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DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

ON AND FOR

WINDSOR AT PRESTON MANOR,

AN ADDITION TO THE CITY OF WOLFFORTH,

LUBBOCK COUNTY, TEXAS

THE DECLARANT IN THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS HAS RESERVED FOR ITSELF EXTENSIVE RIGHTS, INCLUDING BUT NOT LIMITED TO THOSE RIGHTS DESCRIBED IN ARTICLE V.

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WINDSOR AT PRESTON MANOR
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 21 st day of December, 20 20, 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. "Development Period" shall mean the period of time, beginning on the date that this Declaration is recorded in the Official Public Records of Lubbock County, Texas, during which the Declarant reserves the right to facilitate the development, construction, and marketing of the Property (as defined herein below), and the right to direct the size, shape, and composition of the Property, pursuant to the rights and reservations contained in this Declaration, to the full extent permitted by applicable law. For each phase or addition to Windsor at Preston Manor (as defined herein below), the length of the reserved Development Period is ten (10) years; however, Declarant reserves the right to increase or decrease the length of the Development Period for each phase or addition to Windsor at Preston Manor (as defined herein below) by amendment of this Declaration. If applicable law requires an event of termination as an alternative to stated number of years, the Development Period shall mean a period commencing on the date of the recording of this Declaration in the Official Public Records of Lubbock County, Texas and continuing thereafter until two (2) years after the date on which every Lot in the Property and Additional Property (as defined herein below) is: (i) made subject to this Declaration; (ii) improved with an Improvement or Improvements (as defined herein below), and (iii) conveyed to an Owner (as defined herein below), other than Declarant. No act, statement, or omission by any person or entity other than Declarant may cause termination of the Development Period earlier than the term stated in this paragraph. However, Declarant may terminate the Development Period at any earlier time by publicly recording a notice of termination. The Development Period is for a term of years or until the stated status is attained, and does not require that Declarant own a Lot or any other land in the Property.

c. "Lot" or "Lots" shall mean and refer to Lots 1-8, 61-69, 70-73, and Tracts A-B, Windsor at Preston Manor, Addition to the City of Wolfforth, Lubbock County, Texas, or any

portion thereof as further described herein, or any further lots to be added hereafter (hereinafter referred to as "Windsor at Preston Manor" or "Windsor").

d. " 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.

e. "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, dwellings, 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.

f. "Plat" shall mean and refer to the plat recorded under Document No. 2020044480 of the Official Public Records of Lubbock County, Texas (attached hereto as "Exhibit A"), and any additional amendments thereto. Declarant reserves the right to amend the Plat, in Declarant's sole discretion, during the Development Period.

g. "Architectural Review Committee" (sometimes referred to herein as the "ARC") shall mean and refer to that particular committee (or the Declarant when acting as the ARC) which is described and explained in Article V, below.

h. "Architectural Reviewer" shall mean and refer to the person, entity or committee described and explained in Article V, below.

i. "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to most of the aspects of construction, placement, location, alteration, maintenance and design of any improvements to or within the Property (as defined herein below), and all amendments, bulletins, modifications, supplements and interpretations thereof, and are further described in Article V, below.

j. "Assessment(s)" shall mean and refer to charges levied against a Lot or Owner by an established association of homeowners/property owners, pursuant to such association's governing documents or public law, including but not limited to annual assessments, special assessments, or individual assessments, as more fully described in Article IV herein below.

k. "Property" or "Properties" shall mean and refer to: (i) the land described within the Plat, as currently exists or as amended; and (ii) other land within Windsor at Preston Manor, either now or in the future, including the Additional Property (as defined herein below), if any.

