

DEED  
OF  
RESTRICTIONS

LAKE RANSOM CANYON

RESTRICTIONS  
LAKE RANSOM CANYON

THE STATE OF TEXAS    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF LUBBOCK

WHEREAS, CRAIGMONT BUILDING CO., a duly incorporated Texas corporation, hereinafter referred to as "Developer", is the record owner of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as LAKE RANSOM CANYON ADDITION to the COUNTY OF LUBBOCK, TEXAS, according to the map and plat thereof, filed for record in the office of the County Clerk of Lubbock County, Texas on the 2<sup>nd</sup> day of September, 1965; and recorded in Volume 1051, Page 631 through 637 of the Deed Records of Lubbock County, Texas, to which map and plat and the record thereof reference is here made for all pertinent purposes;

NOW THEREFORE, CRAIGMONT BUILDING CO. does hereby dedicate said property in accordance with the dedication appearing upon said map and plat and agrees that the land shown to be subdivided into numbered lots and designated tracts according to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property and said subdivision as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each contract, deed and lease, as though fully incorporated therein, whether referred to or not in said instruments. The restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and plat and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

**1. Reservations.** There is hereby reserved unto Developer, its successors and assigns, the exclusive right and easement into the streets shown on the recorded plat of the said subdivision, and into the area on the said plat designated as "easement", to lay, construct, maintain, operate and remove utility lines (including, but without limitation thereto, water lines, sewer lines, gas lines, telephone lines and electric lines), and further, there is reserved the exclusive right and easement to grant franchises and

easements to utility owners to lay, construct, maintain, operate and remove utility lines in said streets and areas designated as easements on said plat.

The property owners association hereinafter referred to as "RANSOM CANYON PROPERTY OWNERS ASSOCIATION" shall have the right, but not the obligation, to maintain reserves and easements in the same manner as other recreational areas in the subdivision or any other portion of LAKE RANSOM CANYON ADDITION now or hereafter platted.

**2. Land Use and Building Type.** None of the numbered lots set forth on said map or plat or improvements erected thereon shall be used for anything other than private single family residential purposes and no part thereof shall be used for business or commercial purposes of any nature whatsoever. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof. All residences and other buildings must be new buildings and must be constructed from new materials, provided, however, that used brick may be used in construction of a new residence. **No round poles or beams, or any semblance thereof may be used in the construction of residences or other buildings.**

**3. Temporary Structures.** No tent, lean-to, house trailer, or other temporary portable building, shack of any character shall be constructed or placed on any of the said lots. No structure, other than a single family residence, and other than a new structure constructed from new materials designed and constructed for use by a single family, garages and other structures as may be suitable and proper for the use and occupancy of said residences as a single family dwelling, shall be constructed on any lot, nor shall any residences constructed thereon be converted or thereafter used as a duplex, apartment house or any form of multiple family dwelling nor shall any residences on separate lots be advertised for use or used as a hotel, tourist cottage or cottages or as places of abode for transient persons, nor shall any structure or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon.

**4. Building Lines and Setbacks.** All residence buildings shall face upon the street adjacent thereto, and building on a corner lot shall face the street adjacent to the end of the lot with the shortest length. No building shall be located on its respective lot so that the distance from the side of the building to its respective side lot line is less than five (5) feet, nor shall it be so located that the sum of distances from both sides to their respective lot lines is less than fifteen (15) feet. No building shall be located on its respective lot nearer than thirty-five (35) feet to the front curb of the street nor nearer than five (5) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No fence, wall, hedge or shrub shall be erected, placed, or altered on any lot more than six

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(6) feet in height, nor nearer the front of any lot than the point at which an extension of the front of the building intersects with each respective side lot line, except that decorative fences and vegetation not more than eighteen (18) inches in height may be erected forward of said point; and in no event shall there be any fence or wall erected, placed or altered to obstruct the view of any part of the front side of the building from the street that building faces. Retaining walls, where necessary, to preserve the natural topography will be permissible. The restrictive covenants in this paragraph may be altered or modified or exceptions granted thereto by the Architectural Control Committee, hereinafter established, when in its judgment the topography requires alteration of the requirements of the building, provided, however that the general scheme of the residential planning is not disturbed. However, nothing herein shall be construed to prohibit an owner of one lot and a contiguous part of an adjoining lot or two or more contiguous lots from constructing a home site dwelling located centrally on his lots. In such a case, the block of owned contiguous lots and portions thereof shall be considered as one lot for the purposes of the restrictive covenants in this paragraph. No lot shall be divided into smaller tracts to result in increasing the number of building lots, except that Lot Twenty-one (21), in Block Five (5) may be subdivided into no more than three (3) lots.

