

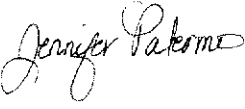


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| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185                    | <b>DOCUMENT #:</b> 202100001638<br><b>RECORDED DATE:</b> 05/12/2021 01:29:48 PM<br> |             |
| <b>OFFICIAL RECORDING COVER PAGE</b>  |   | Page 1 of 9 |
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| I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County. |   |             |
|    | <br><b>Jennifer Palermo</b><br>Hockley County Clerk                                  |             |

# **PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

**NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

## Declaration of Restrictive Covenants

### Kubie Estates Subdivision Phase-2

#### Lots 9 through 18

This Declaration of Restrictive Covenants made as of this 7 day of May, 2021 by Cebb Investments, LLC (the "Declarant") having an address of 239 Country Court, Bartonville, Texas 76226. Whereas, Declarant is the owner of a certain tract of land situated in Hockley County, Texas containing 39.026 acres that is located in the northeast corner of the Highway 41 and Kingfisher Road intersection and being developed as Kubie Estates Subdivision Phase-2 on that certain Subdivision Plat, attached thereto, and containing 10 Lots or Property acreage recorded in Hockley County, Document # PT-2021-0005, Recorded Date May 7, 2021, Cabinet # B, Slide # 37.

#### GENERAL DECLARATION – RESTRICTIVE COVENANTS

Each Buyer/Owner, as a condition to his/her/their acceptance of the Deed, and for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, consents to the terms and conditions herein, and further represents and warrants his/her/their understanding, agreement and acceptance of these Restrictive Covenants herein, as well as all other terms and provisions contained in this instrument being attached to and amending the Deed, including each of the following:

(1) All Restrictive Covenants now or hereinafter made applicable to these Lots shall be deemed to "run with the land, meaning the Property, and shall be binding and applicable to each Buyer/Owner and their respective heirs, successors and assigns, together with all other owners, occupants and others who may hold or acquire any interest in the Lots 9 through 18.

(2) Upon any actual or threatened breach, violation or other failure of a Buyer/Owner or such other owners or persons to comply with these Restrictive Covenants or other terms hereunder, regardless of the reason for such non-compliance or failure, Declarant (possibly joined later by one or more owners) is hereby authorized to enforce Declarant's sole rights and remedies hereunder (whether or not joined by one or more of the Owners) and to that end Declarant may seek to enforce this Declaration to halt such violations in accordance with the rights and remedies pursuant to this Declaration or as otherwise available or existing under applicable laws, such remedies may include a demand for either monetary or injunctive relief or both, and may also include a demand for recoupment in full of any and all costs and fees (including, without limitation, reasonable attorneys' fees and court costs) incurred because of such violations. The Declarant may issue a thirty (30) day written notice to property owner(s) who fail to comply with any of these deed restrictions, issue special assessment fees when necessary against the owner to correct the violation(s) and collect the assessment fees (including attorney's fees incurred to enforce these Deed Restrictions) from the property owner(s). If the property owner fails to pay the assessment fees owed within thirty (30) days after being notified the assessment fees are due, a lien may be placed on the property for non-payment of the assessment fees.

(3) Owner/Buyer shall not at any time construct or allow the placement of any portion of the Residence or any Structure or improvement within an easement, regardless of how temporary such structure's or improvement's interference may be within the easement or otherwise interfere with the actions of

Declarant or any easement holder or service provider utilizing an easement. Under no circumstances whatsoever shall Declarant or any easement holder or service provider be liable for any damages, losses, costs or expenses or other liability incurred by Owner and caused by or resulting from any portion of the Residence, Structure or other improvement(s) including fencing, landscaping, etc. being built or placed for any reason whatsoever within an easement. Declarant and each easement holder or service provider may install, maintain, and connect facilities in an easement when necessary or appropriate;

(4) Owner shall not conduct nor permit others to conduct any "Prohibited Activities" which shall include any of the following: any activity that is otherwise prohibited by or violates these Restrictive Covenants enumerated below or any other term or provision set forth herein; any illegal activity; any activity not in compliance with all applicable federal, state and local governmental codes, regulations, guidelines, etc.; failure to properly and timely resolve issues surrounding any Residence or Structure that has been damaged (whether partially or entirely), and for which the necessary repairs (or in the event that repairs are not practicable, then demolition), must be fully and timely completed by Owner;

(5) General Terms. The following general terms, conditions and provisions shall apply:

