

After recording return to: Everest Investment Group Inc., P.O.Box 1229, Wolfforth, TX 79382

EVEREST HEIGHTS

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION is made _____ day of May 2023, by Everest Investment Group Inc. a Texas Corporation, hereinafter called “Declarant”.

RECITALS

Declarant is the sole owner of that real property situated in Lubbock County, Texas, known as Lots 112 through 240 (“Lot” or “Lots”), Everest Heights, an Addition to The City of Lubbock, Lubbock County Texas as shown in the plat on attached Exhibit “A” incorporated herein for all rights and purposes. Declarant desires to impose and subject such real property to certain protective covenants, conditions and restrictions.

TERMS OF THE AGREEMENT

To provide for the orderly development and use of the above-described real property, Declarant hereby imposes and implements the following restrictions, covenants and conditions to run with the title to said Lots and to govern the use of said Lots, to wit:

ARTICLE I

GERERAL

SECTION 1. Definitions. The following words, when used in this Declaration, shall have the meanings assign to them as follows:

- a. “Declarant” or “Developer” shall mean and refer to Everest Investment Group Inc. a Texas Corporation, its successors and assigns;
- b. “Lot” shall mean and refer to each separately identifiable portion of the Everest Heights Addition which is platted, filed and recorded in the Office of the County Clerk of Lubbock County, Texas and which is assessed by any one or more of the taxing authorities,;
- c. “Owner” shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot (or portion thereof), but notwithstanding any applicable theory of mortgage, the term “Owner” shall not include any mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu thereof;
- d. “Improvement” or “Improvements” shall mean and refer to all structures or other improvements to any Lot (or portion thereof), of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, parking, facilities, walkways, driveways, landscaping,, swimming pools, site lighting, site grading and earth movements, and any exterior additions, changes or alterations there to, including both original Improvements and all later changes and Improvements.
- e. A ”junked vehicle” means a vehicle that is self propelled and inoperable and:

- (1) Does not have lawfully attached to it:
 - (a) An unexpired registration; or
 - (b) A valid motor vehicle inspection certificate;
- (2) Is wrecked, dismantled or partially dismantled, or discarded; or
- (3) Is inoperable and has remained inoperable for more than 30 consecutive days, if vehicle is on private property;

SECTION 2. Property Subject to Declaration. The residential Lots which are, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration within the Everest Heights addition, as more particularly described on Exhibit "A" attached hereto and incorporated herein for all rights and purposes.

SECTION 3. Purpose of Restrictions. The purpose of this Declaration is to protect the Declarant and the Owners against improper development and use of Lots; to assure compatibility of design and improvements located thereon, to secure and preserve sufficient setbacks and space between Improvements constructed on Lots so as to create an aesthetically pleasing environment, to provide for landscaping and the maintenance of the Lots; and in general to encourage construction of attractive, high quality, permanent improvements on Lots that will promote the general welfare of the Declarant and Owners.

ARTICLE II

PROTECTIVE COVENANTS

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

- a. Height. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling not to exceed two (2) stories or thirty five feet (35') in height and an attached garage for not less than two cars.
- b. Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance, or may become dangerous, or nuisance to the Owners of the remaining Lots.
- c. Temporary Structure. Except as may be otherwise permitted herein, no structure of a temporary character, including, but not limited to, a trailer, recreational vehicle, mobile home, HUD-Code manufactured home, modular home, prefabricated home, tent, shack, or any other temporary structure or building shall be placed on any Lot. No house, garage, tool, storage building or other structure appurtenant thereto, shall be moved onto any Lot from another location.
- d. Animals. No animals of any kind including, hogs, horses, poultry, fowl or other livestock, shall be raised, bred, or kept on any Lot, except that a maximum of two (2) dogs and two (2) cats per family may be kept on a lot, provided that animals are not kept, bred, or maintained for any commercial purpose. All dogs permitted to be kept on