l. "Windsor Amenities" shall mean and refer to any and all areas of land within Windsor at Preston Manor, or adjacent thereto, which are known, described or designated as common areas, parks, recreational easements, floodway easement areas, lakes and ponds, perimeter fences and columns, off-site monuments and directional signs, landscape easements, open spaces, paths and trails, boulevards, private streets, swimming pools, recreational facilities and any and all other improvements to any such areas, and including without limitation those shown on any recorded plat of portions of Windsor at Preston Manor as well as those not shown on a recorded plat but which are intended for or devoted to the common use and enjoyment of the Owners. It is anticipated that the Windsor Amenities will be owned and maintained by the Declarant; however, Declarant reserves the right to assign the Windsor Amenities to any Association (as defined herein below), any other entity designated by the Declarant, or any other entity required by government officials. Declarant reserves the right to use, during the Development Period, portions of the Windsor Amenities for business matters directly and indirectly related to the sale of Lots within Windsor at Preston Manor. Declarant further reserves the right to utilize the Windsor Amenities for such purposes as set forth in this Declaration. The Windsor Amenities will also include: (i) any and all public right-of-way lands for which the City of Wolfforth or County of Lubbock, Texas has required that Declarant and/or the Association (as defined herein below) expend private, non-reimbursable time and monies to care for and maintain, such as but not limited to: street medians, streetscape, park areas and quasi-governmental service facilities; and (ii) any and all facilities provided by Declarant and/or the Association (as defined herein below) to or for the benefit of the local police, fire and similar governmental departments for which no reimbursement via public funds is requested or anticipated. Declarant shall convey record title to some or all of the Windsor Amenities to the Association (as defined herein below), any other entity designated by the Declarant if, as and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Windsor Amenities (particularly along the edges) and to execute any open space declarations applicable to the Windsor Amenities which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes. *Nothing within this Declaration shall obligate Declarant to create any Windsor Amenities or to make or construct any improvements to the Windsor Amenities. Further, the Windsor Amenities may be located in the Additional Property (as defined herein below), which may not be part of the Property on the date that this Declaration is filed in the Official Public Records of Lubbock County, Texas.*

m. "Preston Manor Amenities" shall mean and refer to any and all areas of land within Lots 1-466 and Tracts A-M, inclusive, Preston Manor, Lubbock County, Texas or any portion thereof as described in Document No. 1603, Volume 8338, Page 25 of the Official Public Records of Lubbock County, Texas and any amendments thereto ("Preston Manor"), or adjacent thereto, which are known, described or designated as common areas, parks, recreational easements, floodway easement areas, lakes and ponds, perimeter fences and columns, off-site monuments and directional signs, landscape easements, open spaces, paths and trails, boulevards, private streets, swimming pools, recreational facilities and any and all other improvements to any such areas, and including without limitation those shown

on any recorded plat of portions of Preston Manor as well as those not shown on a recorded plat but which are intended for or devoted to the common use and enjoyment of the Preston Manor owners and/or residents.

n. "Resident" shall mean and refer to:

1. each Owner of the fee simple title to any Lot within the Properties;

2. each person residing on any part of the Property who is a bona-fide lessee pursuant to a written lease agreement with an Owner; and

3. each individual lawfully domiciled in a Main Dwelling other than an Owner or bona-fide lessee.

o. "Homebuilder" shall mean and refer to each entity and/or individual which: (i) is regularly engaged in the ordinary business of constructing residential dwellings on subdivision lots for sale to third-party homeowners; and (ii) has entered into a contract with the Declarant to purchase one or more Lots.

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. General Reservation of Rights During Development Period. Declarant hereby reserves for itself and its successors, assigns and designees, during the Development Period, each and every right, reservation, privilege, and exception available or permissible under applicable law for declarants and developers of residential subdivisions, if and to the full extent that such right, reservation, privilege, or exception is beneficial to or protective of Declarant, including, but not limited to, the ability to create a homeowners' or property owners' association, designed to assist in the management, use and care of the common areas within the Property and Additional Property and to assist in the administration and enforcement of the covenants, conditions and restrictions contained in this Declaration. Declarant need not be an owner of any Lot to exercise the rights and reservations contained in this Declaration during the Development Period.