- (a) Covenants – means the covenants, conditions, and restrictions contained in this Declaration.
- (b) Declarant – means the seller(s) and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a record document.
- (c) Easements – means Easements or Alleys within the property for utilities, drainage, and other purposes as shown on a Plat or of record.
- (d) Lot – means and refers to each separately identifiable portion of the property that is or hereafter may be platted, filed and recorded in the office of the County Clerk of Hockley County, Texas and which is assessed by any one or more of the Taxing Authorities and which is not intended to be an Open Space.
- (e) Owner – means and refers to the holder(s) of record title to the fee simple interest in any Lot, whether or not such holder(s) actually reside(s) on any part of the Lot.
- (f) Residence – means a structure designed and built for and used as a dwelling by a Single Family and constructed on one or more Lots.
- (g) Single Family – means a group of individuals related by blood, adoption, or marriage, etc. who will Occupy the dwelling.
- (h) Structure – means any improvement on a Lot (other than a Residence) including a fence, wall, tennis court, swimming pool, detached garage, barn, well house, storage building, etc.
- (i) Subdivision – means the property described as Lots 9 through 18 in the Kubie Estates Subdivision development in Hockley County, Texas.
- (j) Vehicle – means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance whether self-propelled or towed.

(6) Miscellaneous Terms. – The following miscellaneous terms, conditions and provisions shall also apply:

- (a) Term – means that this Declaration "runs with the land (Property)" and remains binding and enforceable, subject to the further terms, conditions and provisions as expressly set forth herein concerning the application and enforcement of these Restrictive Covenants.
- (b) *No Waiver.* Failure by the Declarant to enforce any provision set forth in this Declaration is not a waiver.
- (c) Severability – means the invalidation of any one of these Restrictive Covenants below or any other term or provision contained herein through a judicial proceeding (i.e., judgment or court order) shall

in no way negate or affect in any manner any other covenant, restriction, term or provision which shall remain in full legal force and effect.

- (d) *Notices.* Any notice required or permitted by this Declaration must be given in writing either by certified mail, return receipt requested or by overnight delivery when handled by a national courier (i.e., Federal Express or USPS).
- (e) *Agreed Pre-Suit Mediation.* As a condition precedent to the commencement of a legal proceeding in any court or tribunal to enforce any breach or violation of this Declaration, Declarant and each Buyer/Owner shall agree to participate in non-binding mediation in an effort to settle and resolve all such disputes in good faith.
- (f) *No Warranty of Enforceability.* Declarant makes no warranty or representation as to the present or future validity or enforceability of these Restrictive Covenants or such other terms or provisions in this Declaration. Each Owner is assuming all risks of the validity and enforceability thereof, and, by acquiring a Lot or Lots, agrees to expressly and fully release and hold Declarant harmless therefrom.
- (g) *Release of all Claims.* Buyer/Owner, for themselves as well as for any of their family members, occupants, visitors, guests and invitees (collectively, "Buyer's/Owner's Affiliates") agrees to indemnify, defend, release and hold harmless Declarant and its officers, directors, members, managers, employees, contractors, subcontractors, realtors, brokers, insurers, legal advisors, agents, representatives, successors and assigns (collectively, "Declarant's Affiliates") from and against any and all claims, controversies, demands, suits, actions, losses, costs, expenses (including attorneys' fees, court costs, and costs of appeals) and other liability of any type or kind, including personal injury and/or wrongful death (whether known or unknown; choate or inchoate; past, present or future and whether arising at law or in equity or otherwise ) (hereinafter collectively known as the "Claims") in any way relating to, caused by or resulting from or caused by (i) Buyer's/Owner's purchase, construction and development of, and Buyer's/Owner's (including Buyer's/Owner's Affiliates') use and occupancy of, the Lots (including use of Easements and rights of ingress and egress to and from the Property to public roads and highways), Residence, Structures and any and all improvements (including the keeping and maintenance of animals) within or upon the Lots, and including further, matters or events that may result or cause accident or injury (or even accidental death) upon, within, or concerning in any way the Lots, regardless of whether such relates to an item described or omitted from the Covenants and Restrictions or other terms contained in this Declaration, save and except that the foregoing release shall not be applicable to any gross negligence or willful or intentional misconduct which has been adjudicated by a court or tribunal to have been directly and solely caused by Declarant.

