


<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> 202000002926 <b>RECORDED DATE:</b> 09/30/2020 10:37:24 AM 
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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.



*Jennifer Palermo*

**Jennifer Palermo**  
Hockley County Clerk

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## **Declaration of Restrictive Covenants**

### **Kubie Estates Subdivision Phase-1**

#### **Lots 1 through 8**

This revised Declaration of Restrictive Covenants will replace the initial version dated June 10, 2020 and is made on this 24 day of September, 2020 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 in Hockley County, Texas containing 22.455 acres that is located in the northeast corner of the Highway 41 and Kingfisher Road intersection and being developed as Kubie Estates Subdivision Phase-1 on that certain Subdivision Plat, attached thereto, and containing 8 Lots or Property acreage recorded in Hockley County, Document # PT-2020-0001, Recorded Date June 8, 2020, Cabinet # B, Slide # 27.

#### 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 1 through 8.

(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 including a fence 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 1 through 8 in Kubie Estates 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 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 and utility easement or alley which benefits the property owners. If Hockley County eventually takes over the maintenance of these roads and the utility easement and/or alley, the annual road maintenance fee will no longer be required and any remaining funds on deposit with the Declarant will be refunded to the property owners that made the payment.