- a Lot shall be properly penned or otherwise restrained; and all facilities provided for the housing of any such animals shall be maintained in a clean and sanitary condition. Under no circumstances shall a dog or dogs be permitted to run unrestrained.
- e. Trash. No rubbish, trash, garbage, debris or other waste shall be dumped or allowed to remain in any Lot.
 - f. Prohibited Vehicles. No camper trailer, mobile home, boat, recreational vehicle, motor home, truck larger than $\frac{3}{4}$ ton, or vehicle other than passenger automobiles shall be permitted to park on any Lot, except that a trailer, mobile home, boat, or recreational vehicle may be parked on a lot provided that it is parked in a garage or otherwise concealed from view from all other Lots and from the public streets which border on such Lot, and provided that it is not used as housing.
 - g. Under No circumstances should a junked vehicle be allowed to remain on any Lot.
 - h. No clothesline may be maintained on any Lot.
 - i. No antenna, tower, or other similar vertical structure shall be erected on any Lot, nor affixed to the outside of any dwellings on any part. No satellite reception device or equipment used in the reception of satellite signals shall be allowed on any Lot unless concealed from view of any street and neighboring Lots.
 - j. No manufacturing, trade, business, commerce, industry, profession, or commercial activity to which the general public is invited shall be conducted up on any Lot or in any Improvement created thereon.
 - k. No sign of any kind be displayed to the public view on any Lot except one (1) sign not more than six (6) square feet advertising the property for sale, rent, or signs not more than (6) square feet used by a builder to advertise the property during the construction and sale period.
 - l. No carports shall be permitted in any Lot.

SECTION 2. Building Locations and Minimum Setback Lines for Lots. Every residence shall be located so that it shall front on the street upon which the Lot faces. For Purposes of this instrument, a residence located on a corner Lot may face either of the two sides fronting the streets.

- a. The front building setback line for Lots must be minimum of twenty feet (20') in depth from the front property line unless the Lot is on a cul de sac and in such case the setback shall be five feet (5') from the property line in accordance with the city of Lubbock Ordinance No. 2000-00014.
- b. The minimum rear building setback is fifteen feet (15') from the property line, except that a one-story wing or extension may be built to within five feet (5') of the rear property line.
- c. There shall be a minimum building setback line of five feet (5') from the property line on each side for any structure on a Lot, except that for corner lots the minimum side yard setback adjustment to the street shall be ten feet (10').
- d. Notwithstanding the above, no Improvements of any kind shall be constructed between the applicable setback lines and the property lines, other than landscaping and fences.

SECTION 3. **Fences.** It shall be responsibility and obligation of the Owner to construct a side yard and or rear yard/ back yard fence. All Fence construction and material plans must conform to the following requirements:

- a. A fence of the backyard must be a perimeter fence that is located on the exterior boundary lines of the Lot, enclosing the entire backyard.
- b. All fences constructed on a Lot shall be minimum of six feet (6') tall and constructed of flat-top white wood or cedar pickets with 2-3/8" metal posts or 4"X4' wood posts. Under no circumstances shall any fence on a Lot (whether perimeter or interior) be constructed of chain link, barbed wire, pipe or other materials not expressly permitted in this declaration.
- c. No perimeter fence constructed on a Lot shall be less than six feet (6') nor more than seven feet (7') in height. Any interior fence constructed on a Lot shall be not less than three feet (3') nor more than five feet (5') in height.
- d. All perimeter fences shall be located wholly within the boundaries of a Lot and shall not encroach across such boundaries; provided, however, the owners of adjoining Lots may agree to construct a fence along the common boundary of such lots which extends on to each Lot. Any such agreement must be in writing and must be recorded in the Lubbock County Clerk's Office in Lubbock, Texas. To be extent any such common perimeter fence is constructed, the owners of the Lots on which is located shall be jointly responsible for the maintenance and repair thereof.
- e. No fence shall be painted; however fences may be stained with a natural wood color stain.
- f. No fence, wall or hedge may be built or maintained forward of the front building setback line.

SECTION 4. **Construction Standards for Lots.** In addition to meeting all applicable building codes, all improvements on each Lot shall be on site construction and shall meet with the following requirements:

- a. **HEIGHT AND MINIMUM FLOOR AREAS:** No structure shall exceed two (2) stories in height. All residents shall have a minimum of one thousand five hundred (1500) square feet of living area, not including basement, garages, porches, or outbuildings. In the case of two story construction, the first floor shall have a minimum of one thousand (1000) square feet of living area and the second floor shall have minimum of five hundred (500) square feet of living area, not including basement, garages, porches, or outbuildings. Finished floor elevations for the ground floor shall be established by a registered professional, licensed in the state of Texas and shall be established in accordance with City of Lubbock Codes, prior to commencement of construction.
- b. **EXTERIOR WALLS:** the exposed exterior wall area, exclusive of doors and windows, shall be at least eighty percent (80%) brick, stucco, or stone. Any exposed exterior are not covered by brick, stone or stucco shall be covered by wood or siding (metal or synthetic) having the appearance of wood.

