

***FIRST AMENDED AND SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
ON AND FOR THE RIDGE***

This First Amended and Supplementary Declaration of Covenants, Conditions, and Restrictions (the "First Supplementary Declaration") is made this 25TH day of July, 2017, by SWLLD, LLC, a Texas limited liability company (sometimes referred to herein as the "Declarant").

RECITALS:

1. Declarant executed a Declaration of Covenants, Conditions, Restrictions, and Easements (the "Declaration") on May 6, 2015, applicable to certain real property described in Exhibit "A" thereto and located in the County of Lubbock, State of Texas (said property being Lots 1 through 37, THE RIDGE, an Addition to the City of Lubbock, Lubbock County, Texas, a portion of Section 22, Block AK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Clerk's Document No. 2015014494, of the Official Public Records of Lubbock County, Texas and Lots 38-58, THE RIDGE, an Addition to the City of Lubbock, Lubbock County, Texas, a portion of Section 22, Block AK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Clerk's Document No. 2015014492, of the Official Public Records of Lubbock County, Texas. The Declaration was filed of record in Clerk's Document No. 2015015256, of the Official Public Records of Lubbock County, Texas.

2. The property described in the Declaration and in this First Supplementary Declaration is herein referred to as the "Property."

3. Article II, Section 2 of the Declaration permits the Declarant (without the joinder and consent of any person or entity) to add or annex additional real property to the scheme of the Declaration, within the "Development Period" (as "Development Period" is defined in the Declaration), by filing of record an appropriate enabling declaration, generally similar to the Declaration, extending the scheme of the Covenants (as "Covenants" is defined in Article I of the Declaration) to such additional property. Article II, Section 2 of the Declaration further provides that the enabling declaration related to the additional property may contain such complementary additions and modifications of the Covenants as may be necessary to reflect the different character, if any, of the added properties, provided that such additions and modifications are consistent with the concept and purpose of the Declaration. In addition, Article X, Section 5. (d) of the Declaration allows the Declarant, during the Development Period, to amend the Declaration, unilaterally, for any purpose.

4. Declarant desires to add additional property (the "Additional Property") as described on **Exhibit "A"** to this First Supplementary Declaration (being Lots 59 through 81, inclusive, THE RIDGE, an Addition to the City of Lubbock, Lubbock County, Texas); and, Declarant desires that the Additional Property described on **Exhibit "A"** to this First Supplementary Declaration shall be added to the scheme of the Declaration, subject to the modifications and amendments as contained within this First Supplementary Declaration, pertaining to said Additional Property.

Declarant further desires to amend the Declaration as set forth herein, with said amendments being applicable to the Additional Property. The Development Period continues in effect, and Declarant is entitled to make this First Supplementary Declaration without the joinder or consent of any other person or entity. As used in this First Supplementary Declaration, the "Declaration" shall mean not only the Declaration, but also this First Supplementary Declaration and any other amendments or supplements to the Declaration which may in the future be filed in the Official Public Records of Lubbock County, Texas.

I. SUPPLEMENTARY DECLARATION

NOW, THEREFORE, SWLLD, LLC, Declarant, hereby declares as follows:

A. That the Additional Property described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration (the Declaration being incorporated herein by reference for all purposes as modified herein), and subject also to those documents as described in the Declaration and on **Exhibit "A.1"**; and,

B. That certain provisions of the Declaration are hereby modified or supplemented as hereinafter set forth, which modifications and/ or supplements shall be applicable to the Property and/ or the Additional Property as indicated in this First Supplementary Declaration.

II. SUPPLEMENT TO THE DECLARATION

A. The following provisions shall be applicable to the Additional Property (the "Additional Property" being Lots 59 through 81, herein designated as Garden Home Lots) as set forth in Zoning Ordinance 2016-00146 as passed by the City Council of the City of Lubbock, Texas on second reading on October 13, 2016:

1. ***Minimum Floor Space and Setback Requirements.*** Article VIII, Sections 2 (entitled "Minimum Floor Space") and 4 (entitled "Setback Requirements") of the Declaration, are amended to require the minimum floor space and setbacks as shown on **Exhibit "B"** attached hereto and made a part hereof for all purposes, said minimum floor space and setback requirements being applicable only to the Additional Property with the minimum floor space and setback requirements as shown on Exhibit "B" to the Declaration continuing to apply to Lots 1 through 58 of The Ridge.

