P & D 2012034513
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DEDICATION DEED AND RESTRICTIVE COVENANTS
LOTS 247 - 264

CITY OF LUBBOCK
PLANNING DEPARTMENT
P.O. BOX 2000
LUBBOCK, TEXAS 79457

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 is plan for subdividing the same, said subdivision to be known as:

Lots 247 through 264, Phase VI LakeRidge Estates of Lubbock,
an addition to the City of Lubbock, Lubbock County, Texas.

Dedicator hereby plats said land into lots, and streets as shown on Exhibit "B" attached hereto and dedicate the use to 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 but the Dedicator may refuse to approve a splitting or combination of sad lots if more lots that the total of the numbered lots as shown on the plat would result there from.

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 VI Subdivision" shall mean and refer to Lots 247 - 264 of LakeRidge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, said name " LakeRidge Estates Subdivision Phase VI, 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 ether 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 tithe 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 or 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.** The 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 bold 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, 2016.

6. No building, fence wall, or 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 improvements, including but not limited to, fence, wall or other structure or improvement, addition or alteration has been approved in writing as to it's compliance with these restrictive covenants by the Dedicator. Upon the sale of all lots by Dedicator and all homes by the builders, the Architectural Control Committee shall succeed Dedicator in it's capacity. The Architectural Control Committee 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 plan, specifications and plot plan it shall have thirty (30) days to respond to the applicant. If no action is taken then such approval shall not be required and the plans are thereby deemed approved. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that arc not in keeping with the construction requirements or 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 service 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 of the residences in all of the 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, and 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,

DESIGNEES, 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. 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 fifteen (15) feet from the front property line save and except lots 252, 253, 257, 258, 259, and portions of lots 251 and 254. Set backs for these lots shall be minimum of five (5) feet from the front property line.

(b) The rear yard must be a minimum of five (5) feet from the rear property line;

(c) All set backs must comply with the Building Code of the City of Lubbock. The side yard of the side of the lot upon which a "five (5) feet access easement, and a 2' eave overhang easement" as shown on the Plat must be a minimum often (10) feet in depth from such side lot property line, the five (5) feet access casement 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 casement 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. The roof overhang on the Zero Side of all Dwelling constructed on lots 247 through 264 must be guttered with downspouts on the East and West ends.

(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) 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 lot 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 afterwards grow, so as to encroach upon adjoining property, such adjoining encroachment shall be removed upon request of the owner of the adjoining property.

(i) 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.

(j) Composition asphalt shingles may be used as a roofing material. Composition shingles must have a minimum of thirty (30) year warranty arid be of wood or earth tones only.

8. No residential structure shall 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, provided upon approval of the Architectural Control Committee, a ten percent (10%) deviation may be permitted.

9. 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.

10. 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.

11. 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 the Dedicator, its successors or assigns, until all lots in the LakeRidge Estates Subdivision are sold to individual homeowners.

12. 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 12.

13. 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.

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 antenna shall ever be maintained on any lot not containing a building. No visible television disk, satellite receivers, or devices performing a like or similar function shall be permitted on any lot.

15. 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.

16. No building or other permanent structure shall be erected or maintained within areas designated on the pint 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.

17. 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.

18. 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 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 changes 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, 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 and 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 the assessment shall bear interest from the date of delinquency at tile rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same to collect said assessment and to foreclose the lien against the property hereinafter

provided for, and there shall be added to the amount of such assessment the cost of filing and prosecuting the suit to collect said 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. 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 tile 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 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 the same to collect said assessment seeking a personal judgment against said owner and for establishment and foreclosure of the lien against the property, and there shall be added to the amount of such assessment the cost of filing and prosecuting the suit to collect said 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 so 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 and 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, for patrol service, payment of taxes and insurance upon the common area, repairs of any facilities and replacements or additions upon the common area, for care and maintenance of grass arid shrubs, for the cutting of grass in vacant lots, 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 are 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 assent 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 end 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.

19. These covenants and restrictions shall continue in force until September 1, 2025, and thereafter for successive ten (10) year periods, unless after September 1, 2024 but before September 1, 2025, 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.

20. 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.

21. 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 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,

(i) deprive any owner of a plot reasonable access to such plot;

(ii) reduce the frontage or depth of any numbered plot shown oh the plat to a frontage or depth which is less than that of the herein platted lots containing the least frontage and depth.

22. 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

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 alt 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.

