

RESTRICTIVE COVENANTS

700
RECORDED
INDEXED
COMPARATIVE

20886

THE STATE OF TEXAS

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS that this is to certify that Tara Land Company is the sole owner of Lots 197 through 221 inclusive, of the Whisperwood Addition, an addition to the City of Lubbock, Lubbock County, Texas. In order to provide for an orderly development of the project, the following restrictions and conditions are imposed upon the property and added to the Declaration for Whisperwood attached hereto as Exhibit "B" and incorporated herein by reference. The restrictive covenants included in Exhibit "B" are only applicable to the property described in such restrictive covenants. Said restrictions shall be covenants running with the land and shall be binding upon all owners thereof for a period of thirty (30) years from the date hereof, after which such restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the owners of a majority of the lots, has changed such restrictions and covenants, in whole or in part. Enforcement shall be by proceedings at law or in equity brought by any owner against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages. Should any one or more of the covenants and restrictions set forth herein be invalidated by judgment or by any court order, or in any other manner, such invalidation shall in no wise effect any of the other covenants, restrictions, or provisions hereof.

1. No lot 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, together with reasonable and customary accessory structures not designed or used for living quarters. The term "accessory structure" refers to such additions as a garage, servants quarters, or other facility used only for the convenience of the occupants of the residence.
2. All residences shall set back from the front and side lines in accordance with applicable ordinances of the City of Lubbock.
3. Each of Lots 197 through 221 inclusive, shall be required to have a minimum square footage of 2,000 square feet of heated and air conditioned living space.

4. The exterior walls of all residences shall be of at least 75 percent masonry construction and the term "masonry construction" shall be construed as including stucco construction. Roofs of all residences shall be of conventional and standard materials such as cedar shingles, cedar shakes, slate, etc. In the event a composition roof is used, the same must exceed 350 pound composition shingles. No corrugated or tin roofs nor any slanted, built-up roofs shall be permitted in the addition.
5. Every residence shall have a minimum of a two car garage. Garages accomodating more than two cars are permissable.
6. All residences constructed on the said lots shall have all exterior openings pre-wired for electronic security systems, but the installation of such security systems shall be optional.
7. No lots shall be subdivided into a smaller lot than those shown on the recorded plat of this section of the said Addition. However, a building site may be assembled from a portion of two or more lots, in which case the combined total width of such portion shall be at least equal to the width of the narrowest lot in this section of the Addition.
8. No noxious or offensive trade shall be carried on upon any lot in the said Addition, nor shall anything be done thereon which may become a nuisance to the neighborhood.
9. No residence, house, dwelling, or other building, or any part of any other building, shall ever be moved from outside of the Addition onto any lot in the said Addition.
10. No horses, cows, chickens, or livestock of any kind other than household pets shall ever be permitted to be kept on any lot in the said Addition.
11. Every residence erected upon any lot in the said Addition shall be located so that it will front upon the street upon which the said lot faces.
12. A six foot screening fence of wood or other suitable materials shall be erected around the back yard of every residence. However, no fence, wall, hedge or structure of any kind shall be placed or located nearer to the front lot line than the front line of the residence on that lot, and the driveway to the garage may be excluded.
13. No signs shall be erected or maintained on any residential lot except a "For Sale" or "For Rent" sign not exceeding four (4) square feet in size or a sign owned by the developer and maintain on any lot that is unsold.
14. No radio or television antenna shall extend more than five (5) feet above the highest point of the roof of any building and no such antenna shall ever be maintained on any lot not containing a building.
15. No trailer, camper, boat, motor home or other recreational vehicle, pickup truck of more than one ton capacity, or any other vehicle not used in day to day transportation, shall be parked, stored, or maintained on any lot in such a way as to be visible from the front street or nearer to a side street than the side street building set back line.
16. The developer shall establish an Architectural Control Committee; and thereafter, no dwelling, accessory structure or fence shall be erected or maintained, or construction on the same