**5. Easements.** Easements for installation and maintenance of private access roads, utilities and drainage facilities as reflected by said map or plat will be and are hereby reserved to CRAIGMONT BUILDING CO., INC.

**6. Nuisances.** No noxious or offensive facilities shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

**7. Oil and Mining Operations.** No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract or lot nor shall oil wells, tanks or excavations of any kind be permitted upon any tract. No derrick or like structure designed for use or capable of use in exploring for oil, gas or other minerals shall be erected, maintained or permitted upon any tract.

**8. Garbage and Sewage Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste materials shall be kept only in sanitary containers and all sanitary containers and incinerators shall be kept in a clean and sanitary condition. No sewage will be drained into any ditch, canal, bay or other public water course or lake. The digging of dirt or the removal of any dirt or sand from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot, but no fill material which will change the grade of the lot shall be placed thereon without approval in writing of the Architectural Control Committee. **The owners or occupants of all lots in the subdivision shall at all times keep all weeds and grass thereon and on adjacent easements cut in a sanitary, healthful and attractive manner and shall in no event permit**

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the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, either Developer or Ransom Canyon Property Owners Association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot or easement, cut or cause to be cut, such weeds and grass, remove or cause to be removed such garbage, trash, rubbish and other materials so as to place said lot in a neat, attractive, healthful and sanitary condition, and **may bill either the owner or the occupant, as the case may be; and the owner or occupant agrees** by the purchase or occupation of any lot in the subdivision **to pay the cost of any such work immediately** upon receipt of a statement or invoice covering same. Septic tanks and private water wells may not be constructed or used after such time as water and sewage services are available to the home site by Yellowhouse Water Control and Improvement District, at its standard rates.

**9. Architectural Control.** No building or any type structure shall be erected, placed or altered in any lot until the construction plans and specifications and plot plans showing the location of the structure has been approved by the Architectural Control Committee, herein established, as to the quality of workmanship, materials, harmony of external design with existing structures and as to the location with respect to topography and finished grade elevation. The Architectural Control Committee shall consist of three (3) persons to be designated by Developer who will serve for a period of ten (10) years.

The initial Architectural Control Committee is composed of Jack W. Gibson, Walter M. Mischer, and Fred E. West. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the Committee or to withdraw the subdivision from the Committee or restore to it any of its powers and duties. Each owner shall have one vote per lot owned.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in that event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and full compliance with the related covenants shall be deemed to be satisfactory. The residence or building, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

The Committee's decision in such approval or disapproval is final and its criterion for such decision includes, but is not limited to the above mentioned factors. In cases of disapproval, the Committee will state its

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objections in writing and the reasons for such, and will offer recommendations for curing the same.

**10. Dwelling Size.**

(a) The following restrictions on dwelling size shall apply to the lots on the plat located within **Block 1**:

No structure shall be built on lots 61 through 77, all inclusive, with more than one floor level or story.

All main structures containing only one ground story, or level shall have a floor area of no less than Eleven Hundred (1100) square feet, exclusive of open porches, decks and garages.

All main structures containing only one and one-half stories or levels shall have a ground floor area of no less than Seven Hundred (700) square feet and an upper floor area of no less than Five Hundred (500) square feet, exclusive of open porches, decks and garages.

All main structures containing two stories or levels shall have a ground floor area of not less than Seven Hundred Fifty (750) square feet and an upper floor area of no less than Five Hundred Fifty (550) square feet, exclusive of open porches, decks and garages.

(b) The following restrictions on dwelling size shall apply to the lots on the plat located within **Block 2**:

There shall be no structures constructed on Block 2 with more than one floor level extending above the ground level of Canyon View Drive, provided, however, that this is not to be construed to prohibit split level home site dwellings that extend downward from the ground level of Canyon View Drive.