23. 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 9th day of August, 2012.

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

By: LakeRidge Management, LLC,
a Texas limited liability company, it's 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 9th day of August, 2012.

Nancy Turley

NOTARY PUBLIC OF TEXAS

NANCY TURLEY

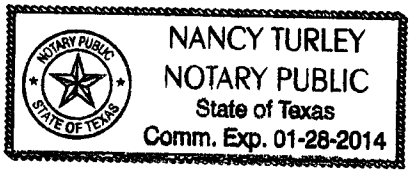


EXHIBIT "A"

OWNERS CERTIFICATION

STATE OF TEXAS
COUNTY OF LUBBOCK

WHEREAS Lakeridge Estates Of Lubbock, LTD is the the owner of a tract or parcel of land situated in the Northeast One-fourth (NE/4) of Section 16, Block E-2, Abstract Number 745, Lubbock County, Texas, being part of that tract of land described to Lakeridge Estates Of Lubbock, LTD , by special warranty deed recorded in Document No 2010042385, Real Property Records of Lubbock County, Texas, and being more particularly described as follows

COMMENCING at a five-eighths inch iron rod with yellow cap marked "Cotton Surveying" found for a Northeast corner of Lakeridge Estates of Lubbock, Lots 148-198, an addition to the City of Lubbock according to the plat thereof recorded in Document No. 2008002262, Real Property Records, Lubbock County, Texas;

THENCE South 67 deg 22 min 17 sec East, departing the Easterly line of said Lakeridge Estates of Lubbock, following the Southerly line of a 20 foot alley, a distance of 111 66 feet to a five-eighths inch iron rod with yellow cap marked "RPLS 4023" set for corner (hereinafter referred to as "iron rod set"),

THENCE South 73 deg 02 min 09 sec. East, following the Southerly line of said 20 foot alley, a distance of 171 01 feet to an iron rod set for corner and the **POINT OF BEGINNING**,

THENCE following the Southerly and Westerly line of said 20 foot alley the following bearings and distances

South 73 deg 02 min 09 sec East a distance of 44 45 feet to an iron rod set for corner,

South 82 deg 12 min. 18 sec East a distance of 276 41 feet to an iron rod set for corner,

South 01 deg 36 min 41 sec West a distance of 221 85 feet to an iron rod set for corner,

South 88 deg 28 min 55 sec East a distance of 20 00 feet to a one-half inch iron rod with yellow cap found for corner, said point being the Southwesterly corner of Tract D, Lakeridge Office Park, an addition to the City of Lubbock according to the Plat thereof recorded in Document No. 2008038452, Real Property Records, Lubbock County, Texas, said point also being the Northwesterly corner of Tract A, TMI Addition, an addition to the City of Lubbock according to the Plat thereof recorded in Document No 2008011784, Real Property Records, Lubbock County, Texas,

THENCE South 01 deg 26 min 21 sec West, departing the Southerly line of said Tract D, following the Westerly line of said Tract A, a distance of 177.03 feet to an iron rod set for corner, said point being a Northerly line of said Lakeridge Estates of Lubbock,

THENCE following the Northerly and Easterly line of said Lakeridge Estates of Lubbock the following bearings and distances·

North 88 deg. 27 min. 42 sec West a distance of 20.00 feet to an iron rod set for corner;

South 46 deg 41 min 14 sec West a distance of 14 64 feet to an iron rod set for corner;

North 88 deg 11 min. 57 sec West a distance of 548 96 feet to a five-eighths inch iron rod found for corner;

North 43 deg 11 min 57 sec West a distance of 13 23 feet to an iron rod set for corner,

North 01 deg. 48 min. 03 sec East a distance of 95 86 feet to an iron rod set for corner,

North 46 deg 48 min 03 sec East a distance of 20 92 feet to an iron rod set for corner,

North 01 deg 48 min 03 sec East a distance of 52 00 feet to an iron rod set for corner,

North 88 deg 11 min 57 sec West a distance of 33.16 feet to an iron rod set for corner,

North 43 deg 18 min 46 sec West a distance of 13 79 feet to a five-eighths inch iron rod with yellow cap marked "Cotton Surveying" found for corner,

North 01 deg 32 min 18 sec East a distance of 45 27 feet to an iron rod set for corner,

THENCE South 88 deg 11 min 57 sec. East, departing the Easterly line of said Lakeridge Estates of Lubbock, a distance of 120 00 feet to an iron rod set for corner,