2. ***Easements for Garden Home Lots.*** Lots 59 through 81, inclusive, of the Additional Property are hereby designated "Garden Home Lots;" and, the Declarant does hereby impose on the Garden Home Lots the hereinafter described easements to facilitate the construction, repair and maintenance of a Dwelling Unit on each Garden Home Lot, with the Dwelling Unit to be constructed on or near one of the side Lot lines (herein referred to as the "zero Lot line") as described under "Side Yard Setback" on **Exhibit "B"** to this Supplemental Declaration (all of said "zero Lot lines being "0" feet or "5" feet, as indicated on **Exhibit "B"**):

(a). **Access Easement.** The zero lot line for each of the Garden Home Lots shall be as indicated under "Side Yard Setback" on **Exhibit "B."** The side of each Garden Home Lot which is opposite of the zero lot line is imposed with the ten foot (10') setback shown on **Exhibit "B,"** five feet (5') of which constitutes an access easement for the benefit of the adjoining Garden Home Lot Owner, for the purposes of construction, maintenance or repair of the adjoining Garden Home Lot Owner's exterior side wall or fence. The five-foot access easement herein described is intended to comply with the City of Lubbock Zoning Ordinance, Section 40.03.3103 (b)(6), which requires that when garden homes are constructed with a zero side yard, five feet on the lot adjacent to the zero lot line setback shall be dedicated as an access easement for the zero setback garden home. Each Garden Home Lot Owner must replace, at the repairing Lot Owner's expense, any fencing, landscaping or other items of the adjoining Lot Owner that may be disturbed during any construction or repair. The access easement, when utilized for the purposes herein described, must be left clean and neat and any items removed must be replaced in a good and workmanlike manner with items of equivalent or better quality as those replaced. Each Garden Home Lot Owner must notify the adjacent Lot Owner of his or her intent to do any construction or maintenance at least five (5) days before work is started in order that the adjacent Lot Owner may, at his or her option, remove any landscaping and/ or other improvements; however, if such repairs are of an emergency nature (meaning that property damage or personal injury is imminent if such repairs are not immediately made) and the notice required by this paragraph cannot reasonably be given, then the Garden Home Lot Owner making the repairs will provide the adjacent Lot Owner with as much advance notice as is possible under the emergency circumstances. Once repairs are commenced, the repairs will be completed as expeditiously as possible, and there shall be no prolonged stoppages of construction.

(b). **Eave Overhang Easement.** Because each Dwelling Unit constructed on a Garden Home Lot will be constructed directly on or near the zero Lot line, the eave of each Dwelling Unit on a Garden Home Lot may extend or "hang" past the Lot line onto the five foot (5') access easement described above in Article II.A.2. (a) of this Supplemental Declaration; however, said overhang of the eave shall not exceed two feet (2') past the zero Lot line. Declarant does hereby impose on each Garden Home Lot an aerial eave overhang easement and drainage easement in favor of the Garden Home Lot Owner adjoining said Garden Home Lot, with said easement being imposed on the five foot access easement described in Article II.A.2. (a) of this Supplemental Declaration (subject to the two foot limitation as described above in this paragraph).

3. **Extension of Zero Lot Line Wall.** On each Garden Home Lot, the Owner shall extend the wall of the Dwelling Unit constructed on the zero lot line, such that the wall will run from the rear line of the Dwelling Unit to the rear property line of the Lot, thus creating a "fence" for use by the Owner of the adjoining Garden Home Lot. The fence to be constructed from the rear of the Dwelling Unit to the rear property line of the Lot shall be seven feet in height, and

unless otherwise approved by the Architectural Review Committee, shall be of the same brick as used on the Dwelling Unit from which the wall is extended. The ARC may grant variances to this wall extension requirement depending on the specific features of each Lot. The extended wall shall be located on the side property line of the Owner extending the wall and shall be considered such Owner's Improvement. The adjoining Garden Home Lot Owner may use the extended wall as a fence, but such adjoining Owner will not attach anything to the wall, or make any changes to the wall, without the consent of the Owner to which the wall is attached.

