

Michael H Carper
c/o Western Title



STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions (“Amendment”) is made effective the 22nd day of October, 2024, by MILWAUKEE, LTD., a Texas limited partnership (“Declarant”).

WHEREAS, Declarant is the owner of a portion of that certain real property situated in Lubbock County, Texas described as follows:

Lots One (1) through Twenty-Eight (28), both inclusive and Tracts A-C, HIGHLAND TRAILS PHASE I, a Subdivision out of Section 23, Block D-5, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded September 17, 2021 under County Clerk File No. 2021048259, Official Public Records, Lubbock County, Texas (the “Property”).

WHEREAS, Vitruvian Development, LLC, a Texas limited liability company (“Vitruvian”) subjected the Property to the provisions of that certain Declaration of Covenants, Conditions and Restrictions (the “Original Declaration”) dated September 7, 2021 and recorded under County Clerk File Number 2021048260 of the Official Public Records, Lubbock County, Texas;

WHEREAS, Vitruvian assigned its rights under the Declaration to the Declarant by that one certain Assignment of Declarant Rights (the “Assignment”) dated June 2, 2023, and recorded under simultaneously herewith in the Official Public Records of Lubbock County, Texas;

WHEREAS, Declarant executed a First Amendment to Declaration of Covenants, Conditions and Restriction (the “First Amendment”) dated June 2, 2023, recorded under County Clerk File No. 2023020577, Official Public Records, Lubbock County, Texas;

WHEREAS, Declarant executed a Second Amendment to Declaration of Covenants, Conditions and Restriction (the “Second Amendment”) dated June 14, 2024, recorded under County Clerk File No. 2024024558, Official Public Records, Lubbock County, Texas;

WHEREAS, the Original Declaration, Assignment, First Amendment and Second Amendment are collectively referred to herein as the “Declaration”;

WHEREAS, pursuant to Section 20 of the Declaration, the restrictive covenants may be amended by the owners of record of seventy-five percent (75%) of the Property subject to the Declaration; and

WHEREAS, the Declarant is the owner of more that seventy-five percent (75%) of the Property and desires to amend the Declaration.

NOW THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Recitals Incorporated. The Recitals above are hereby incorporated into and made a part of this Agreement.
2. Definitions. All defined terms used herein without definition shall have the meaning ascribed thereto in the Declaration.

3. Amendment.

- a. Section 5 of the Declaration is hereby deleted in its entirety and is amended to read as follows:

Each residence shall have landscaping complying with "Smartscape" principles. If an automatic sprinkler system is installed, Each such system shall have a low mist automatic sprinkler system equipped with a rain sensor and utilizing underground drip systems in any flowerbeds. Only native and adaptive plants, turf grasses and trees promulgated by Texas Smartscape for the West Texas region and/or included as water-wise plant recommendations by the Lubbock Master Gardeners Association, may be utilized in the landscaping; accordingly, all varieties of fescue are specifically prohibited. In addition, the landscaping in the front yard of each residence shall include at least one (1) tree. Any damaged or dead trees must be replaced within ninety (90) days, weather permitting, with a similar tree.

- b. Section 7 of the Declaration is hereby deleted in its entirety and is amended to read as follows:

As to all yard and building setback requirements, such shall comply with the minimum requirements as promulgated by the City of Shallowater, Texas. For purposes of complying with the building setback requirements, eaves, steps and open porches shall not be considered as a part of the residence, but this shall not be interpreted as permitting encroachment on another lot. Notwithstanding the foregoing, all residences shall be placed (i) a minimum of thirty feet (30') from the front property line of the lot, (ii) a minimum of twenty feet (20') from the rear property line of the lot, and (iii) a minimum of ten feet (10') from the property line of each lot on each side of such residence.

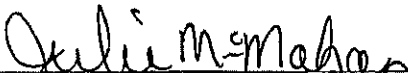
4. Integration. Except as provided for herein, the Declaration is in full force and effect and is hereby ratified and confirmed. In the event of any inconsistency of this Amendment and the Declaration, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the day and year first written above.

DECLARANT:

MILWAUKEE LTD., a Texas limited partnership

By: **GEORGE McMAHAN DEVELOPMENT,
LLC, a Texas limited liability company, its
General Partner**

By: 
JULIE McMAHAN, Authorized Agent

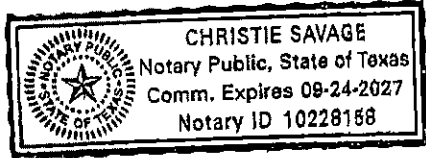
[ACKNOWLEDGMENT FOLLOWS]

STATE OF TEXAS

COUNTY OF LUBBOCK

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Acknowledged before me, the undersigned notary, on this 24th day of October, 2024, by JULIE McMAHAN, Authorized Agent of GEORGE McMAHAN DEVELOPMENT, LLC, a Texas limited liability company, General Partner of MILWAUKEE, LTD., a Texas limited partnership, in the capacity therein stated.



Christie Savage

Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
10/25/2024 09:54 AM
FEE: \$33.00
2024042747