THENCE North 01 deg 32 min 18 sec East a distance of 5 00 feet to an iron rod set for corner,

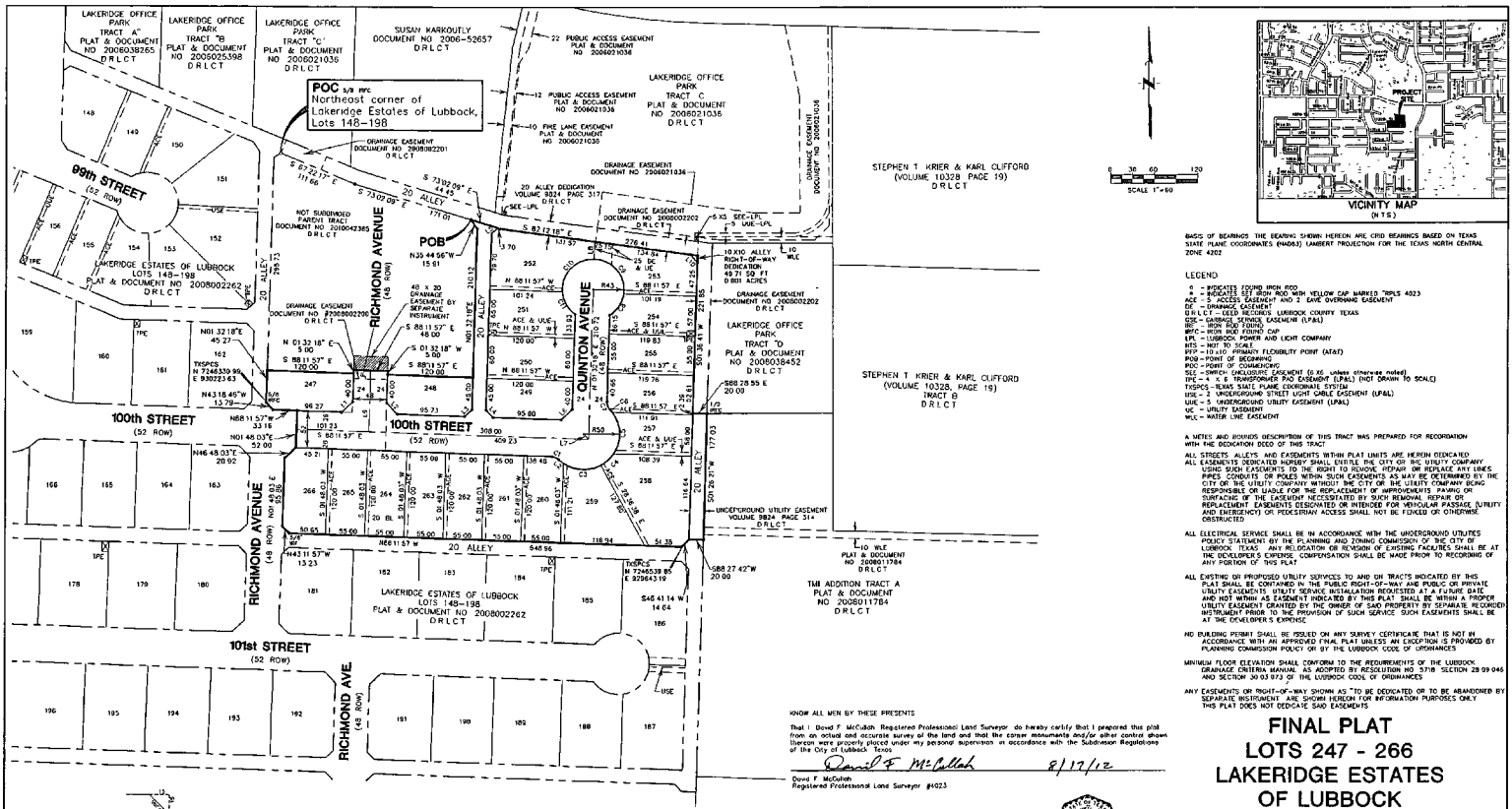
THENCE South 88 deg 11 min 57 sec East a distance of 48 00 feet to an iron rod set for corner,

THENCE South 01 deg 32 min 18 sec West a distance of 5 00 feet to an iron rod set for corner,

THENCE South 88 deg 11 min 57 sec East a distance of 120 00 feet to an iron rod set for corner,

