

WOLFFORTH LAND COMPANY
PRESTON MANOR
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January 3, 2018

RE: Declarations of Covenants, Conditions, and Restrictions

Dear Preston Manor Residents,

Over the course of the last several months, a number of questions have arisen with regard to construction, landscaping, activities, maintenance, and other matters relating to property ownership within Preston Manor. Because many of the questions that have arisen seem to come up with some frequency, I wanted to send out this letter to provide some resources to address some of these issues.

Attached please find a copy of the Declaration of Covenants, Conditions, and Restrictions ("Restrictions"), which has been filed of record in the Real Property Records of Lubbock County, Texas. The Restrictions govern a number of general matters pertaining to home ownership within Preston Manor. Within the attached copy of the Restrictions, you will notice there are several provisions that have been highlighted. These highlighted provisions address matters that typically arise once a home has been constructed and has either been inhabited, or is in the process of being inhabited. Many of the questions that have been raised recently pertain to such highlighted provisions. It is my hope that reviewing the attached copy of the Restrictions will help you to address some of the common questions that have arisen and also help prevent future confusion.

Please be advised that, in addition to the Restrictions, there are numerous other statutes, laws, and ordinances imposed by local, state, and federal authorities, which may also govern property ownership in Preston Manor. This letter does not address such statutes, laws, or ordinances, but is limited strictly to matters covered under the Restrictions.

If, for any reason, you have questions regarding the interpretation of any provisions contained in the Restrictions or if you would like to know if certain activities are permitted thereunder, please feel free to contact me at my office and I will be happy to discuss the matter with you.

Thank you.



Robert H. Holmes II

C140
Counter Filing



PRESTON MANOR

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONSITIONS, AND RESTRICTIONS ("Declaration") is made this 1st day of February, 2017, by **Wolfforth Land Company, LLC**, a Texas Limited Liability Company ("Declarant").

TERMS OF THE AGREEMENT

To provide for the orderly development and use of the Property, Declarant hereby states and imposes the following restrictions, covenants, and conditions:

ARTICLE I
GENERAL

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

- a. "Declarant" shall mean and refer to **Wolfforth Land Company, LLC**, a Texas Limited Liability Company, its legal representatives, and successors;
- b. "Lot" or "Lots" shall mean and refer to Lots 1-466 and Tracts A-M, inclusive, Preston Manor, Lubbock County, Texas, or any portion thereof as further described herein;
- c. "Owner" shall mean and refer to the record owner, whether one or more persons 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 mortgagee 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 thereto, including both original Improvements and all later changes and Improvements.

SECTION 2. Property Subject to Declaration. All of the Lots and any right, title, or interest therein shall be owned, held, leased, sold, and/or conveyed by Declarant and any subsequent Owner of all or any part thereof subject to this Declaration. Declarant, at its option, at any time and from time to time, may unilaterally subject to the provisions of this Declaration additional property (the "Additional Property") owned by Declarant and located in the vicinity of the Property. The Additional Property shall be made subject to this Declaration by means of a written instrument (the "Supplemental Declaration") executed by Declarant and recorded in the

office of the County Clerk of Lubbock County, Texas. At Declarant's option, the Supplemental Declaration may contain provisions applying to the Additional Property, which are different from and inconsistent with the provisions of this Declaration. Except to such extent, upon filing of the Supplemental Declaration in the office of the County Clerk of Lubbock County, Texas, the Additional Property shall be owned, held, leased, sold, and/or conveyed in accordance with the provisions of this Declaration the same as if the Additional Property originally was included as part of the Property.

SECTION 3. Purpose of Restrictions. The purpose of this Declaration is to protect the Declarant and the Owners against the improper development and use of the Lots; to assure compatibility of design of Improvements located thereon; to secure and preserve sufficient setbacks and space between Improvements constructed on the 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 the Lots that will promote the general welfare of the Declarant and all Owners.