SECTION 4. 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 for Lots 1-8, 61-69, 70-73, and Tracts A-B, 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 only be parked within an enclosed garage constructed on that Lot at a location to the side or rear of the Main Dwelling. A trailer,

mobile home, boat, or recreational vehicle must be concealed from view from all other Lots and from the public streets which border on such Lot; provided, however, that any such trailer, mobile home, boat, or recreational vehicle may be parked outside of an enclosed garage on any Lot for Temporary Storage Period. For purposes of this Declaration, "Temporary Storage Period" shall mean a period of forty-eight (48) hours. Further, a trailer, mobile home, boat, or recreational vehicle may not be stored openly on any adjacent Lot. All passenger automobiles belonging to an Owner shall be parked in garages 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. Each Lot shall be allowed to have a permanent storage house or other permanent accessory structure. All permanent storage houses or other permanent accessory structures shall be of the same architectural design as the Main Dwelling and 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, stucco, or stone as is required for such Main Dwelling. No portable building shall be allowed on any Lot.

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.4.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 all Lots 1-8, 61-69, 70-73, and Tracts A-B 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. However, for any Corner Lot (as defined herein below) which a side entry garage is allowed, the side yard setback shall be at least twenty feet (20') from the side property lines on which the side entry garage is located, and the side yard setback shall be at least five feet (5') from the side property lines on which the side entry garage is not located. A "Corner Lot" shall mean any Lot located at the intersection of two or more streets, and shall specifically include, but not be limited to, Lots 8, 25, 28, 29, 32, 41, 44, 57, 66, 67, 70, 71, 72, Tract A and Tract B. 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. Notwithstanding the backyard 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. Notwithstanding anything contained herein to the contrary, front setbacks for cul-de-sac Lots shall be twenty feet (20'), provided that the Architectural Reviewer may, in its sole discretion, reduce the front setbacks for such cul-de-sac Lots based on the size and configuration of the applicable Lot.

SECTION 3. Sidewalks. Sidewalks shall be constructed and maintained by the Owner(s) of each Lot, in accordance with all applicable building requirements of the City of Wolfforth or County of Lubbock.

SECTION 4. 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, flat-topped or dog-eared cedar pickets with a cap. Under no circumstances shall any fences on a Lot be constructed of wrought iron, metal, chain link, wooden pickets (other than flat-topped cedar pickets with a cap or dog-eared pickets), barbed wire, pipe, or other materials not expressly permitted in this Declaration; provided, however, that a gate constructed of wrought iron shall be allowed, subject to approval of the ARC.

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 5. Construction Standards For Lots. In addition to meeting all applicable building codes and Design Guidelines, 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 not to exceed thirty (30) feet above grade without the prior written approval of the Declarant. The floor area of any Main Dwelling located on Lots 1-8, 61-69, 70-73, and Tracts A-B each inclusive, shall have a minimum of 2,400 square feet above ground with at least 2,000 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, stucco, or stone 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. An Owner may request that the **slope of any roof be lower, subject to the Architectural Reviewer's approval, in the Architectural Reviewer's sole discretion.** 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; and
   (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, stucco, stone, or hardy board as appropriate.

e. GARAGES: All Lots, other than Corner Lots, shall only be allowed to have a rear entry (i.e. from the alley immediately behind/to the rear of a Lot, in accordance with the Plat and **subject to the Architectural Reviewer's approval**) garage, which garage shall be attached to the rear of the Main Dwelling of a sufficient size to provide for at least two (2) automobiles, and all such garages shall be given the same architectural treatment as the main structure located on the Lot. A Corner Lot shall be allowed to have a rear entry (i.e. from the alley immediately behind/to the rear of a Lot or a side entry garage (i.e. from the side street immediately next to the Main Dwelling, in accordance with the Plat and subject **to the Architectural Reviewer's approval**), which garage shall be attached to the rear or side 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 the Lot. No carports shall be allowed.