THENCE North 01 deg 32 min 18 sec East a distance of 210 12 feet to an iron rod set for corner;

THENCE North 35 deg 44 min 56 sec West a distance of 15 91 feet to the **POINT OF BEGINNING** and containing **4.465 acres** of land, more or less



BASIS OF BEARINGS THE BEARING SHOWN HEREON ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATES (NAD83) LAMBERT PROJECTION FOR THE TEXAS NORTH CENTRAL ZONE 4202

LEGEND

- ○ – INDICATES FOUND IRON ROD
- ● – INDICATES SET IRON ROD WITH YELLOW CAP MARKED "RPLS 4023
- ACE – 5' ACCESS EASEMENT AND 2' EAVE OVERHANG EASEMENT
- DE – DRAINAGE EASEMENT
- D R LCT – DEED RECORDS LUBBOCK COUNTY TEXAS
- GSE – GARBAGE SERVICE EASEMENT (UP&L)
- IRF – IRON ROD FOUND
- IRFC – IRON ROD FOUND CAP
- LPL – LUBBOCK POWER AND LIGHT COMPANY
- NTS – NOT TO SCALE
- PFP – 10 x10 PRIMARY FLEXIBILITY POINT (AT&T)
- POB – POINT OF BEGINNING
- POC – POINT OF COMMENCING
- SEE – SWITCH ENCLOSURE EASEMENT (8 X6 unless otherwise noted)
- TPE – 4 x 6 TRANSFORMER PAD EASEMENT (UP&L) (NOT DRAWN TO SCALE)
- TXSPCS – TEXAS STATE PLANE COORDINATE SYSTEM
- USE – 3' UNDERGROUND STREET LIGHT CABLE EASEMENT (UP&L)
- UVE – 5' UNDERGROUND UTILITY EASEMENT (UP&L)
- UE – UTILITY EASEMENT
- WLE – WATER LINE EASEMENT

A METES AND BOUNDS DESCRIPTION OF THIS TRACT WAS PREPARED FOR RECORDATION WITH THE DEDICATION DEED OF THIS TRACT

ALL STREETS ALLEYS AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED
ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR ITS UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE REPAIR OR REPLACE ANY LINES PIPES CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR THE UTILITY COMPANY WITHOUT THE CITY OR THE UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS PAVING OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REMOVAL REPAIR OR REPLACEMENT EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED

ALL ELECTRICAL SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK TEXAS ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE DEVELOPER S EXPENSE COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF ANY PORTION OF THIS PLAT

ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE SUCH EASEMENTS SHALL BE AT THE DEVELOPER S EXPENSE

NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES

MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL AS ADOPTED BY RESOLUTION NO 5718 SECTION 28 99 046 AND SECTION 30 03 073 OF THE LUBBOCK CODE OF ORDINANCES

ANY EASEMENTS OR RIGHT-OF-WAY SHOWN AS "TO BE DEDICATED OR TO BE ABANDONED BY SEPARATE INSTRUMENT ARE SHOWN HEREON FOR INFORMATION PURPOSES ONLY THIS PLAT DOES NOT DEDICATE SAID EASEMENTS

KNOW ALL MEN BY THESE PRESENTS

That I David F McCulloh Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or all or control shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock Texas

David F McCulloh 8/17/12

David F McCulloh
Registered Professional Land Surveyor #4023

Approved this 21 day of August 2012
by the Planning and Zoning Commission of the City of Lubbock Texas

Chairman

Director of Planning

FINAL PLAT
LOTS 247 - 266
LAKERIDGE ESTATES OF LUBBOCK
BEING 4 465 ACRES
AN ADDITION TO
CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS
AUGUST 2012

OWNER & APPLICANT
LAKERIDGE ESTATES OF LUBBOCK LTD
6310 LEMMON AVE SUITE 200
DALLAS TEXAS 75209
(214)350-6500
CONTACT ROBERT MYERS

SURVEYOR
COMPASS POINTS PROFESSIONAL SERVICES INC
3908 WYETH DRIVE
PLANO TEXAS 75023
PHONE (972) 333-1064

ENGINEER
JONES & CARTER, INC
6509 WINDCREST DRIVE SUITE 600
PLANO TEXAS 75024
PHONE (972) 488-3880
FAX (972) 488-3882

JOB No 0047-029 WJW/DFM DWG No 1557 SHEET 1 OF 1

LENGTH VARIES DEPENDING ON ANGULAR RELATIONSHIP OF INTERSECTING RIGHT-OF-WAY LINES

TYPICAL STREET-STREET INTERSECTION WHERE CORNER IS CHAMFERED (NOT TO SCALE)