ARTICLE II

PROTECTIVE COVENANTS

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

- a. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling ("Main Dwelling"), a private garage for not less than two (2) cars, and a storage house or other similar outbuilding not used for residential purposes.
- b. 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 a nuisance to the Owners of any other Lot.
- c. Except as may be otherwise permitted herein, no structure of a temporary character, including, but not limited to, a trailer, recreational vehicle, mobile home, modular home, prefabricated home, tent, shack, or any other temporary structure or building shall be placed on any Lot. No house, garage, barn, or other structure appurtenant thereto, shall be moved upon any Lot from another location.
- d. No animals of any kind shall be raised, bred, or kept on any Lot, except that a maximum of two (2) dogs and two (2) cats may be kept on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Any animals permitted to be kept on a Lot shall be properly penned or otherwise restrained; all animals permitted to be kept on a Lot shall be properly fed and watered; and all facilities provided for the housing of any such animals shall be maintained in a clean and sanitary condition.

- e. No rubbish, trash, garbage, debris, or other waste shall be dumped or allowed to remain on any Lot.
- f. No trailer, mobile home, boat, recreational vehicle, truck larger than 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 at a location to the side or rear of the Main Dwelling constructed on that 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. All passenger automobiles belonging to an Owner shall be parked in garages or carports constructed as provided herein.
- g. No clothesline may be maintained on any Lot.
- h. No antenna, tower, or other similar vertical structure shall be erected on any Lot nor affixed to the outside of any Improvement on any Lot. 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.
- i. No manufacturing, trade, business, commerce, industry, profession, or commercial activity to which the general public is invited shall be conducted upon any Lot or in any Improvement erected thereon.
- j. All storage houses or other accessory structures shall be of the same architectural design as the Main Dwelling, shall be constructed of the same materials as are used on the Main Dwelling on each Lot, and shall be the same percentage of brick or stucco as is required for such Main Dwelling.
- k. In the event two adjoining Lots are owned by the same Owner, such Owner may elect to treat such separate Lots as one individual Lot—whether through replatting or otherwise. In the event such Owner elects to treat such adjoining Lots as one single Lot, the resulting single combined Lot (“Combined Lot”) shall be divided into two separate tracts (consisting of the two original Lots): the tract containing the Main Dwelling (“Primary Tract”) and the tract that contains no Main Dwelling (“Secondary Tract”). Any Secondary Tract must be screened at the front setback line by a wall constructed of brick, stone, masonry, or board-on-board cedar pickets with a cap; must be not less than six feet (6’) nor more than eight feet (8’) in height; and must be otherwise in compliance with applicable law. Such Secondary Tract must also contain side and rear fencing that is in full compliance with the standards set forth in Article II.3.b–d.

SECTION 2. Building Locations and Minimum Setback Lines For Lots. Every residence constructed on any Lot shall be located so that it shall front on the street upon which the Lot faces. For purposes of this Declaration, a corner Lot shall face upon the street which borders the shortest of the two sides fronting on streets. The front yard setback for any of Lots 11–233 and 273–390, each inclusive, shall be at least twenty feet (20’) from the front property line of the Lot, the side yard setback for each such Lot shall be at least five feet (5’) from the side property lines for the Lot, and the back yard setback for each such Lot shall be at least five feet

(5') from the back property line of the Lot. The front yard setback for any of Lots 234–272 and 391–466, each inclusive, shall be at least twenty feet (20') from the front property line of the Lot, the back yard setback for each Lot shall be at least five feet (5') from the back property line of the Lot, and there shall be no required side yard setback. The front yard setback for any of Lots 1–10, each inclusive, shall be at least one hundred feet (100') from the front property line of the Lot, the side yard setback for each such Lot shall be at least fifteen feet (15') from the side property lines of the Lot, and the back yard setback for each such Lot shall be at least twenty feet (20') from the back property line of the Lot. No Improvements of any kind may be constructed between the applicable setback lines and the property lines from which the same are computed other than landscaping and fences, except that storage houses or other accessory structures may be constructed within five feet (5') of the rear property line so long as such structures are wholly within the fence on such Lot and comply with the side yard setback provided above. Notwithstanding the back yard setbacks provided above, no garage whose doors face an alley shall be located closer than the greater of (i) twenty feet (20'); and (ii) the rear setback line of such Lot. Side setbacks on all corner Lots shall be no less than ten (10) feet.