- started, until the building plans and specifications for the same and a plot plan (accurately showing the topography of the lot) showing the proposed location of same, have been approved by such Architectural Control Committee. In reviewing building plans and specifications, the Architectural Control Committee shall consider the overall suitability and architecture of the proposed placement on the lot, the structural soundness of the proposed building materials, and the aesthetic quality thereof, and the height relationship of the improvements with respect to other existing structures in the Addition. This section shall be applicable both to initial construction and to alterations, changes and additions subsequently made. However, in no event shall the approval of the Architectural Control Committee be unreasonably withheld as to any proposed improvements submitted.
17. No building or other permanent structure (other than common facilities such as tennis courts, recreational building, swimming pool, etc., constructed by the developer) shall be erected or maintained within areas designated on the plat as utility and/or drainage easements. In addition, fences and plantings approved by the developer may be maintained on lots within such areas with the understanding that such uses shall always be subject to, and shall not interfere with, the prior rights created and granted by such easements.
 18. These restrictive covenants shall continue in force for a period of twenty-five (25) years from the date of this instrument, and thereafter for successive ten (10) year periods unless within ninety (90) days prior to the expiration of the said twenty-five (25) year period of any successive ten (10) year period, the owners of more than eighty percent (80%) of the lots affected by these restrictions shall release all or any of such lots from one or more of these restrictive covenants, or shall amend the same by executing, acknowledging, and filing for record an instrument accomplishing that purpose.
 19. These covenants and restrictions shall run with the land and shall be binding upon the Developer and all parties claiming by, through and under the Developer, and all such parties shall be taken to hold title subject to, and to agree and covenant with the Developer 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 lands as to which such breaches occurred. In addition to any ordinary legal action for damages, the Developer and any owner of a lot shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of 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 Developer shall not be personally liable for any decision or action of failure to act under or pursuant to these covenants and restrictions.
 20. General
 - A. Notwithstanding any other provision hereof, Developer reserves the right (upon 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 Developer) the application of any of these covenants and restrictions to such lot, if in the sole discretion of the Developer, such action be necessary to relieve hardship or permit good architectural planning to be effected.

Developer also reserves the right:

- (1) to redivide and replat any of the property shown on the Plat at any time if owned by the Developer, and
 - (2) to change the location of streets and easements prior to the time the same be 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,
 - a. deprive any owner of a lot to reasonable access to such lot;
 - b. reduce the frontage or depth of any numbered lot shown on the Plat of that which is less than that such numbered lot now containing the least frontage and depth; or
 - c. reduce the square footage living space requirement of Covenant No. 3 by more than 250 square feet below the requirements established above.
- B. No additional covenants and restrictions imposed by Developer in any contract of deed in respect to any lot shall modify or vary the general development plan as herein set out.
- C. The invalidation of any court of any reservation, covenant and restriction herein, or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.
- D. The provisions hereof are hereby made a part of each contract and deed in respect to any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered, and accepted upon and subject to the provisions and conditions herein set forth.
- E. Developers interpretation of the meaning and application of the provisions hereof shall be final and binding upon all interested parties at any time in question.
- F. Developer 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 Developer.
- G. Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the right to assign.
21. The Developer shall have no liability for the adequacy or failure of any security system within the said Addition, whether the same be a security system installed for the protection of an individual residence or a group of lots.

WITNESS MY HAND on this the 14th day of July, 1983.

TARA LAND COMPANY

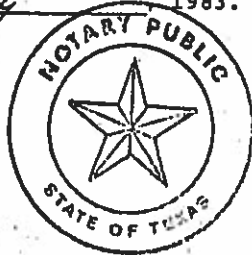
By: 
BOB R. JOHNSON, MARKETING
DIRECTOR

THE STATE OF TEXAS X

COUNTY OF LUBBOCK X

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Bob R. Johnson, Marketing Director of Tara Land Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of July 1983.



C. TOM REESE

Seal

C. Tom Reese
Notary Public in and for Lubbock
County, Texas
My commission expires: 5-13-86

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The primary data was gathered through direct observation and interviews, while secondary data was obtained from existing reports and databases.

The third section details the statistical analysis performed on the collected data. It describes the use of descriptive statistics to summarize the data and inferential statistics to test hypotheses. The results of these analyses are presented in a clear and concise manner, highlighting the key findings of the study.

Finally, the document concludes with a summary of the findings and their implications. It discusses the limitations of the study and suggests areas for future research. The author expresses confidence in the reliability of the data and the validity of the conclusions drawn.