

RESTRICTIONS

LOTS 1-72, LOTS 73-142, LOTS 143-260 LOTS 261-327, LOTS 328-366 AND TRACT
"BAND LOTS 367-403 OF MELONIE PARK SOUTH

STATE OF TEXAS

KNOW ALL MEN BY
THESE PRESENTS:

COUNTY OF LUBBOCK

That pursuant to Paragraph C "AMENDMENT TO THE RESTRICTIONS" of RESTRICTIONS relating to lots 1-72, Lots 73-142, Lots 143-260, Lots 261-327, Lots 328-366 and Tract "B" and Lots 367-403 of MELONIE PARK SOUTH, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, 75% of the lot owners described in said RESTRICTIONS have signed an instrument amending the RESTRICTIONS on all of the above said lots, which amendment is set out in the instrument attached hereto. Said owners do hereby impress all of the said described property with the following covenants running with the land as follows:

A. BUILDING AND USE RESTRICTIONS

1. The buildings and structures located in this addition on numbered lots shall be used for residential purposes only, as specifically set forth herein, and the necessary outbuildings in connection therewith. The term "outbuilding" shall include only an attached garage or other facilities used only for the convenience of the occupants, and children's playhouses, game rooms, or buildings of like nature for the convenience and pleasure of the occupants of the dwelling.

2. All residences constructed on Lots 1-72, Lots 73-142, Lots 143-260, Lots 261-327, Lots 328-366 and Tract "B", and Lots 367-403 inclusive, shall contain a minimum of 2,000 square feet of floor space, exclusive of garages and porches, with the exception that Lots 1-17 and Lots 367-403 shall contain a minimum of 1,800 square feet of floor space, exclusive of garages and porches, and all said Lots shall be limited to single family residences only except as hereinafter provided.

3. All split-level or two-story houses shall be required to have a minimum square footage of 1,500 feet of floor space, exclusive of garages and porches, on the ground floor level, with the exception that Lots 367-403 shall be required to have a minimum square footage of 1,400 feet of floor space, exclusive of garages and porches, on the ground floor level, and all such houses shall be required to have

the total square footage of a minimum of 2,000 square feet of floor space or 1,800 square feet of floor space, as set forth above.

3-A. All residences constructed on Lots 245-260 inclusive, and Lots 363-366 inclusive, shall be limited to one single-family residence or to one two family residence (duplex) only. Every single-family residence on said Lots 245-260 inclusive, and Lots 363-366 inclusive, shall conform to the square footage requirement of floor space as Lots 143-244 inclusive, and Lots 328-362 inclusive. Every duplex shall contain a minimum of 2,400 square feet of floor space (1,200 square feet per family unit for duplexes), exclusive of garages and porches.

3-B. Tract "B" shall be designated as property set-aside for apartment units. Usage's of the apartments shall be the same as numbered lots, otherwise, the only restrictions applying thereto are the zoning ordinances of the City of Lubbock, Texas.

4. All residences shall have double garages attached to the main dwelling sufficient in size to provide for two automobiles. All- areas shall be constructed of materials of a like nature of the residence to which they are attached, and in particular, the roof shall comply with the restrictions herein. No carports or single car garages shall be permitted on lots.

5. No lot shall ever be resubdivided into lots smaller than those shown on the recorded plat, except that a building site may be assembled from a portion of two or more lots, in which case the combined total width of such portions shall be at least equal to the width of the narrowest lot in this addition.

6. No noxious or offensive trades shall be carried on upon any lot in said addition, nor shall anything be done thereon which may become a nuisance to the neighborhood.

7. No garage or other outbuilding erected on any lot of the addition, and no basement, trailer, tent or shack or other building or shelter erected or located thereon, shall ever be used as a residence. This restriction, however, shall not apply to bona fide servant's quarters occupied by domestic servants of any owner or tenant of such plot or residence.

8. No residence dwelling or other building or any part of any other building may be moved from outside of this addition onto a lot in

this addition.

9. No horses, cows, chickens, or livestock of any kind, other than household pets shall ever be permitted to be kept on any lot of this addition.