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; SOLAR PANELS: Skylights and/or solar tubes shall be permitted in the roof of any Improvement. No other equipment including, without limitation, heating or air conditioning units, 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. If an Owner desires to mount a solar panel(s) on the roof of any Improvement, such solar panel(s) (i) must be approved by the Architectural Reviewer prior to installation, (ii) must not threaten the public health or safety, or violate any applicable laws, (iii) must not extend higher than the roofline of the Improvement, (iv) must be in conformity with the slope of the roof of the Improvement, (v) must have a frame, support bracket and/or visible piping that matches the color of the roof of the Improvement, and (vi) as installed, cannot void any material warranty 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. ELEVATIONS. Prior to the construction of any Improvements, Declarant or the ARC, 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.

l. MAILBOX. Prior to completion of the Main Dwelling on each Lot, the Owner of such Lot shall install an individual 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. However, if Declarant is required by any federal, state, or local law to install cluster mailboxes, then such cluster mailboxes shall be installed at a location to be determined by Declarant, in Declarant's sole discretion.

m. 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.

n. ROOF. Each roof on any Main Dwelling shall be constructed of thirty (30) year or greater laminate shingles or other lifetime roofing materials (except as otherwise excluded) in earth tone colors only and shall have a pitch of 6 x 12 for slate or tile roofs, and shall have a pitch of 8 x 12 for all other roofs. Replacement shingles or other roofing materials shall be of the same or similar color as that being replaced. Residences consisting of two stories shall provide for sixty percent (60%) of floor space to be located on the first floor of such residence. There shall be no portable or "move in" homes allowed on any of the Lots, which shall include (and thereby preclude) any modular or pre-built home of any kind. It is the intent of the foregoing to require that only newly-erected, permanent residences be placed on the Additional Property and that such be built in-place and on-site. Both the first garage and any second garage shall be constructed of the same material as the residence, including the roof.

SECTION 6. Landscaping of Lots. Landscaping shall be required on all Lots contemporaneously with substantial 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 (l') from the ground. Landscaping shall include a mixture of grass, ground cover, trees, shrubs, vegetation, artificial grass, 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 (l) 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. On each Lot, grass, ground cover, trees, shrubs, vegetation, artificial grass, and other plant life shall be allowed. Except for typical garden hoses having a diameter of not more than one inch (l') 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. Notwithstanding anything contained to the contrary herein, the landscaping and design thereof on all Lots shall be subject to approval of the Architectural Reviewer.

SECTION 7. Screening. All utility meters, equipment, air conditioning compressors, swimming pool filters, heaters, and pumps, and any other similar exposed mechanical devices on all Lots 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 8. 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 9. 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, so that access to and through any public alley is not impaired. 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 10. General.

a. CONSTRUCTION DEBRIS: During the construction or installation of Improvements on any Lot, construction debris, trash and litter shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible. Upon the completion of the construction or installation of Improvements on any Lot, all construction debris, trash, litter, and unused materials resulting from the construction or installation of Improvements on the Lot shall be promptly removed and/or disposed of, and such construction debris, trash, litter, and unused materials shall be removed and/or disposed of in accordance with all applicable laws, rules and regulations.

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.

c. TRACKAGE AND SPILL CONTROL: An Owner and/or Homebuilder shall take all reasonable precautions to prevent the trackage or spillage of mud, dust, debris or construction materials on any public street, alley, sidewalk, and adjacent Lot. If trackage or spillage of same occurs, the Owner and/or Homebuilder shall immediately and continuously use whatever method is required to keep the public property and/or adjacent Lot clean and free from such trackage and spillage.