SECTION 3. Fences. Any fence to be constructed on a Lot must conform to the following requirements:

- a. A perimeter fence shall be constructed (i) across the rear of each Lot and (ii) along the sides of each Lot from the rear fence corner to a point which is not behind the rear building line of the Main Dwelling on the Lot or in front of the front building line of such Main Dwelling. The side perimeter fences shall be connected to the Main Dwelling by a fence running from the front corner of such side perimeter fence to the Main Dwelling. No fence shall be constructed in front of the front building line of the Main Dwelling on a Lot. If not sooner constructed, all such fences must be constructed within ninety (90) days following the date on which construction of any Improvements is first completed on the Lot. The perimeter fence shall be located on the exterior boundary lines of the Lot.
- b. All fences constructed on a Lot shall be constructed only of brick, stone, masonry, painted wood, or flat-topped cedar pickets with a cap. Under no circumstances shall any fences on a Lot be constructed of chain link, wooden pickets (other than flat-topped cedar pickets with a cap), barbed wire, pipe, or other materials not expressly permitted in this Declaration.
- c. No fence constructed on a Lot shall be less than six feet (6') nor more than eight feet (8') 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, that the Owners of adjoining Lots may agree to construct a fence along the common boundary of such Lot which extends onto each Lot. To the extent any such common perimeter fence is constructed, the Owners of the Lots on which it is located shall be jointly and severally responsible for the maintenance and repair thereof.

SECTION 4. Construction Standards For Lots. In addition to meeting all applicable building codes, all Improvements on each Lot shall meet with the following requirements:

- a. **HEIGHT AND MINIMUM FLOOR AREAS:** No structure shall have in excess of two (2) stories without the prior written approval of the Declarant. The floor area of any Main Dwelling located on Lots 11–272 or 391–466, each inclusive, shall have a minimum of 2,200 square feet above ground with at least 1,750 square feet on the ground floor of structures having two (2) stories, the square footage of any basement constructed in connection with a structure shall not apply to the minimum square footage requirements set forth herein; the floor area of any Main Dwelling located on Lots 273–390, inclusive, shall have a minimum of 2,500 square feet, with at least 1,750 square feet on the ground floor of structures having two (2) stories, the square footage of any basement constructed in connection with a structure shall not apply to the minimum square footage requirements set forth herein; and the floor area of any Main Dwelling located on Lots 1–10, inclusive, shall have a minimum of 5,000 square feet, with at least 3,000 square feet on the ground floor of structures having two (2) stories, the square footage of any basement constructed in connection with a structure shall not apply to the minimum square footage requirements set forth herein in every case measured exclusive of porches, decks, garages, and basements.
- b. **EXTERIOR WALLS:** The exposed exterior wall area, exclusive of doors, windows, and covered porch area, shall be a mix of at least eighty percent (80%) brick, stucco, or stone. Any exposed exterior area 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:** Flat roofs, mansard roofs, and other “exotic” roof forms shall not be permitted. No residence shall be constructed on any Lot with a roof of metal, crushed stone, marble, or gravel, it being intended that each roof shall be constructed only of composition or wood shingles (provided that any composition shingles must be at least 300 lb. shingles), tile, or slate. All roof stacks and flashing must be painted to coordinate with the color of the structure. The slope of any tile or slate roof shall have an angle of 6/12 and the slope of all other roofs shall have an angle of 8/12. Declarant shall not prohibit an Owner who is otherwise authorized to install shingles on the roof of a Lot from installing shingles that:
 1. are designed to:
 - (a) be wind and hail resistant;
 - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - (c) provide solar generation capabilities; and
 2. when installed:
 - (a) resemble the shingles used or otherwise authorized for use on a Lot;
 - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and