LENGTH VARIES DEPENDING ON ANGULAR RELATIONSHIP OF INTERSECTING RIGHT-OF-WAY LINES

TYPICAL STREET-ALLEY OR ALLEY-ALLEY INTERSECTION WHERE CORNER IS CHAMFERED (NOT TO SCALE)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 46 40 10" E	21 18"
L2	S 43 19 50" E	21 26
L3	N 46 40 10" E	14 11"
L4	S 43 19 50" E	14 17"
L5	S 34 15 04" W	12 13"
L6	N 46 40 10" E	21 18
L7	N 42 13 20" W	10 20
L8	N 01 32 18" E	24 46"
L9	N 01 32 18" E	88 00
L10	S 40 17 48" E	14 88

CURVE TABLE						
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	41 57 53	15 00	10 99	5 75	N 87 53 06 W	10 74
C2	9 21 45	50 00	8 17	4 09	S 50 58 07 E	8 16
C3	63 20 59	50 00	54 99	30 83	S 87 06 19 E	52 24
C4	27 46 28	50 00	24 27	12 36	S 47 28 08 E	24 03
C5	71 04 37	50 00	62 03	35 73	N 01 57 28 W	58 12
C6	5 51 06	50 00	5 11	2 56	N 40 25 16 W	5 10
C7	44 53 01	15 00	11 75	6 20	S 20 54 16 E	11 45
C8	49 31 00	43 00	37 16	19 83	N 32 51 10 E	36 02
C9	85 23 23	43 00	72 46	46 22	N 40 11 01 W	64 19
C10	96 01 51	43 00	72 07	47 78	S 43 37 27 W	63 93
C11	56 03 31	43 00	37 56	20 07	S 29 30 49 E	36 37

P \PROJECTS\0047 Wyeth\029 Lakeridge Estates Phase 6\Survey\Project Master Files\PLAT\0047-029-PLAT 4-13-12.dwg

Exhibit "B"

Issue Date: 6/15/2012

TAX CERTIFICATE

Lubbock Central Appraisal District

2109 Ave Q
PO Box 10568
Lubbock, TX 79408-3568
Ph. 806-762-5000 Ext 2 Fax:

This certificate includes tax years up to 2011

Entities to which this certificate applies:

GLB - Lubbock County
SCP - Lubbock Cooper ISD
CLB - City Of Lubbock
HSP - Lubb Cnty Hospital
WHP - Hi Plains Water

Property Information

Property ID . AC48016-90745-30001-000
Quick-Ref ID : R95116

LUBBOCK 79424

BLK E2 SEC 16 AB 745 BAL OF NE/4 AC 33.681

Value Information

Land HS	.	$0.00
Land NHS	:	$673,620 00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$673,620.00

Owner Information

Owner ID : OO10025

LAKERIDGE ESTATES OF LUBBOCK LTD
6310 LEMMON AVE STE 200
DALLAS, TX 75209-5729

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
CLB	2011	3,192.96	0.00	0.00	0.00	0.00
GLB	2011	2,219.29	0.00	0.00	0.00	0.00
HSP	2011	813.19	0.00	0.00	0.00	0.00
SCP	2011	10,097 57	0.00	0.00	0.00	0.00
WHP	2011	52 27	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2012 : $0.00
Total due on all bills 6/30/2012 : $0.00

2011 taxes paid for entity CLB $3,192.96
2011 taxes paid for entity GLB $2,219.29
2011 taxes paid for entity HSP $813 19
2011 taxes paid for entity SCP $10,097.57
2011 taxes paid for entity WHP $52 27

2011 Total Taxes Paid : $16,375.28
Date of Last Payment : 01/06/12

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in Section 11 43, Paragraph (i) of the Texas Property Tax Code