- (7) The Declarant has constructed roads (streets) in the Kubie Estates Subdivision that conform to Hockley County's Road Construction Guidelines. The roads are sixty foot (60') wide from lot line to lot line consisting of fifteen foot (15') bar ditches on each side with a thirty foot (30') wide road that was constructed of crushed concrete material for durability and appearance. The subdivision also contains a twenty-four (24') foot utility easement or alley used for utility purposes. Each property owner will share in the proportionate expense by paying an amount at closing and an annual fee (as described below) for the maintenance of the roads (streets) and utility easement or alley which benefits the property owners. If Hockley County eventually takes over the maintenance of these roads (streets) and the utility easement and/or alley, the annual road (street) maintenance fee will no longer be required and any remaining funds on deposit with the Declarant that have not been used for repairs or maintenance will be pro-rated and refunded to the property owners that made the payment.

(8) The Declarant has formed an Architectural Review Committee that consists of four (4) individuals that will be responsible for the following two items: 1.) Approving all structural plans for residential dwellings, garages, barns, and guest houses, etc. and 2.) Determining and assessing an initial fee at closing for each Lot and an annual road (street) and utility alley maintenance fee that will be billed to each Lot owner one year after the closing date and each year thereafter on the closing month and day. The initial fee to be collected by the Title Company at each closing will be \$500.00 per Lot owner and the annual maintenance fee will be \$300.00 and will be billed and collected from each Lot owner one year after the Lot closing date and each year thereafter on the closing month and day. The annual maintenance fees will be deposited in a bank account in the Declarant's name and 100% of the funds will be used for road maintenance and repairs. The Declarant reserves the right to increase or decrease the road (street) and alley maintenance fee on an annual basis as needed. If the property owner does not pay the annual maintenance fee within 30 days after receiving the billing, then the Declarant will place a lien against the Lot or Property for non-payment.

**(9) When the Declarant has sold all of the lots in all phases of the Kubie Estates Subdivision, the property owners will assume the responsibilities of the Architectural Review Committee and elect (by a majority vote) either five (5) or seven (7) different Lot owners to serve as the Architectural Review Committee to approve the items as reflected in Section Eight (8) above, and to maintain a Bank Account in the subdivision name of Kubie Estates Subdivision to be used for road (street) and utility alley maintenance. Instead of forming an Architectural Review Committee, the property owners may elect to form a Homeowners Association with bylaws and elected officers for the purpose of road (street) and utility alley maintenance if at least 51% or more of the property owners agree. Also, when the Declarant has sold all of the Lots in the Kubie Estates Subdivision, these Deed Restrictive Covenants may be changed by a majority vote of at least 51% or more of the property owners in the Kubie Estates Subdivision.**

#### **SPECIFIC RESTRICTIVE COVENANTS**

1. Each Lot shall be used only for one single family residential ("Allowed Purposes"). In no event shall the Allowed Purposes be commercial in nature and no barndominiums will be allowed.
2. **Each Lot owner must install a one foot wide (diameter) and twenty foot long (minimum) culvert with concrete sloped ends in the Luke Street bar ditch prior to starting any construction of improvements on the Lot. Thereafter, all contractors must access the owners Lot over the culvert and not through the bar ditches.**
3. Notwithstanding anything contained herein to the contrary, one Residence shall be allowed to be placed on a Lot, and the Residence must be of new construction. A single-story Residence shall contain a ground floor of not less than 2,000 square feet of living area (exclusive of porches, garages, decks, basements, carports, etc.). A two-story Residence shall contain a ground floor of not less than 1,800 square feet of living area and a second floor of not less than 500 square feet of living area. Due care shall be taken by each Owner during construction or after completion of any construction of the Residence and Structures, landscaping, etc. and at all later times relating to the use of the Lot not to cause excessive or concentrated drainage or other damage to any adjacent owners during construction or after completion of any construction, landscaping, grading, etc.