- c. **ROOFING DESIGN AND MATERIAL:** wood shingles shall not be permitted on any dwelling, garage or other structure. In general, roofs may be of clay tile, concrete tile, natural slate, manufactured slate, or three dimensional (3D) architectural shingles with a weight of not less than two hundred forty pounds (240 lbs) per square. All roof stacks and flashing must be painted to coordinate with the color of the structure. The minimum roof pitch shall be six feet (6') of rise for each twelve feet (12') of run. Any replacement roof shall be of the same materials as the original roof.
- d. **GARAGES:** All Lots shall have a garage attached to the main dwelling of a sufficient size to provide storage for at least two automobiles, and all garages shall be given the same architectural treatment as the main structure located on such Lot. All garage doors on all Lots shall be closed at all times except when the owner is engaged in some activity which requires the garage to be opened.
- e. **EXTERIOR LIGHTING:** no exterior light shall be installed or situated such that neighboring Lots are unnecessarily lighted by the same. All freestanding exterior lighting located between the property lines and the main structure shall be architecturally compatible with the main structure.
- f. **DRIVEWAYS:** Driveways shall be constructed of concrete, brick or cobble stone. Any concrete used shall have a minimum strength of 2500 P.S.I. Driveways shall be constructed to assure proper drainage.
- g. **WINDOW UNITS:** No structure shall utilize window mounted or wall unit type air conditioners or heaters.
- h. **SATELLITE DISHES, ANTENNA, SOLAR PANELS:** Skylight shall be permitted in the roof or any Improvements. No other equipment, including, without limitation, heating or air conditioning units, solar panels, satellite dishes or antennas, shall be located on the roof of any improvement unless the same are concealed from the view from adjoining Lots and public streets and do not materially alter the roof line of the Improvement. In no event may any radio or television antenna extended more than three feet (3') above the highest point of the roof of any building, and no antenna shall ever be maintained on any structure but the principal residential structure.
- i. **PAINT:** there shall be no exotic paint schemes.
- j. **WATER WELLS:** No water wells shall be permitted on any Lot.
- k. **SIDE WALKS:** All sidewalks shall be five feet (5') in width and constructed of brick, concrete or cobble stone, shall comply with City of Lubbock Ordinances, and shall adjoin the back of the curb line on all streets.
- l. **CLUSTER MAILBOXES:** The Properties will receive mail service from the United States Postal Service using "cluster boxes". No individual pedestal mailboxes shall be permitted for any Lot. Each Owner shall be responsible for maintaining their assigned cluster mailbox in accordance with the standards established by the United States Postal Service. If a mail cluster station should ever have to be replaced, each Owner shall be

responsible for any fees assessed against the users of the mail cluster station by the United States Postal Service.

- m. CUL DE SAC STREETS: No basketball goals shall be erected on cul-de sac streets.
- n. DETACHED GARAGES: No detached garage shall be permitted.
- o. PARKING SPACES: Each single family dwelling shall have a minimum of two (2) off-street parking spaces.
- p. SEPTIC SYSTEMS: No cesspool, outhouse or outside toilet shall be permitted on any Lot. Toilets located in any Structure, shall be connected to an approved public sewage disposal system.

SECTION 5. **Landscaping of Lots.** Landscaping shall be required on all Lots contemporaneously with completion of other Improvements, but in no event later than twelve (12) months after final completion of improvements, weather permitting.

- a. Landscaping must: (1) permit reasonable access to public and private utility lines and easements for installation and repair; and (2) provide for landscaping of all portions of the Lot not Covered by the Improvements.
- b. Landscaping shall include, at minimum, grass, ground cover, shrubs, vegetation and other plant life.
- c. Except for typical garden houses having a diameter not more than one inch (1”) and common portable sprinklers that may be attached to such hoses, no pipes, hoses, sprinklers, or other parts of any irrigation system for watering of landscaping on a Lot shall be located above ground.