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 any 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
COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot so as to have affected the purchase price) to pay the following assessments to Declarant, or to a homeowners' association or property owner's association created by Declarant for the purpose of exercising rights and powers and performing the duties and obligations of a Texas property owners' association relating to Windsor at Preston Manor (hereinafter referred to as the "Association"), or to an independent entity or agency which may be designated by the Declarant to receive such monies.

a. Annual Assessments. "Annual Assessments" shall be Assessments based on the annual budget for operating the Windsor Amenities; however, until otherwise determined, the Annual Assessment shall be the amount stated in Section 2 of this Article IV. Each Lot Owner is responsible for its equal share of the annual budget. The Annual Assessments levied by the Declarant, the Association, or any other entity or agency designated by the Declarant shall be used for the purposes of promoting the comfort, health, recreation, safety, convenience, welfare and quality of life of the residents of the Properties and in supplementing some services and facilities normally provided by or associated with governmental or quasi-governmental entities, and otherwise for the construction, improvement and maintenance of recreational areas and other properties, services and facilities devoted and related to the operation, use and enjoyment of the Windsor Amenities, including, but not limited to or for: the payment of taxes on the Windsor Amenities and insurance in connection with the Windsor Amenities; the payment for utilities and the repair, replacement and additions of various items within the Windsor Amenities; paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Windsor Amenities; carrying out the duties of the Declarant or the board of directors of the Association (hereinafter referred to as the "Board of Directors" or the "Board") as set forth

in the Governing Documents (for purposes of this Declaration, "Governing Documents" shall mean and refer to the Plat, this Declaration, the bylaws of the Association, the Association's certificate of formation, the rules of the Association, and all documents and instruments recorded in the County Clerk's Office of Lubbock, Texas as part of this Declaration as any of these may be amended from time to time, and any appendix, exhibit, schedule, or certification accompanying any of the foregoing documents); carrying out the other various matters set forth or envisioned herein or in any amended declaration related hereto; and for any matters or things designated by the City of Wolfforth and County of Lubbock, Texas in connection with any zoning, subdivision, platting, building, development or occupancy requirements. The annual budget upon which the Annual Assessments is based may include reserve funds, as the Declarant or the Board of Directors determines to be reasonable, to be used in making future anticipated repairs or replacements. The items and areas described above are not intended to be exhaustive but merely illustrative. During the Development Period, the Declarant, in Declarant's sole discretion, shall have the ability to determine the Annual Assessments. Outside of the Development Period, the Annual Assessments must be fixed at a uniform rate for all Lots owned by Owners (other than Declarant), unless otherwise approved by at least a majority of the individuals comprising the Board.

b. Special Assessments. "Special Assessments," if assessed, shall be Assessments for capital improvements or unusual or emergency matters, such Assessments to be fixed, established, and collected from time to time in accordance with any Governing Documents. The Declarant, the Association, or any entity or agency designated by the Declarant may levy in any fiscal year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Windsor Amenities, including any necessary fixtures and personal property related thereto or for any unusual or emergency purpose(s) (including without limitation those matters arising out of litigation and/or judgments); provided that any such Assessment shall have the affirmative approval of at least a majority of the individuals comprising the Board. During the Development Period, the Declarant, in Declarant's sole discretion, shall have the ability to determine any Special Assessments. Outside of the Development Period, the Special Assessments must be fixed at a uniform rate for all Lots owned by Owners (other than Declarant), unless otherwise approved by at least a majority of the individuals comprising the Board.

c. Individual Assessments. "Individual Assessments" shall be Assessments that may be levied against individual Owners to reimburse the Declarant, the Association, or any entity or agency designated by the Declarant for extra or unusual costs incurred for items such as (but not limited to): maintenance and repairs to portions of the Properties caused by the willful or negligent acts of any individual Owner or Resident; the remedy, cure or minimizing of problems caused by, or as a result of, violations of this Declaration by any Owner or Resident; and individual Assessments and fines levied against any individual Owner or Resident for violations of rules and regulations as determined by the Declarant, pertaining to the Association, and/or the Windsor Amenities.