- (c) match the aesthetics of the property surrounding the Owner's Property.
- d. CHIMNEYS: All fireplace chimneys shall be constructed of the same brick, stone, or stucco, as appropriate, used for the main structure.
- e. GARAGES AND CARPORTS: All Lots shall have a rear entry (i.e., from the alley) garage attached to the side or rear of the Main Dwelling of a sufficient size to provide storage for at least two (2) automobiles, and all garages shall be given the same architectural treatment as the main structure located on such Lot. Any carport constructed on any Lot must be approved by Declarant as to location, design, materials, and size.
- f. EXTERIOR LIGHTING: No exterior light shall be installed or situated such that neighboring Lots are unreasonably lighted by the same. All freestanding exterior lights located between the property lines and the main structure shall be architecturally compatible with the main structure.
- g. DRIVEWAYS: Driveways shall be constructed of concrete with a minimum strength of 2500 p.s.i. Any Owner may, but is not required to, construct a circular driveway in the front of their Lot. The construction of such circular driveway, however, does not relieve such Owner of their obligation to construct a driveway providing access to the required rear-entry garage on the Lot.
- h. WINDOW UNITS: No structure shall utilize window mounted or wall type air conditioners or heaters.
- i. SKYLIGHTS: Skylights shall be permitted in the roof of any Improvement. 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 view from adjoining Lots and public streets and do not materially alter the roof line of the Improvement.
- j. SWIMMING POOLS: No above-ground swimming pool shall be permitted on any Lot. However, an above-ground spa or hot tub may be constructed or located on a Lot provided that the same is located on a porch or deck attached to the rear of the Main Dwelling. Any in-ground swimming pool shall be located to the rear of the Main Dwelling, and shall be securely enclosed by a fence and gates designed to prevent children and animals from accidentally entering the pool enclosure. An enclosed in-ground pool may be constructed at the rear of the Main Dwelling (either attached to the Main Dwelling or as a separate structure), provided that the enclosure for such pool shall be of the same materials used on and in the same architectural style as the Main Dwelling.
- k. ZERO LOT LINE REQUIREMENTS. Each of Lots 234–272 and 401–466, inclusive, shall have constructed thereon a zero lot line house for single family residential purposes only. A zero lot line house is defined as a residence allowed to have little or no side yard

on one side, where the wall on that side has no doors, windows, or other openings, and which otherwise qualifies for a one-hour fire rating as defined in the building code of the City of Lubbock, Texas. However, a courtyard may be built on the zero lot line side of a Lot as long as it is screened by a solid brick wall not less than six feet (6') nor more than eight feet (8') in height and is otherwise in compliance with applicable law. The zero lot line for each of said Lots shall be the Southeast lot line. The other side of each such Lot shall have at least a ten-foot (10') setback, five feet (5') of which shall be an access easement for the Owner of the adjoining Lot to use in connection with the maintenance of the Improvements constructed on the adjacent Lot. This five foot (5') access easement is reserved along the adjoining property of a zero lot line to be used only by the zero lot line property Owner for the construction or repair of that Owner's exterior side wall or fence. The zero lot line Owner must replace any fencing, landscaping, or other items of the adjoining Lot Owner that may be disturbed or damaged during this construction or repair. This easement, when used, must be left clean and neat and any items removed must be replaced. The zero lot line Owner must notify the adjacent Owner of its 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 option, remove any of his landscaping and other properties. In view of the fact that a residence may be set directly on the zero lot line, the eave of the residence of the zero lot line Owner may hang past the zero lot line into the five-foot (5') access easement, but said overhang shall not exceed eighteen inches (18"). Roofs on the zero lot line shall be built in a manner not to drain onto the adjacent property, either by causing the slope of the roofs to run toward the front and back of the Lot or by sufficient gutter systems for any roofs which slope toward the adjacent property. No windows, gates, doors, or openings of any kind may be placed in the wall or fence located on the zero lot line.