SECTION 6. **Utilities.** All public or privet utilities and service connections, including but not limited to, gas, water, electricity, telephone, cable, television or security systems, or any wires, cables, conduits or pipes used in connection therewith, located up on any Lot shall be underground-except that fire plugs, gas meters, supply pressure regulators, electric service pedestals, pad mount transformers, and street lights, may be located above ground only where necessary to furnish the service required by the use of such utilities. In no event shall any poles be permitted, other than for street lights or as otherwise permitted herein, and no wires or transmission lines to or from such lights shall exist above the ground.

(a) Gas Service Line to the House: West Texas Gas Inc. will provide gas service to the property by a natural gas service line on the property running between its gas main and gas meter which West Texas Gas Inc. own or maintain the natural gas pipes inside the residence or on the property beyond its gas meter. West Texas Gas Inc. will locate the service line at no cost or Dial 811 for location of all the underground utility facilities. For safety reason, 10-foot surface area five feet on either side of the service line must remain clear of all obstructions as West Texas Gas Inc. must inspect the route of its facilities visually for leaks and must be able to quickly make repairs if necessary. No obstruction such as, by way of examples, buildings, gardens, storage sheds, playground sets, swimming pools, vehicles or machinery, tree and bushes may be placed or planted

within such area West Texas Gas Inc is not responsible for damage caused to any such obstructions within such surface area in the course of accessing or maintaining or repairing its facilities. Except in the case of surface obstructions as set forth in the preceding two sentences, West Texas Gas Inc. will repair, clean up and restore to as good condition as before commencement of work, all surface areas on the property disturbed during the maintenance, construction and repair of its gas service line on the property.

SECTION 7. General.

- a. **CONSTRUCTION DEBRIS:** During the construction or installation of improvements on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall kept as clean as possible. Debris shall not be allowed to blow on to the property of others. Construction Debris shall not be burned or buried on site.
- b. **STOPPAGE OF CONSTRUCTION:** Construction shall be diligently pursued to the end that it will be completed within twelve (12) months from the date of Building permit. For purposes of this instrument, construction shall be deemed to commence on the earlier of (i) the date on which any governmental authority shall issue any building permit or other permission, consent or authorization required in connection with such construction; or (ii) the date on which excavation or other work for the construction of the footings and/or foundation of any improvement shall begin.
- c. **LIABILITY FOR CONSTRUCTION ACTIVITIES ON LOT.** Each Homebuilder and each Lot Owner (or the Owner's builder) is solely responsible and liable for all construction activities on the Lot, and construction activities on the Lot will comply with all federal, state and local laws, statutes, ordinances, regulations and rules, as well as all requirements set forth in this Declaration and all amendments and supplements thereto. Without limiting the generality of the preceding sentence, each Homebuilder and Lot Owner (or the Owner's builder) assumes all obligations and duties imposed by the Texas Commission on Environmental Quality ("TCEQ") related to discharges from construction activities. Each Homebuilder and Lot Owner (or Owner's builder) will be solely responsible for obtaining from TCEQ all required permits and any required Notice of Intent; and, each Homebuilder and Lot Owner (or Owner's builder) will be solely responsible for performing all construction activities and best management practices on the Lot in a manner that complies with federal, state and local laws, statutes, ordinances, regulations and rules, including those imposed by the TCEQ. By purchasing a Lot within the Subdivision, each Homebuilder and Lot Owner accepts all responsibility and liability for compliance with federal, state, and local laws, statutes, ordinances, regulations and rules, including those imposed by the TCEQ, and each Homebuilder and Lot Owner agrees to indemnify and hold harmless Declarant from all claims, fines, suits, actions, liabilities and proceedings whatsoever and of every kind, known or unknown, fixed or contingent which may be brought or asserted against Declarant on account of or growing out of any and all injuries or damages relating to construction activities on the Lot being performed by each Homebuilder and Lot Owner (or

Owner's builder), and all losses, liabilities, judgments, settlements, costs, penalties, damages, fines and expenses relating thereto, including, but not limited to, attorney's fees and other costs of defending against, investigating and settling said claims.

ARTICLE III

MAINTENANCE

SECTION 1. **Duty of maintenance.** Each owner of any Lot shall have the duty, at its sole cost and expenses, to keep such Lot, including any improvements thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but not limited, to the following:

- a. Prompt removal of litter, trash, refuse, and waste, and regular cutting of weeds and grasses on the lot prior to and during construction of any improvements;
- b. Preventing all litter, trash, refuse and waste from blowing on to other Lots during Construction;
- c. Regular mowing of grasses;
- d. Tree and shrub pruning;
- e. Keeping landscape areas alive, free of weeds, and attractive;
- f. Watering;
- g. Keeping parking areas and driveways in good repair;
- h. Complying with all government health and police requirements;
- i. Repainting of Improvements;
- j. Repair exterior damage of improvements; and
- k. Keep alley adjacent to Lot free and clear of any trash, weeds, debris, or refuse and in safe, clean and attractive condition.