10. All residences constructed on these lots shall have at least 75% of all exterior walls (exclusive of openings for doors, windows, etc.) of masonry construction. "Masonry construction" shall mean either brick or stone, it being intended hereby to prohibit concrete blocks or stucco, as well as asbestos shingles used as siding. No residences shall be built on any of these Lots with a roof of crushed stone, marble, or gravel, it being intended that said roofs shall be built with wood shingles, including woodshake shingles, and to include simulated woodtone composition shingles or 300 pounds or more of a better material.

11. Every residence building erected upon any lot in this addition shall be located so that it will front the street upon which said lot faces. No building or any part of any building or any porch or extension of said building shall be located closer to the front property line than twenty-five (25) feet. Likewise, no building or buildings shall be located closer than five (5) feet to any side property line; and provided further that no building or buildings located on any corner lot shall be located closer to a side street or public right of way than ten (10) feet to the said property line.

12. No fences, walls, hedges, or structures of any kind shall be placed nearer to any street than twenty-five (25) feet.

13. No home beauty shops or home barber shops shall be allowed. Further, no occupations of any kind shall be allowed which require any structural alterations in any building or room upon the premises, or require the installation of machinery or equipment other than customary to the normal household operation, or require stocks in trade being kept and sold on the premises, or require exterior storage of equipment or materials. Any such occupations or activities shall be considered as noxious or offensive trades, and a nuisance.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot in size advertising for sale or rent, or signs used by building contractors to advertise the property during construction and sale periods.

Connections including, but not limited to gas, water, electricity, telephone, cable television systems or any poles, wires, cables, conduits. On pipes used in connection therewith, located in any of the streets, alleys or upon any portion of the addition herein, as shown on the plat of said subdivision, shall be underground except that fire plugs, gas meters, supply pressure regulators, electric service-pedestals and pad-mount transformers, and street lights may be located above ground -only where necessary to furnish the service required by the use of any such utilities. In no event shall any poles (other than for street lights and those specifically heretofore designated herein) exist or extend above the ground, and any such poles for street lights shall be used for street light purposes only, and no wires or transmission lines to or from such street lights shall extend above the ground.

16. These restrictions and restrictive covenants are made for the benefit of any and -all persons who now may own or who may hereafter own property in said subdivision and addition and such persons are specifically given the right to enforce these restrictions.

17. Should any one or more of any of the covenants, restrictions, or provisions set forth herein be invalidated by judgment or court order or in any other manner, such invalidation shall in no wise affect any of the other covenants, restrictions, or provisions hereof, which shall remain in force and effect.

18. All lots and all improvements on all lots shall be kept free of trash and debris and shall be maintained in such a manner as to create a sightly appearance.

B. MELONIE PARK SOUTH HOMEOWNER'S ASSOCIATION

In addition to and cumulative of those restrictions herein above impressed upon said subdivision (excluding Tract "B") and for the benefit of the present and future owners of said lots platted as Lots 1-403 inclusive, MELONIE PARK SOUTH, All ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, and to be platted in the future, contiguous hereto and designated as lots in Melonie Park South by State Savings and Loan Association of Lubbock, and the Melonie Park South Homeowner's Association, a corporation, organized and chartered under the Non-profit Corporation Act of the State of Texas;

1. Definitions:

(a) "Association" shall mean and refer to Melonie Park South Homeowner's Association, a duly incorporated Texas non-profit corporation, its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 2.

b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

c) "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

d) "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the owners. The Common Area will be deemed, free and clear of encumbrances to the Association subject to approval by the City of Lubbock.

e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and unnumbered tracts reserved for commercial areas.

f) "Declarant" shall mean and refer to STATE SAVINGS AND LOAN ASSOCIATION OF LUBBOCK: its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of Development.