1. ELEVATIONS. Prior to the construction of any Improvements, Declarant, in Declarant's sole discretion, shall have the right, but not the obligation, to approve or disprove the elevations of any Improvements to be constructed on any Lot or Property.
- m. MAILBOX. Prior to completion of the Main Dwelling on each Lot, the Owner of such Lot shall install a mailbox on such Lot. Such mailbox shall fully comply with any restrictions imposed by Declarant. On or before the sixtieth (60th) day prior to completion of such Main Dwelling, Declarant shall furnish to the Owner of the Lot on which such Main Dwelling is located any requirements pertaining to the mailbox to be constructed.
- n. WINDOWS. No structure on any Lot shall utilize single-paned windows or single-hung windows. Each structure located on any Lot shall utilize, at a minimum, double-paned windows. Unless otherwise approved in writing by Declarant, no Improvement having more than one story will have windows on the second story, unless such windows on the second story face the front yard or the side yard of the Lot; no windows on the second story of an Improvement will face the rear yard of the Lot or neighboring Lots. If the Improvement on a Lot is situated so that the windows on the second story facing the side yard of the Lot will also allow visibility into the rear yards of the neighboring Lots, the Declarant may prohibit such windows facing the side yard, or require such windows to be

moved closer to the front of the Improvement so that there will be no visibility into the rear yard of the Lot or the neighboring Lots.

SECTION 5. Landscaping of Lots. Landscaping shall be required on all Lots contemporaneously with completion of other Improvements, but in no event later than ninety (90) days after final completion of Improvements, weather permitting. Landscaping must (i) permit reasonable access to public and private utility lines and easements for installation and repair; (ii) provide an aesthetically pleasing variety of trees, shrubs, ground cover, and plants; and (iii) provide for landscaping of all portions of the Lot not covered by the Improvements. On all Lots, the landscaping in the front yard shall include at least two (2) trees having a trunk diameter of not less than three-inch (3") caliper as measured one foot (1') from the ground. Landscaping shall include grass, ground cover, trees, shrubs, vegetation, and other plant life. The main structure of each Lot shall have a flowerbed running across the front of the entire structure, save and except an area suitable for one (1) sidewalk providing access from the front door of such structure to the street. Such flowerbed must be surrounded by a ribbon constructed of concrete, brick, or metal. Except for typical garden hoses having a diameter of 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. An underground irrigation system adequate to suitably water all landscaping located between the Main Dwelling on a Lot and the front of that Lot shall be installed at the time the Main Dwelling is constructed.

SECTION 6. Screening. All utility meters, equipment, air conditioning compressors, swimming pool filters, heaters, and pumps, and any other similar exposed mechanical devices on Lots 1-10 must be screened so that the same are not visible from other Lots or any public street on which the Lot borders. All screens must be solid and constructed in the same architectural style and of the same materials as the main residence on a Lot.

SECTION 7. Utilities. All public or private 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 upon any Lot shall be underground; except that fire plugs, gas meters, supply pressure regulators, electric service pedestals, padmount 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 street lights shall exist above the ground.

SECTION 8. Trash Containers. All dumpsters and other trash containers shall be located in the public alley at the rear of each Lot. Such containers shall be placed as close to the rear fence of the Lot as reasonably possible. Each Owner, at its expense, shall contract with a public or private trash service for the regular pickup of all trash and other debris (all of which shall be placed in the dumpsters or other trash containers, it being understood that at no time shall any Owner pile or stack trash or other debris either in the public alley or between the public alley and the rear fence on the Lot).