4. ***Roofing Design, Materials and Pitch.*** Article VIII, Section 2 (b) of the Declaration is amended to require that the roof pitches shall be 8/12 for the dwelling unit and attached garage portions of the house unless approval in writing, on a case-by-case basis, is granted by the ARC. All other conditions relating to roofing design, materials and pitch stated in the Declaration shall continue to apply to Lots 1-58, inclusive, of The Ridge.

III. GENERAL PROVISIONS

A. ***Recitals are Part of First Supplementary Declaration.*** The Recitals to this First Supplementary Declaration are an integral part of this First Supplementary Declaration and are part of this document for all purposes.

B. ***Defined Terms.*** Certain words and phrases used in this First Supplementary Declaration, as indicated by capitalization, are defined in the Declaration, and all of said words and phrases as defined in the Declaration shall have the same defined meaning when used in this First Supplementary Declaration, and said definitions are incorporated herein by reference.

C. ***Ratification of the Declaration.*** The Declaration except as expressly modified and supplemented herein, remains in full force and effect and is hereby ratified and confirmed.

JOINDER OF LENDER

FIRST BANK AND TRUST CO., holder of liens of record against the Additional Property owned by Declarant (as well as the Property described in the Declaration which is owned by Declarant and which has not previously been released), joins in this First Supplementary Declaration for the purpose of showing its assent to said First Supplementary Declaration, as set out herein, and does hereby agree to the Declaration, and this First Supplementary Declaration, and agrees to be bound thereby, and agrees that any foreclosure of its liens shall be subject to the Declaration and this first Supplementary Declaration.

EXECUTED as of the day and year first written above.

DECLARANT:

SWLLD, LLC, a Texas limited liability company

By: _____

Print Name: THOMAS K. PAYNE

Title: MANAGER

LENDER:

FIRST BANK AND TRUST CO.

By: _____

Print Name: Greg Garland
President

Title: _____

THE STATE OF TEXAS {}
COUNTY OF LUBBOCK {}

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared Thomas K. Payne, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of SWLLD, LLC a Texas limited liability company, and that he executed the instrument on behalf of said entity for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on July 18, 2017.



Megan Moran
Notary Public, State of Texas

THE STATE OF TEXAS {}
COUNTY OF LUBBOCK {}

This instrument was acknowledged before me on the this 30th day of June, 2017, by Dreg Harland President of FIRST BANK AND TRUST CO., a state banking association, on behalf of said association.



Notary Public, State of Texas



EXHIBIT "A"
THE "ADDITIONAL PROPERTY"

Lots 59 through 81, inclusive, THE RIDGE, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Clerk's Document No. 2017026761 of the Official Public Records of Lubbock County, Texas.

EXHIBIT "A.1"
OTHER DOCUMENTS APPLICABLE TO THE "ADDITIONAL PROPERTY"

In addition to the Declaration, and to those documents referenced in the Declaration, the Additional Property is subject to the following documents and any amendments or supplements of said documents as reflected in the Official Public Records of Lubbock County, Texas, including any amendments or supplements made after the date of this First Supplementary Declaration:

1. Bylaws recorded in Document No. 2015017282 of the Official Public Records of Lubbock County, Texas;
2. Management Certificate recorded in Document No. 2015028271 of the Official Public Records of Lubbock County, Texas, and any future amendments of said Management Certificate.

EXHIBIT "B"
SETBACK REQUIREMENTS

Each Dwelling Unit will face the street which abuts the front of the Lot upon which the Dwelling Unit is to be situated. All Dwelling Units and Structures located on any Lot must conform to the setback requirements as established from time to time by the City of Lubbock, Texas, including but not limited to the requirements set forth in Zoning Ordinance No. 7084, as amended in Ordinance No. 2014-00013, as passed by the City Council of the City of Lubbock, Texas on second reading on February 13, 2014 and Ordinance No. 2016-00162 as passed by the City Council of the City of Lubbock, Texas on second reading on November 3, 2016.

Additionally, these Setback requirements are herein amended to establish, as the "Zero Lot Line", the north property line of each of Lots 59-81, inclusive.

MINIMUM FLOOR SPACE REQUIREMENTS

In no event shall any Dwelling Unit constructed on Lots Fifty Nine (59) through and including Eighty One (81) have less than 1,800 square feet of air conditioned floor area. All other conditions applicable to minimum floor space, as stated in the Declaration, remain in full force and effect.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
07/25/2017 09:45 AM
FEE: \$58.00
2017026821