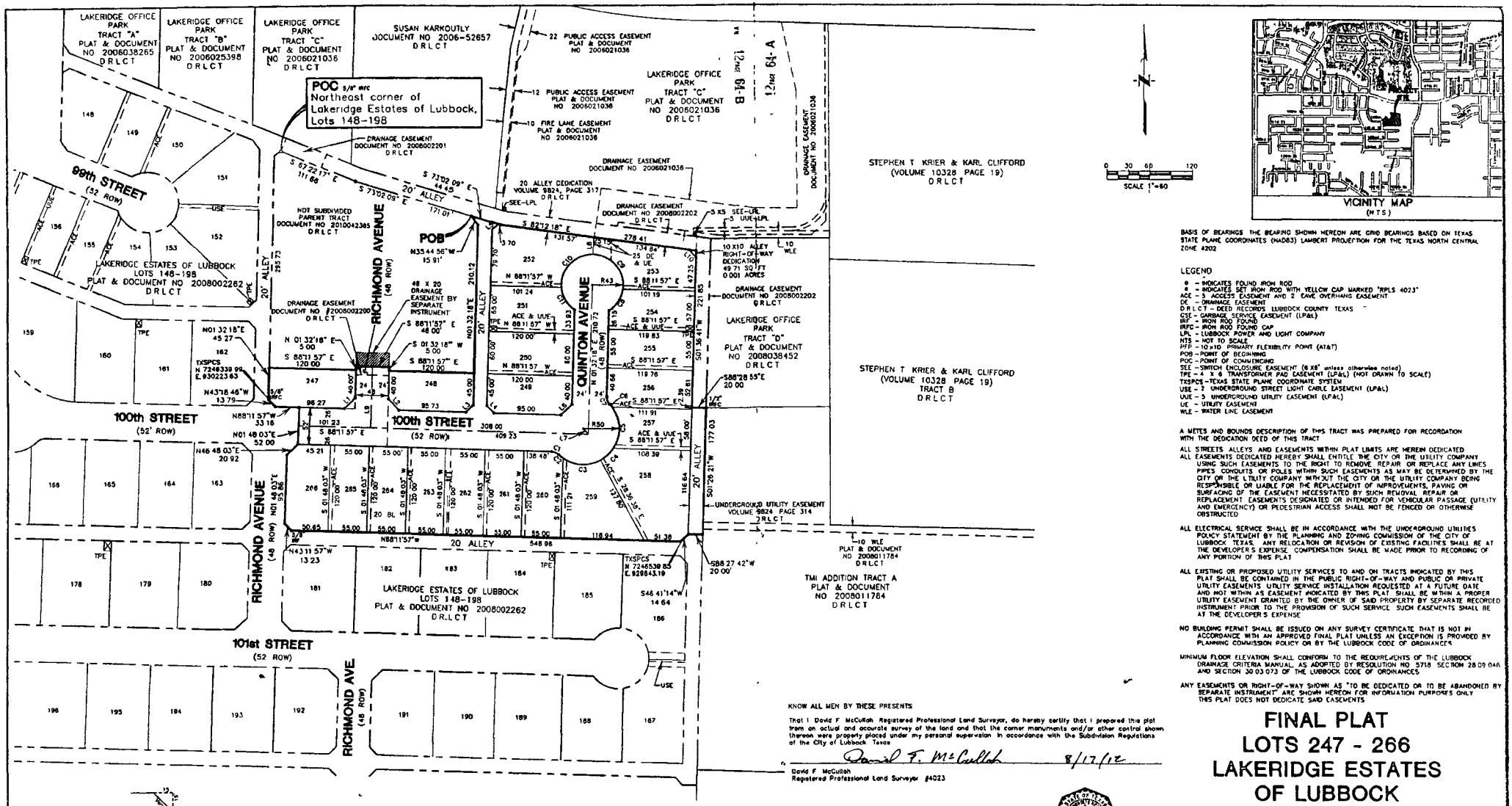
Sue Piland

LUBBOCK CENTRAL APPRAISAL DISTRICT

Signature of Authorized Officer of the Tax Office

Date of Issue : 06/15/2012
Requestor : TITLE ONE
Ref. Number :
Fee Paid
Payer :

© 2003 Tyler Technologies, Inc



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LEGEND

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- ▲ – INDICATES SET IRON ROD WITH YELLOW CAP MARKED "RPLS 4023"
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- IRF – IRON ROD FOUND
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- POB – POINT OF BEGINNING
- POC – POINT OF COMMENCING
- SEE – SWITCH ENCLOSURE EASEMENT (8 X8' unless otherwise noted)
- TPE – 4' X 6' TRANSFORMER PAD EASEMENT (LP&L) (NOT DRAWN TO SCALE)
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- USE – 7' UNDERGROUND STREET LIGHT CABLE EASEMENT (LP&L)
- UUE – 5' UNDERGROUND UTILITY EASEMENT (LP&L)
- UE – UTILITY EASEMENT
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KNOW ALL MEN BY THESE PRESENTS