All main structures shall have a floor area of no less than Thirteen Hundred (1300) square feet, exclusive of open porches, decks and garages.

(c) The following restrictions on dwelling size shall apply to the lots on the plat located within **Blocks 3 and 6**:

All main structures containing only one ground story, or level shall have a floor area of no less than Thirteen Hundred (1300) square feet, exclusive of open porches, decks and garages.

All main structures containing only one and one-half stories or levels shall have a ground floor area of no less than Nine Hundred (900) square feet and an upper floor area of no less than Five Hundred (500) square feet, exclusive of open porches, decks and garages.

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All main structures containing two stories or levels shall have a ground floor area of no less than Eight Hundred (800) square feet, and an upper floor area of no less than Seven Hundred (700) square feet, exclusive of open porches, decks and garages.

(d) The following restrictions on dwelling size shall apply to the lots on the plat located within **Block 4**:

All main structures containing only one ground story, or level shall have a floor area of no less than Eleven Hundred (1100) square feet, exclusive of open porches, decks and garages.

All main structure containing only one and one-half stories or levels shall have a ground floor area of no less than Seven Hundred (700) square feet and an upper floor area of no less than Five Hundred (500) square feet, exclusive of open porches, decks and garages.

All main structures containing two stories or levels shall have a ground floor area of no less than Seven Hundred Fifty (750) square feet, and an upper floor area of no less than Five Hundred Fifty (550) square feet, exclusive of open porches, decks and garages.

(e) The following restrictions on dwelling size shall apply to the lots on the plat located within **Block 5**:

There shall be no structures constructed in Block 5 with more than one story or floor level. All main structures in this block shall have a floor area of no less than Thirteen Hundred (1300) square feet, exclusive of open porches, decks and garages.

(f) The following restrictions on dwelling size shall apply to Lots 1 through 9, all inclusive, located within **Block 7**:

All main structures containing only one ground story, or level shall have a floor area of no less than Eleven Hundred (1100) square feet, exclusive of open porches, decks and garages.

All main structures containing only one and one-half stories or levels shall have a ground floor area of no less than Seven Hundred (700) square feet and an upper floor area of no less than Five Hundred (500) square feet, exclusive of open porches, decks and garages.

All main structures containing two stories or levels shall have a ground floor area of no less than Seven Hundred Fifty (750) square feet, and an upper floor area of no less than Five Hundred Fifty (550) square feet, exclusive of open porches, decks and garages.

(g) The following restrictions on dwelling size shall apply to Lots 10 through 21, all inclusive, located within **Block 7**:

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There shall be no structures constructed on Lots 10 through 21, all inclusive, in Block 7 with more than one floor level extending above the ground level of Ridge Road, provided, however, that this is not to be construed to prohibit split level home site dwelling that extend downward from the ground level of Ridge Road.

All main structures shall have a floor area of no less than Thirteen Hundred (1300) square feet, exclusive of open porches, decks and garages.

**11. Signs.** No sign, billboards, posters or advertising devices of any character shall be erected on any tract except that one sign of not more than ten (10) square feet may be attached to property which is for sale or rent, and signs of no larger size may be used by a builder to advertise the property during construction and sales period. The right is reserved by, but no duty is to be imposed upon, Developer to construct and maintain such signs, billboards or other advertising devices as is customary in connection with the general sale of property in the area.

**12. Culverts.** Each tract or lot will be served by a driveway constructed over a culvert, if necessary, which will provide open drainage under the driveway through a 12 to 15 inch concrete pipe, the exact size to be determined by the Architectural Control Committee.

**13. Animals.** No horses, cows, sheep, goats, swine or livestock may be kept or bred on any of said lots except that dogs and cats, or other household pets, may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots.