4. The roof of each residence shall be constructed of thirty year or greater laminate/composite shingles or other lifetime roofing materials such as metal, tile, etc. Replacement roofing materials shall be of the same or similar material as that being replaced.
5. If an attached or detached garage is constructed on the Property, it must be a side entry or rear entry garage and it shall be built with the same material as the single-family residence and must contain at least 500 square feet under the roof line on the ground floor. In no event shall a garage be used as living quarters.
6. If a guest house is constructed on the property as living quarters, it shall be built with the same material as the single family residence and must contain at least 1,000 square feet under the roof line.
7. If a barn, storage building, well house, etc. or any other above ground improvement containing a roof is constructed on the Lot, it shall be permanently affixed to the land, and be built out of builder grade quality metal material like a Morton Metal Building or a Mueller Metal Building. In no event shall such barn, storage building, or above ground improvement containing a roof be used as living quarters.
8. All single-family dwellings must be at least 60 feet wide across the front of the house and be constructed of either brick and/or stone on the ground floor with the exposed exterior wall area, exclusive of doors or windows, being completely covered in either brick and/or stone. Any exposed exterior area not covered by brick or stone shall be covered by wood or siding (metal or synthetic) having the appearance of wood. Any other material to be used on the ground floor other than brick and/or stone must be pre-approved by the Architectural Review Committee. Landscaping shall be installed within six months after occupancy.
9. Any single-family Residence shall have at least a fifty foot (50') building set back from the north, south, east and west property lines and no Residence or other Structures (detached garage, barn, storage building, tennis court, swimming pool, etc.) shall be constructed therein. For purposes of complying with the setback requirements, eaves, steps, driveways, and entrances leading to the single-family residence shall not be considered as a part of the single-family residence, but this shall not be interpreted as permitting such to encroach on any other Lot.
10. The front of each single-family Residence Dwelling that is constructed on Lots 9 through 18 must face towards Luke Street.
11. The electrical utilities on the exterior perimeters or property lines will be constructed with overhead lines and all interior utilities (electrical and telephone) will be constructed underground from the appropriate property lines or as determined by such utility/service provider. Right of access and use for ingress and egress upon the Lot shall be permitted at all times 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.
12. No individual sewage disposal system shall be permitted to be designed, constructed or utilized on the Property unless such system is designed, located and constructed in accordance with all applicable state, county, and or other governmental laws, rules and regulations. No cesspools, outhouses, or outside toilets are to be allowed on any Lot. The sewage disposal system must be at least fifty (50) feet

from lot lines and the absorption field must be at least 50 feet from any well including water wells on adjacent Lots. If state or county laws requires more distance or other requirements, then one must comply with those laws.

13. Each owner shall drill a water well on the Property (the setback requirements must be 25' from the north, south, east and west property lines) in order to supply water to their Property. Any water well(s) drilled shall be in compliance with all state and local laws including but not limited to any requirements imposed on the Lots by the High Plains Underground Water District rules and regulations. Only submersible pumps shall be used in any water well located on the property. Water shall not be pumped and/or sold commercially from any water well located on said Lots. Water wells must be a minimum of fifty (50) feet from sewage disposal systems which includes the absorption field or more distance if required by state or county regulations.

14. No pigs (including miniature or pot-bellied, etc.), hogs, swine, fowl, wild animals, sheep, goats, mules, donkeys, llama, or alpaca or any other animals (whether or not mentioned herein), other than those that are described in Section 15 below, may be kept, maintained, raised or cared for on or within the Property; provided, however, an exception is permitted for youth of any Owner involved in a 4-H or FFA sponsored school program and subject to no more than the number of three (3) total program animals of the type allowed by the 4-H or FFA sponsored school program.

15. Owners shall be permitted to keep (but not for breeding, commercial kennels or stables or other business-type purposes) on or within each Lot at any given time (a) no more than two (2) cats and two (2) dogs provided they are properly restrained and maintained in a clean and sanitary condition. On Lots with the following acreage sizes, the Lot property owners will be allowed the following number of cattle and/or horses:

| Acreages-Sizes           | Cattle and/or Horses Allowed                       |
|--------------------------|--|
| 2.39 Acres to 3.99 Acres | 2 Cattle or 2 Horses or Any Combination Totaling 2 |
| 4.00 Acres to 5.99 Acres | 3 Cattle or 3 Horses or Any Combination Totaling 3 |
| 6.00 Acres or More       | 4 Cattle or 4 Horses or Any Combination Totaling 4 |

All animals designated herein must always be confined to the enclosed perimeter of the Lot, must be properly cared for and attended to at all times.

16. No inoperable or wrecked vehicles will be kept on the Lots.

17. No oil drilling, oil development operation, oil refining, or quarrying or mining operations of any kind shall be permitted on any of the Lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any of the Lots. No derrick or other structure designed for use of boring for oil and/or natural gas shall be erected, maintained or permitted on any of the Lots. [NOTE: The restrictions contained in this Section 17 (a) shall not apply to the "Declarant" of these deed restrictions affecting these Lots, and further, (b) shall not be construed as prohibiting the development of the mineral estate by Declarant's predecessors in title who own said minerals, to the extent that said predecessors in title are legally entitled to develop the mineral estate.