SECTION 9. 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 be kept as clean as possible. In order to minimize blowing of trash from a Lot, a chain link or other suitable type fence must be installed around all Improvements during their construction.
- b. STOPPAGE OF CONSTRUCTION: Once commenced, construction shall be diligently pursued to the end that it will be completed within eighteen (18) months from the date commenced. 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.

ARTICLE III

MAINTENANCE

SECTION 1. Duty of Maintenance. Each Owner of any Lot shall have the responsibility, at his sole cost and expense, 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 is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse and waste, and regular cutting of weeds and grasses on the Lot prior to and during construction of any Improvements;
- b. Regular mowing of grasses;
- c. Tree and shrub pruning;
- d. Keeping landscaped areas alive, free of weeds, and attractive;
- e. Watering;
- f. Keeping parking areas and driveways in good repair;
- g. Complying with an government health and police requirements;
- h. Repainting of Improvements; and
- i. Repair of exterior damage to Improvements.

Each Owner of any Lot shall have the responsibility, at his sole cost and expense, to keep all areas located (i) between the boundaries of such Lot and the paved portion of any streets or roads

on which such Lot borders and (ii) in any public alley between the rear fence on such Lot and the rear property line thereof in a well maintained, safe, clean, and attractive condition. The Owner promptly shall remove all litter, trash, refuse, and waste therefrom and regularly mow all grasses and weeds located thereon.

ARTICLE IV

DECLARANT REVIEW

SECTION 1. Approval Required. No Improvements of any kind shall be constructed on a Lot unless the plans and specifications for such Improvement ("Plans") have been reviewed and approved in writing by the Declarant. Whenever any Owner desires to construct Improvements on a Lot, such Owner shall submit the Plans to the Declarant and request written approval of the same. All Plans shall be submitted to Declarant. In addition to such other information as the Declarant reasonably may request, the Plans shall include, without limitation, the following information:

- a. A site plan showing the location, description of materials, and architectural treatment (by cross section or word description) of all walks, driveways, fences, and walls. Main and secondary structures also shall be located. Precise indications shall be given with respect to how drainage will be handled in order that all water will be removed from the entire perimeter of any Improvements.
- b. A floor plan showing exact window and door locations, exterior wall treatment and materials, and the total square feet of air conditioned living area.
- c. Exterior elevations of all sides of any building. The type of roofing materials must be indicated. The type, use, and color of exterior wall materials must be clearly indicated throughout. Windows and door types and treatments must be similar on all sides of the Improvement and all exposed sides of the Improvement should provide for the same architectural treatment. Front rear and exposed side elevations must show all ornamental and decorative details. Location and elevation of all fences also must be shown.
- d. A landscaping plan showing all walkways, fences, and walls, elevation changes, watering systems, vegetation, ground cover, and trees.

The Plans also must include suitable computations showing that the Improvements described in the Plans comply with all requirements of this Declaration concerning minimum floor area and setback.

SECTION 2. Within thirty (30) days following its receipt of the Plans, the Declarant shall advise the Owner submitting the same whether or not the Plans are approved. If the Declarant shall fail to approve or disapprove the Plans in writing within said 30-day period, it shall be conclusively presumed that the Declarant has approved the Plans. If the Plans are not sufficiently complete or are otherwise inadequate, the Declarant may reject them as being inadequate or may approve or disapprove certain portions of the same, whether conditionally or

unconditionally. Approval shall be based, among other things, on adequacy of site dimensions, structural design, proximity with and relation to existing neighboring structures and sites, as well as proposed and future neighboring structures and sites, relation of finished grades and elevations to existing neighboring sites and conformity to both the specific and general intent of the terms of this Declaration. The Declarant may adopt rules or guidelines setting forth procedures for the submission of Plans and may require a reasonable fee to accompany each application for approval in order to defray the costs of having the same reviewed. The Declarant may require such detail in Plans submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions, or samples of exterior materials and colors. Until receipt by the Declarant of the Plans and any other information or materials requested by the Declarant, the Declarant shall not be deemed to have received such Plans or to be obligated to review the same.