**14. Property Owners Association.** Developer will organize or cause to be organized a non-profit corporation which will be organized for the purposes hereinafter mentioned and those purposes mentioned in its corporate charter and by-laws, and such corporation is hereinafter referred to for convenience of reference as "Ransom Canyon Property Owners Association." The purposes of the Ransom Canyon Property Owners Association shall be to maintain streets, canals, utilities, lakes and recreational areas; to administer the maintenance fund hereinafter mentioned and to establish rules and regulations for the use of canals, streets, lakes and other subdivision facilities, including but not limited to any club houses, swimming pools, lakes, parks and other subdivision facilities. The corporation shall have the right, but not the obligation to fulfill the aforesaid purposes. The membership of Ransom Canyon Property Owners Association shall be composed of all owners of home site lots in any section or replat of Lake Ransom Canyon Addition now or hereafter existing, each one of whom shall have one vote per lot owned.

**15. Maintenance Charge.** There is hereby imposed upon each residential lot owner in this subdivision, and each residential lot is subjected



to an annual maintenance charge not to exceed 0.6% of the original sales price of the lot at the time the lot is purchased from the Developer for the purpose of creating a fund to be known as Ransom Canyon Maintenance Fund, except as hereinafter stated, such maintenance charge shall be paid by each lot owner to Ransom Canyon Property Owners Association, as the custodian and administrator of such fund the first day of each calendar year; however, the accrued maintenance charge shall never be less than \$2.50 per month, nor more than \$5.00 per month. The foregoing charge shall not apply to Developer as owner of or holder of title to any such lots and such maintenance charge shall apply and begin to accrue against such lots only as and when the same are sold or leased by Developer and the maintenance charge provision shall not apply to any lot or lots purchased by any person, firm or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on and thereafter selling the said lots, but upon any sale of any such lot by such builder or upon the occupancy of any such lot whether sold or not, then the maintenance charge shall become effective and accrue against such lot or lots. It is further provided that any transfer of title to any lots by Developer to any person, firm or corporation succeeding it as Developer shall not be deemed a sale of any such lots for the purpose of the foregoing provisions and shall not cause the foregoing maintenance charge to attach to such lots so transferred. Developer reserves the right at all times to use its own judgment and discretion as to the exemption of any lot from said maintenance charge, and the exercise of such judgment and discretion when made in good faith shall be binding and conclusive upon all persons at interest. It is further provided that Ransom Canyon Property Owners Association shall have the right at any time to adjust, alter or waive said maintenance charge from year to year as in its judgment the maintenance needs of the various sections of Lake Ransom Canyon may require; moreover, Ransom Canyon Property Owners Association shall have the right at any time to discontinue and abandon such maintenance charge without incurring liability to any person whomsoever, by filing a written instrument in the office of the County Clerk of Lubbock County, Texas, declaring such discontinuance and abandonment.

Ransom Canyon Property Owners Association shall act as the custodian and administrator of said maintenance fund and shall have the right to collect, hold and expend any and all moneys paid or to be paid into said maintenance fund to carry out the provisions hereof. Ransom Canyon Property Owners Association shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such maintenance charge or any party thereof from any person or persons.

All funds collected from said maintenance charge from the various sections of Lake Ransom Canyon situated in Lubbock County, Texas, now or hereafter platted or replatted, may be pooled, merged and combined into a single maintenance fund, without regard to the amounts collected from each section, Ransom Canyon Property Owners Association may use such funds or any part thereof, as far as the same will go, towards safety and/or health projects; for developing, improving and maintaining any and all recreation or other areas which the owners and/or occupants of lots in any of

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the sections of Lake Ransom Canyon may be privileged or shall have the right to use regardless of who may own or the location of any such recreational or other areas, for improving and maintaining the streets, roads, lanes, canals, lakes, utilities, waterways, beaches or other facilities in any section of Lake Ransom Canyon now or hereafter created; for maintaining beach front areas and/or other recreational facilities; for providing various services to the owners and/or occupants of lots in the various sections of Lake Ransom Canyon, and in general for any and all purposes which Ransom Canyon Property Owners Association may consider to be of general benefit or useful to the owners and/or occupants of the lots in the various sections of Lake Ransom Canyon, including, but not in limitation therefor, the right to administer and provide for a garbage collection for the residents of Lake Ransom Canyon and to hire persons as employees to act as watchmen or guards, but Ransom Canyon Property Owners Association shall be under no duty to do any of the aforementioned acts. It being agreed and understood that the judgment of the Ransom Canyon Property Owners Association, as custodian and administrator of said maintenance fund, when exercised in good faith in the expenditure of said funds or any part thereof shall be binding, final and conclusive on all parties at interest. Ransom Canyon Property Owners Association shall not be entitled to any compensation for acting as custodian or administrator of said maintenance fund but shall be entitled to reimbursement for expenses of organization and other expenses incurred in good faith in connection with the exercise of its duties, powers and obligations hereunder.