2. Maintenance Assessments:

Subject to the further provisions of Paragraph 13, State Savings and Loan Association of Lubbock and the Lot owners who have signed this declaration impose on each residential lot owned within the property and hereby covenant and each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: 'Annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees. shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with Interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such lot. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by State Savings and Loan Association of Lubbock for the purpose of securing payment of said charge assigned to the Melonie Park South Homeowner's Association without recourse on State Savings and Loan Association of Lubbock in any manner for the payment of said charge and indebtedness.

3. Purpose of Assessments:

Subject to the further provisions of Paragraph 13, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area, if any. The proceeds of the regular annual assessment shall not be used to reimburse State Savings and Loan Association of Lubbock for any capital expenditures incurred in the construction of the recreation facilities.

4. Maximum Annual Assessments:

Until January 1, 1973, the maximum annual assessment shall not exceed Fifty Dollars (\$50.00) per lot per year.

~~(a)~~ From and after January 1, 1973, the maximum annual assessment may be increased each year
not

more than three (3%) per cent above the maximum assessment for the previous year up to Ninety-Six Dollars (\$96.00) without a vote of the membership. This increase may be cumulative.

(b) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

5. Owner's Easement of Enjoyment:

Subject to the further provisions of Paragraph 13, every owner of a lot which is subject to assessment, shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right of use of the recreational facility by an owner; to suspend any other service provided by the Association for an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

(c) The right of the Association to collect and disburse those funds as set forth in Paragraph 2.

6. Delegation-of -Use:

Subject to the further provisions of Paragraph 13, any owner of a lot which is subject to assessment may delegate in accordance with the by-laws his right of enjoyment to the common area and facilities to members of his family, tenants or contract purchasers who reside on the property.

7. Membership and voting rights:

Subject to further provisions of paragraph 13, every owner of a lot which is subject to assessment shall be a member of the association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Members shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determined, but shall in no event more than one vote be cast with respect to a lot.

8. Rate of Assessment:

Subject to the further provisions of Paragraph 13. All lots in Melonie Park South shall commence to bear their applicable maintenance fund Assessment simultaneously and lots owned by State Savings and Loan Association of Lubbock are not exempt from assessment. Lots which are occupied by residents shall be subject' to the annual assessment determined by the Board of Directors (according to Paragraphs 4 and 9). Lots which are not occupied by a resident and which are owned by State Savings and Loan Association of Lubbock, a-builder, or a building company, shall be assessed at the rate determined by the Board of Directors of the Association, but in no ease small the rate exceed one-half of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupance by a resident change. The applicable assessment for such a lot shall be pro-rated according to the rate required of each type of ownership.

9. Date of Commencement of Annual Assessments Due Date:

The annual assessments provided for herein shall commence at such time as the Directors of the Melonie Park South Homeowners Association determine that the lots are completed and ready to build on (that is, when the lots have been finished graded and all utilities have been installed). The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject there to. A new resident shall be required to pay his pro-rata share of current annual assessment at the time he acquires title to the property

from the Seller. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

10. Effect of Non-Payment of Assessment Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) per cent per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner subject to the assessments may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

11. Subordination of lien:

The lien of the assessment provided for herein shall be subordinate to the bona fide lien of any first mortgage, or any bona fide mortgage for purchase price or improvements. The sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

12. Enforcement:

The Association or any owner subject to the assessments provided for herein shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges heretofore, now or hereafter imposed by the provisions of these restrictions. Failure by the Association or by any said owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

13. Single Family Dwellings Only:

It is specifically provided that the maintenance assessments provided for herein shall be imposed only on lots and owners of lots used for single family residences only. It is further provided that only owners of lots used for single family residences shall have the right and easement of enjoyment provided for in Paragraph 5 above and

the right of delegation of use provided for in Paragraph 6 above and the membership and voting rights provided for in Paragraph 7 above.

14. Severability:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

C. AMENDMENT TO THE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. The declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any Amendment must be recorded.

WITNESS THE EXECUTION HEREOF on this the 7th day of March,
1983.

MELONIE PARK SOUTH HOMEOWNERS
ASSOCIATION

BY:

THE STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on March 7, 1983, by PHILIP McNABB,
President of Melonie Park South Homeowners Association,