 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 completion. For purposes of this instrument, construction shall be deemed to commence on the earlier of (1.) 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 (2) the date on which excavation or other work for the construction of the footings and/or foundation of any improvements shall begin.

SECTION 8. Fences Any fence to be constructed on a Lot/Tract must conform to the following requirements.

- a. Fence materials may be wood, brick, stone, steel pipe or vinyl.
- b. Cable, wire, or sheet metal fencing may not be used forward of the back of the dwelling.

SECTION 9. Maintenance. Each Owner of any Lot shall have the responsibility, at his expense, to keep all areas located between the boundaries of such Lot in a well maintained, safe, clean and attractive condition. The owner shall promptly remove all litter, trash refuse and waste there from.

ARTICLE III

SECTION 1. Construction. Construction of the residence and attached private garage shall commence within two (2) years of closing date, and "closing date" shall be construed as the date when Declarant transferred title to the respective lot. If construction has not commenced within two (2) years, Declarant shall be entitled to purchase the respective lot at the gross sales price of such lot at closing date plus a sum equal to the calculated interest from closing date to date of purchase by the Declarant on such gross sales price at the prime rate as published by the Wall Street Journal on closing date. Once commenced, construction shall be diligently pursued to the end that it will be completed within eighteen (18) months from the date commenced.

SECTION 2. Variances. Regardless of any other provision contained herein, for a period of 7 years beginning date hereof Declarant reserves the right (on application and request of the owner of any lot) to waive, vary or amend (by an appropriate letter to that effect, addressed and delivered to such applicant owner by Declarant for filing in the Real Property Records of Lubbock County) any of these covenants and restrictions to any particular lot, if, in the sole discretion of the Declarant such action relieves hardship or permits better architectural planning to be affected.

SECTION 3. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years each. Any one or more of these covenants may be amended by an instrument signed by at least 75% of the then owners of the lots agreeing to change any such covenant, condition, and restriction in whole or in part.

SECTION 4. Enforcement. Enforcement shall be by proceedings, at law or in equity, by the owner of any lot or lots, against any person or persons, or any other entity, violating or attempting to violate any covenants. The person or entity seeking enforcement shall have the right to enforce, by any proceedings, at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or right to do so thereafter. If any lot owner shall be required to employ an attorney to enforce or defend the rights of such lot owner hereunder, the prevailing lot owner shall be entitled to recover reasonable attorney's fees, court costs and out-of-pocket expenses incurred as a result thereof.

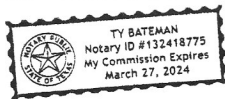
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Dated: 2/1/23

CJL FAMILY PROPERTIES, LLC

BY: Tommy Hoelscher PRES
Tommy Hoelscher, President

This instrument was acknowledged before me on this the 1st day of February 2023, by Tommy Hoelscher OF CJL FAMILY PROPERTIES LLC, a Texas limited liability company on behalf of said company.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



[Signature]
Kelly Pinion, County Clerk
Lubbock County, TEXAS
02/27/2023 10:38 AM
FEE: \$42.00
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