The payment of the maintenance charge hereby imposed shall be secured by the Vendor's Lien which is hereby placed and imposed upon each and every lot in this subdivision which is subject to such charge and such lien shall and is hereby reserved and retained in favor of the Ransom Canyon Property Owners Association. However, the charge, levy and lien is hereby subordinated to any and all mortgages made by any lot owner for the permanent financing of homes or remodeling thereof. The maintenance charge hereby imposed shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be governed by the provisions contained herein for the extension or renewal or continuance thereof.

**16. Responsibility for Breach.** The terms and provisions hereof shall be binding upon Developer, its successors and assigns, and all persons claiming by, through or under Developer, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the same, provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

**17. Waiver.** The waiver of invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

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**18. Applicability.** This instrument of dedication and the restrictions and covenants herein contained relate to and affect the numbered lots designated on the subdivision map and plat herein referred to and described and, except as otherwise herein specifically provided, and except for the provisions of Paragraphs 1, 14 and 15 hereof relating to the use and ownership of same and the imposition of maintenance charge with respect to same, which paragraphs are hereby specifically made applicable thereto, shall not affect any areas described therein as "Reserve".

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons to maintain any appropriate legal action against anyone violating or attempting to violate any such covenants and in order to prevent him or them or it from so doing or to recover damages or to enforce any other remedy available for such violation or attempted violation. In addition, Ransom Canyon Property Owners Association shall have the right and authority to use any legal means available, and incur legal expenses incident thereto, necessary to enforce these restrictions.

**19. Reservations.** If for any reason the Architectural Control Committee herein fails or is unable to act for any reason then the Developer reserves unto itself to act in place of the Committee.

The owner may by appropriate instrument assign or convey to any person or corporation any and all of the rights, reservations and privileges herein reserved by it.

WITNESS my hand at Houston, Texas this 20<sup>th</sup> day of September, 1965.

ATTEST:

CRAIGMONT BUILDING, CO.

Eileen Anderson, Asst. Secy

By: Glen W. Loggins

Recorded Vol 1055 pg. 405 Deed Records, Lubbock County, Texas

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Subsequent to September 20, 1965, the date on which the original plat of Lake Ransom Canyon was filed for record platting and dedicating Blocks 1 through 7 of the addition, other lots and blocks have been dedicated and subjected to the same restrictive covenants except for the setback provisions. These subsequently dedicated lots and blocks are as follows:

Lots 1 through 11, both inclusive, in Block 8  
Lots 1 through 10, both inclusive, in Block 9  
Lots 1 through 11, both inclusive, in Block 10  
Lots 1 through 18, both inclusive, in Block 11  
Lots 1 through 29, both inclusive, in Block 12  
Lots 1 through 9, both inclusive in Block 13  
Lots 1 through 7, both inclusive in Block 14  
Lots 1 through 46, both inclusive, in Block 15  
Lots 1 through 45, both inclusive, in Block 30  
Lots 1 through 38, both inclusive and Lots 40 through 61, both inclusive, in Block 31  
Lots 1 through 58, both inclusive, in Block 32

In the future, other lots and blocks will be dedicated, and it is the intention of the Developer to impose the same restrictive covenants on any such lots and blocks hereafter platted and dedicated. Lot purchasers should understand that even though the deed from the Developer to them does not contain specific restrictive covenants, the property they are acquiring will be subject to the same restrictive covenants as contained in the first part of this booklet except as to the setback provisions herein contained which applied to certain specific blocks dedicated in the original instrument of record in Volume 1055, page 395 of the Deed Records of Lubbock County, Texas.

May 10, 1978

MARATHON PAVING & UTILITY  
CONSTRUCTORS, INC.

**ADDENDUM:**

Restrictions for Block 16, 18, 19, 20 and any other platted property can be found at the Lubbock County Courthouse, Lubbock, Texas.

January 29, 2002