That I David F McCulloh Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock Texas

David F. McCulloh 8/17/12

David F McCulloh
Registered Professional Land Surveyor #4023

FINAL PLAT
LOTS 247 - 266
LAKERIDGE ESTATES OF LUBBOCK

BEING 4.465 ACRES

AN ADDITION TO

CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
AUGUST 2012

LENGTH VARIES DEPENDING ON ANGULAR RELATIONSHIP OF INTERSECTING RIGHT-OF-WAYS LINES

TYPICAL STREET-STREET INTERSECTION WHERE CORNER IS CHAMFERED (NOT TO SCALE)

LENGTH VARIES DEPENDING ON ANGULAR RELATIONSHIP OF INTERSECTING RIGHT-OF-WAYS LINES

TYPICAL STREET-ALLEY OR ALLEY-ALLEY INTERSECTION WHERE CORNER IS CHAMFERED (NOT TO SCALE)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 46 40'10" E	21 16'
L2	S 43°19'50" E	21 26'
L3	N 46 40'10" E	14 11'
L4	S 43°19'50" E	14 17'
L5	S 54°53'04" W	12 12'
L6	N 46 40'10" E	21 16'
L7	N 42°13'20" W	10 20'
L8	N 01 32'18" E	24 66'
L9	N 01 32'18" E	86 30'
L10	S 40°17'48" E	14 88'

CURVE TABLE						
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	4°57'42"	18 00'	10 89'	5 75'	N 87°13'06" W	10 74'
C2	9°21'45"	50 00'	8 17'	4 09'	S 30 55'07" E	8 16'
C3	83°00'39"	50 00'	54 98'	30 65'	S 87°06'19" E	52 26'
C4	27°48'28"	50 00'	24 27'	12 39'	N 47°29'08" E	24 03'
C5	71°04'37"	50 00'	62 03'	35 72'	N 01°37'25" W	58 12'
C6	3°51'08"	50 00'	3 11'	2 56'	N 40 25'16" W	5 10'
C7	44°53'07"	15 00'	11 75'	6 20'	S 20°54'18" E	11 45'
C8	49°31'00"	43 00'	37 18'	19 83'	N 32°51'10" E	36 02'
C9	86°33'22"	43 00'	72 48'	45 22'	N 40°11'01" W	64 19'
C10	96°01'54"	43 00'	72 07'	47 78'	S 43°31'39" W	63 93'
C11	5°02'31"	43 00'	37 56'	20 07'	S 29°30'49" E	36 37'

Approved this 21st day of August 2012
by the Planning and Zoning Commission of the City of Lubbock Texas

Chairman

Director of Planning

OWNER & APPLICANT
LAKERIDGE ESTATES OF LUBBOCK LTD
6310 LEMMON AVE SUITE 200
DALLAS TEXAS 75209
(214)350-6500
CONTACT ROBERT MYERS

SURVEYOR
COMPASS POINTS PROFESSIONAL SERVICES, INC
3908 WYETH DRIVE
PLANO TEXAS 75023
PHONE (972) 333-1064

ENGINEER
JONES|CARTER
6509 WINDCREST DRIVE, SUITE 600
PLANO TEXAS 75024
PHONE (972) 488-3880
FAX (972) 488-3882

JOB No 0047-029 WJW/DFW DWG No 1557 SHEET 1 OF 1

P:\0047\0047-029\Survey\Project Master Files\PLAT\0047-029-PLAT 4 13-12.dwg

city of lubbock TEXAS

August 21, 2012

File No. 1589.09

County Clerk
Lubbock County Court House
904 Broadway
Room 207
Lubbock, Texas 79401

Dear Sir or Madam:

This is to certify that a plat titled **Lakeridge Estates of Lubbock Addition, Lots 247 - 266**, prepared by David F. McCullah of Jones & Carter, Inc. on August 17, 2012 was approved by the Planning and Zoning Commission on August 21, 2012.

Sincerely,

Randy Henson

Randy Henson
Director of Planning

Acreage of recorded plat: 4.465 acres

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County TEXAS
August 27, 2012 04:03:37 PM
FEE: $124.00

2012034513