Each owner of any Lot shall have the responsibility, before and after construction, at his cost and expanse, to keep all areas located between the boundaries of such Lot and the paved portion of any streets or roads on which such Lot borders in a well maintained, safe, clean and attractive condition. An owner is not required to landscape or water such area, but the Owner promptly shall remove all litter, trash, refuse and waste therefrom and regularly mow all grasses and weeds located thereon.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1. **Duration.** This declaration and covenants and restrictions set out herein shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by every owner, including Declarant, and its respective legal representatives, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing until January 1, 2062 after which

time and said covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided as provided in Section 2 herein below.

SECTION 2. **Amendments.** The covenants, conditions, and restrictions of the declaration may be amended or terminated only as follows:

- a. BY THE OWNERS: This declarations may be amended or terminated only by the affirmative vote of the owners of not less than two-thirds (2/3) of the total number of Lots. Each Lot shall entitle to a single vote, and in case there are multiple Owners of a Lot, that Lot's vote shall be cast as determined by the majority of the Owners.
- b. BY THE DECLARANT: For so long as Declarant remains the owner of the majority of the Lots, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joined or consent of any party, to amend this Declaration by any instrument in writing duly executed, acknowledged and filed of the record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the declaration, and shall not impair or materially adversely affect the vested property or other rights of any owner.

SECTION 3. **Enforcement.** Enforcement of the covenants and restrictions contained herein shall by any proceeding at law or in equity against any person violating or attending to violate any covenant or restriction, either to restrain violation or to recover damages. Failure by the Declarant or any other Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. Declarant shall have no special obligation to any owner to enforce any of the covenants and restrictions contained in this instrument, and any Owner or owners aggrieved by any violation or alleged violation of these covenants and restrictions shall be responsible for enforcing the same (provided that Declarant shall have the right to join in such enforcement in the event Declarant, in Declarant's sole discretion, elects to do so).

SECTION 4. **Additional Restrictions.** Declarant may make additional restrictions applicable to any Lot by appropriate provision in the deed conveyed such Lot to the Owner, without otherwise modifying the general plan set forth herein, and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed in the same manner as if set forth at length herein.

SECTION 5. **Re-subdivision or Consolidation.** No lot shall be re-subdivided in any fashion to create a Lot having smaller dimensions than the platted Lot.

SECTION 6. **Serviceability of Provisions.** If any paragraph, section, sentence, clause or phrase of this declaration shall be or become illegal, null or void for any reason or shall be held by any court with competent Jurisdiction to illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect

and shall not be effected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

SECTION 7. **Notices.** Wherever written notice to an owner is permitted or required hereunder, such notice shall be given by mailing the same to such Owner at the address of such Owner designated in the Deed conveying a Lot or Lots to that owner, as recorded in the Lubbock county Clerk's office in Lubbock Texas, or to the address of the Owner shown in the records of the Lubbock Central Appraisal District in Lubbock, Texas or other governmental authority imposing or collecting ad valorem taxes on such Lot, such notice shall conclusively be deemed to have been given by placing same in the United States mail, properly addressed, whether received by the addressee or not.

SECTION 8. **Titles.** The titles, headings, and captions which have been used throughout this Declaration are for the convenience only and are not to be used in construing this Declaration or any part thereof.

SECTION 9. **Adjacent Property.** Declarant intends to develop certain property adjacent to or in the vicinity of the Lots. Such adjacent property may be subject to restrictions materially differing from those contained in this instrument. Nothing contained in this instrument shall be deemed to impose upon Declarant any obligations with respect to such adjacent property, including, without limitation, any obligation to enforce any covenants or restrictions applicable thereto.

EXECUTED as of the day and year first above written.

EVEREST INVESTMENT GROUP INC., A Texas Corporation

By _____

KIRITI SUVEDI, President

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on this ____ day of May, 2023, by KIRITI SUVEDI, President of EVEREST INVESTMENT GROUP INC. A Texas corporation, on behalf of said Corporation.

Notary Public, State of Texas