18. No noxious or offensive trade or business of any kind shall be constructed or allowed upon any of the Lots. No structure shall be erected, used or permitted to remain on any of the Lots other than a single-family private Residence or Dwelling with accompanying Structures such as a garage, barn, storage building, water well, swimming pool, tennis courts, etc. As stated hereinabove, these Lots shall not be

used for commercial purposes, and Owner shall not be allowed to place signage on any of the Lots regarding any business endeavor whether pertaining to said Owner or any other person or party.

19. Notwithstanding paragraph 18 hereinabove, one professional sign of not more than five square feet advertising a Lot for sale or rent, or a sign used by a building contractor to advertise the building on a Lot during the construction and sales period may be placed on the Lot.

20. No manufactured housing, trailer homes, etc. of any type will be permitted on any Lot.

21. No temporary structure, such as a trailer home, travel trailer, motor home, camper, tent, shack, etc. shall be erected, placed, parked, stored or otherwise permitted to be or remain on any Lot, except during the actual construction of the dwelling house thereon in which a travel trailer or motor home will be allowed on the lot for living purposes but in no event for more than a total of one hundred and eighty (180) days while the single family dwelling is being constructed.

22. Each Owner shall have the ongoing duty and responsibility of routine care, maintenance and repair of the Residence, Structures and all other improvements on the Lot(s). No Lot (either before or after construction activities) shall be used or maintained as a dumping ground for rubbish, trash, garbage, construction materials, waste or other debris. No Lot owner will dispose of any contractor rubbish, trash, garbage, construction materials, waste or other debris on any other Lot in the subdivision or any surrounding acreage. All sanitary containers, receptacles or other equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in such a way as to not be visible from either the front of the Lot/residence or from the closest street or roadway. All receptacles, containers containing such materials shall be placed on the street only on the day of garbage or trash collection for scheduled pickup/disposal.

23. No radio, television, dish/satellite or any other antenna or tower shall extend more than five (5) feet above the highest point of the roof of the Residence. Furthermore, none of the preceding items may be erected, placed or maintained on any Lot not having a Residence thereon.

24. Any 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 behind the single-family residence in such a way as to not be visible from either the front of the Lot/residence or from the closest street or roadway.

25. Only tanks traditionally used by the public for the storage of fuel, oil, liquid petroleum gas (LPG), and water (including swimming pool filter tanks) shall be used or kept on any Lot. No elevated tanks of any kind may be erected, placed or permitted and all tanks must be screened from public view, except the foregoing shall not apply to a propane tank used to operate a standard residential gas grill.

26. No drying of clothes in a manner that is visible from any street, no clothes lines.

27. No window or wall-type air conditioners may be used in a Residence.

28. No above ground pool shall be allowed and in-ground swimming pools shall be securely enclosed by a fence, and gates designed to prevent children and animals from accidentally entering the pool enclosure.



29. Each Lot owner will be responsible for mowing the grass and weeds within the 15' utility easement on their Lot and the 12' in the utility alley easement adjoining their Lot and keeping the easements clear of all rubbish, trash, garbage, construction materials, waste and other debris so the utility companies can use the easement for maintaining their utilities.

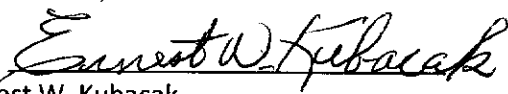
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictive Covenants this 7 day of May, 2021.

Signed in the presence of:

Signature:   
Print Witness Name: Brandon W. Kubacak

Signature: \_\_\_\_\_  
Print Witness Name: Schrader Ventures, LLC.  
Print Witness Name: Chet D. Schrader, Manager

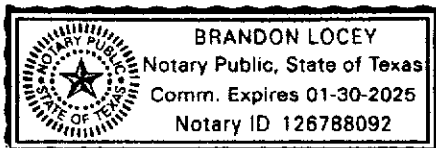
Cebb Investments, LLC - Declarant

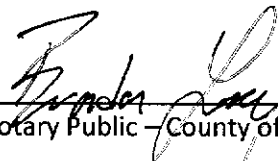
Signature:   
Print: Ernest W. Kubacak  
Title: President

STATE OF TEXAS  
COUNTY OF Denton

The foregoing Declaration of Restrictive Covenants was acknowledged before me on this, the 7 day of May, 2021, before me a Notary Public, personally appeared Ernest W. Kubacak, Brandon W. Kubacak, and Chet D. Schrader known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing document, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the 7 day of May, 2021.



  
Notary Public - County of Denton