The Annual Assessments, Special Assessments, and Individual Assessments, together with such late charges, interest and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made and shall also be the continuing personal obligation of the then-existing Owner and Resident of such Lot at the time when the Assessment fell due. Each Owner of each Lot shall be directly liable and responsible to the Declarant, the Association, or any entity or agency designated by the Declarant for the acts, conduct and omission of each and every Resident associated with the Dwelling Unit(s) on such Owner's Lot. Payment of the Assessments must be made by the Owners in full, regardless of whether an Owner has a dispute with the Declarant, Association, another Owner or any other person or entity regarding any matter to which this Declaration pertains. An Owner's obligation for payment of any Assessment is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of the Assessments is both a continuing affirmative covenant personal to each Owner and a continuing covenant running with the Lot.

SECTION 2. Basis and Amount of Annual Assessments; Right of Increase Reserved to Declarant. Annual Assessments will begin on the first day of January of each year. Beginning January 1, 2021, the Annual Assessment shall be Eight Hundred Nine Dollars and No/100th Dollars ($809.00); provided however, that during the Development Period, the Declarant, in **Declarant's sole discretion, shall determine the** Annual Assessment per Lot per fiscal year. Outside of the Development Period, the Board of Directors shall determine the Annual Assessment per Lot per fiscal year. If the Declarant determines that the initial Annual Assessment is insufficient to meet the needs of the Association during the remainder of the Association's initial Fiscal Year, the Declarant may, increase the initial Annual Assessment above the amount initially determined. **Note:** *Nothing within this Declaration or any other document shall be construed as requiring Declarant to have Windsor Amenities as part of the Property, or to construct any improvements on Windsor Amenities.*

On the first anniversary of the date that the Annual Assessments begin, and in accordance with the budget prepared by the Board for the upcoming fiscal year and the provisions of Article IV, Section 4, the maximum Annual Assessment for any fiscal year (including the second year that Annual Assessments are due) may be increased by the Declarant above the Annual Assessment for the previous Fiscal Year. Outside of the Development Period, the maximum Annual Assessment for any fiscal year may be increased by the Board above the Annual Assessment for the previous Fiscal Year without a vote of the Members, provided that such increase is not effective before the first day of the Fiscal Year in which the increase occurs, and provided further that such increase will be an amount not exceeding fifteen percent (15%) of the Annual Assessment for the previous Fiscal Year of the Association. Any increase in the Annual Assessment which exceeds fifteen percent (15%) of the Annual Assessment for the previous fiscal year, shall require the vote or written consent of Owners representing a majority of the voting power of the Association. Notwithstanding the foregoing, in the event that taxes, insurance premiums and/or utilities increase during any year by more than fifteen percent (15%), the Board of Directors may, without the vote or consent of the Owners, increase the Annual Assessment for the next fiscal year to cover the actual increase for taxes, insurance premiums and/or utilities, even if such increase results in an

amount that exceeds the Annual Assessment for the previous fiscal year by more than fifteen percent (15%).

Notwithstanding any provision to the contrary contained in this Declaration, Declarant reserves the right during the Development Period to unilaterally increase Assessments, as provided in Article I, Section 3 of this Declaration; and during the Development Period, and unless limited by applicable law, Declarant's right to unilaterally increase Assessments will not be limited to fifteen percent (15%) of the Annual Assessment for the previous fiscal year of the Association.

The Board of Directors may, after consideration of current and future anticipated needs of the Association, reduce the actual Annual Assessment for any year to a lesser amount than specified herein, and in such event, any future increases of such Annual Assessment which may be permitted herein without a vote of the membership of the Association will be computed and based upon such actual Annual Assessment for the previous fiscal year of the Association.

Any Lot which is owned by Declarant, as unimproved property, is not exempt from the Annual Assessment, and from all other Assessments which are authorized in this Article IV. Upon the sale of any Lot to a Homebuilder or to any other Owner, the Homebuilder or Owner purchasing such Lot will be required to pay, at the closing of such purchase, a pro rata share of the Annual Assessment applicable to such Lot for the remainder of the calendar year in which the closing takes place. The rate of Assessment for any Lot within a Fiscal Year may change as the character of ownership and the status of occupancy by any resident changes. The applicable Assessment for any Lot will be prorated according to the rate specified in these covenants for each type of ownership.