SECTION 3. Liability. The Declarant shall not be liable in damages or otherwise to anyone submitting Plans for approval or to any other person or entity by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Plans.

SECTION 4. No Waiver. No approval by the Declarant of any Plans for any work done or proposed to be done shall be deemed to constitute a waiver of any right on the part of the Declarant to withhold approval or consent to any similar Plans which subsequently are submitted to the Declarant for approval or consent.

SECTION 5. Construction. Upon approval of the Plans by the Declarant, the Owner submitting such Plans for approval promptly shall commence construction of all Improvements described therein and shall cause the same to be complete and in compliance in all material respects with the approved Plans. If an Owner materially shall vary from the approved Plans in the construction of any Improvements, the Declarant shall have the right to order such Owner to cease construction and to correct such variance so that the Improvements will conform in all material respects to the Plans as approved. If an Owner shall refuse to abide by the Declarant's request the Declarant shall have the right to take appropriate action to restrain and enjoin any further construction on a Lot that is not in accordance with approved Plans.

SECTION 6. Variances. The Declarant may authorize variances from compliance with any of the provisions of this Declaration relating to construction of Improvements on a Lot, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when the Declarant, in its sole and absolute discretion, deems that circumstances such as governmental code changes, topography, natural obstructions, hardship, or aesthetic or environmental considerations make such variance appropriate. Such variances must be evidenced in writing, must be signed by the Declarant, and shall become effective upon their execution. Such variances shall be recorded. If such variances are granted, no violation of any of the provisions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Lot.

ARTICLE V

EMAIL REGISTRATION POLICY

SECTION 1. Registration. Each Owner must register an e-mail address with Declarant, and must keep his or her registered e-mail address up-to-date and accurate. Please allow seven (7) business days from submission of an e-mail address for Declarant to update its records. Please note, correspondence to Declarant from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with Declarant.

SECTION 2. Failure to Register. Declarant has no obligation to actively seek out a current e-mail address for each Owner. In addition, Declarant has no obligation to investigate or obtain an updated email address for Owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 1. Duration. This Declaration and the 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 their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Office of the County Clerk of Lubbock County, Texas, and continuing until the date which is fifty (50) years following such recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided in SECTION 2 herein below.

SECTION 2. Entire Agreement; No Third Party Beneficiaries. This Declaration is complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties except as referred to in this Declaration. No provision of this Declaration or any other agreement or instrument entered into or executed in connection herewith is intended to create any right of any party other than Declarant and the Owners and their respective successors and assigns.

SECTION 3. Amendments. The covenants, conditions, and restrictions of this Declaration may be amended or terminated only as follows:

- a. BY THE OWNERS: This Declaration 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 be entitled to a single vote, and, in case there are multiple Owners of a Lot, that Lot's vote shall be cut as determined by a majority of its Owners.
- b. BY THE DECLARANT: For so long as Declarant remains the Owner of a majority of the Lots, Declarant reserves to himself and shall have the continuing right at any time,

and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument in writing duly executed, acknowledged, and filed of record for the purpose of clarifying or resolving any ambiguities or conflict 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 or adversely affect the vested property or other rights of any Owner.

SECTION 4. Enforcement. Enforcement of the covenants and restrictions contained herein shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or 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 Declaration, 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 5. Additional Restrictions. Declarant may make additional restrictions applicable to any Lot by appropriate provision in the deed conveying 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 6. Resubdivision or Consolidation. No Lot shall be resubdivided in any fashion to create a Lot having smaller dimensions than the original Lot. Entire Lots may be consolidated to form a single building site, and a Lot may be resubdivided and portions thereof combined with another Lot to create a new Lot having dimensions that are at least as large as the largest of the two original Lots.

SECTION 7. Severability 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 of competent jurisdiction to be 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 affected 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 be illegal, null, or void.

SECTION 8. Notice. 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 such 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