SECTION 3. Date of Commencement of Assessments; Due Dates. Beginning on the first day of January of each year, and subject to the provisions of Article IV, Section 2 above, the Annual Assessment shall be due and payable in full in advance on the first day of each fiscal year and shall, if not automatically paid within thirty (30) consecutive calendar days thereafter, automatically become delinquent. Prior to the sale of any Lot to a Homebuilder or Owner, a Homebuilder's or an Owner's pro rata share of the Annual Assessment shall be paid by the Homebuilder or the Owner at the closing of the purchase of the Lot, as provided above in Article IV, Section 2. The Declarant, or if applicable, the Board, shall use reasonable efforts to provide each Homebuilder and Owner with an invoice statement of the appropriate amount due, but any failure to provide such a notice shall not relieve any Homebuilder or Owner of the obligation established by the preceding sentence. The Declarant, or if applicable, the Board, may prescribe: (a) procedures for collecting advance Annual Assessments from new Owners, Association members or Residents out of closing transactions; and (b) different procedures for collecting Assessments from Owners who have had a recent history of being untimely in the payment(s) of Assessments.

SECTION 4. Duties of the Board of Directors with Respect to Assessments.

a. In the event of a revision to the amount or rate of the Annual Assessment, or establishment of a Special Assessment, the Declarant, or if applicable, the Board, shall fix the amount of the Assessment against each Lot, and the applicable due date(s) for each Assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Declarant or the Association;

b. Written notice of the applicable Assessment shall be actually or constructively furnished to every Owner subject thereto in accordance with the procedures then determined by the Declarant, or if applicable, the Board as being reasonable and economical; and

c. The Declarant, or if applicable, the Board shall, upon reasonable demand, furnish to any Owner originally liable for said Assessment, a certificate in writing signed by the Declarant, or if applicable, an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

SECTION 5. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of the Association.

a. Effective as of, and from and after the filing and recordation of this Declaration, there shall exist a self-executing and continuing contract payment and performance lien and equitable charge on each Lot to secure the full and timely payment of each and all Assessments and all other charges and monetary amounts and performance obligations due hereunder **("Payment and Performance Lien"). Such lien shall be at all** times superior to any claim of homestead by or in any Owner. If any Assessment, charge or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment, charge or fine shall (after the passage of any stated grace period) be considered delinquent and shall, together with any late charge and interest thereon at the highest lawful rate of interest per annum and costs of collection thereof, become a continuing debt secured by the self-executing Payment and Performance Lien on the Lot of the non-paying Owner/Resident which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. Except as expressly provided below in Article IV, Section 6, Declarant or the Association shall have the right to reject partial payments of an unpaid Assessment or other monetary obligation and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any Assessment provided herein by non-use of the Windsor Amenities or abandonment of the Lot. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Declarant or the Association to take some action or to perform some

function required to be taken or performed by the Declarant or the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Declarant or the Association, or from any action taken by the Declarant or the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner;

b. The Declarant or the Association may also give written notification to the holder(s) of any mortgage on the Lot of the non-paying Owner of such Owner's default in paying any Assessment, charge or fine, particularly where the Declarant or the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage, a reasonable supply of self-addressed postage prepaid envelopes, and a written request to receive such notification;

c. If any Assessment, charge or fine or part thereof is not paid when due, the Declarant or the Association shall have the right and option to impose a late charge (but not to exceed 5% of the Assessment, charge or fine claimed due) to cover the additional administrative costs involved in handling the account and/or to reflect any time-price differential assessment schedule adopted by the Declarant or the Association. The unpaid amount of any such delinquent Assessment, charge or fine shall bear interest from and after the date when due at the rate of ten percent (10%) per annum until fully paid. If applicable state law provides or requires an alternate ceiling, then that ceiling shall be the indicated rate ceiling. The Declarant or the Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid Assessments, charges, fines and delinquent accounts, and there shall also be added to the amount of any unpaid Assessment, charge, fine or any delinquent account any and all attorneys' fees and other costs of collection incurred by the Declarant or the Association;

d. The Declarant or the Association may, at its discretion but subject to all applicable debt collection statutes: (i) prepare and file a lien affidavit in the public records of Lubbock County, Texas, which specifically identities the unpaid Assessments, charges or fines; and (ii) publish and post, within one or more locations within the Properties, a list of those individuals or entities who are delinquent and, if applicable, their suspended use and enjoyment of the Windsor Amenities until and unless the delinquency has been cured to the reasonable satisfaction of the Declarant or the Association. Each Owner consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Declarant or the Association;

e. All agreements between any Owner and the Declarant or the Association, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Declarant or the Association or for the payment or performance of any covenant or obligation contained herein or in any other document exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity

prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Declarant or the Association should ever receive an amount deemed interest by applicable law which shall exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the actual base Assessment amount or principal amount owing hereunder and other indebtedness of the Owner to the Declarant or the Association and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the actual Annual Assessment hereof and such other indebtedness, the excess shall be refunded to Owner. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Declarant or the Association shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the interest charged, collected or received on account of such indebtedness is never more than the maximum amount permitted by applicable law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between any Owner and the Declarant or the Association.

SECTION 6. Alternative Payment Plans. Section 209.0062 of the Texas Property Code requires the Declarant and the Association to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments to the Declarant or the Association for delinquent Annual Assessments or Special Assessments or any other amount owed to the Association, without accruing additional monetary penalties (which penalties do not include reasonable costs associated with administering the payment plan or interest). The initial alternative payment rules are set forth in this Article IV, Section 6; however, the Board (or Declarant during the Development Period) may, without the approval of the Owners or the Members, amend these rules at any time by filing in the Official Public Records of Lubbock County, Texas a revised alternative payment schedule, containing the revised rules, duly adopted at any meeting of the Board (or Declarant). This Article IV, Section 6 controls over any provision in any other Governing Document to the contrary. The initial alternative payment plan rules of the Declarant or the Association are as follows:

a. Eligibility for Payment Plan.

1. Standard Payment Plans. **An Owner is eligible for a "Standard Payment Plan" (see Section 6(b), below) only if:**

(i) The Owner has not defaulted under a prior payment plan with the Declarant or the Association in the prior 24-month period;

(ii) The Owner requests a payment plan no later than thirty (30) days after the Declarant or the Association sends notice to the Owner via certified mail, return receipt requested under Texas Property Code Section 209.0064 (notifying the Owner of the amount due, providing thirty (30) days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Declarant or the Association has

received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and

(iii) The Declarant or the Association receives the executed Standard Payment Plan and the first payment within fifteen (15) days of the Standard Payment Plan being sent via email, fax, mail, or hand-delivered to the Owner.

2. Other Payment Plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Declarant or the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e. the Declarant, the Association's Board, manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Board.

b. Standard Payment Plans. **The terms and conditions for a "Standard Payment Plan" are:**

1. Term. Standard Payment Plans are for a term of six (6) months (see Section 6(e) for Board discretion involving term lengths).

2. Payments. Payments will be made at least monthly and will be roughly equal in amounts or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Declarant or the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF).

3. Assessments and Other Amounts Coming Due During the Plan. The Owner will keep current on all additional Assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan. The Declarant or the Association may include additional Assessments to the plan without altering the term of the Plan.

4. Additional Charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of six percent (6%) per annum, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the Owner is complying with all terms of a payment plan.

5. Contact Information. The Owner will provide relevant contact information and keep same updated.

6. Additional Conditions. The Owner will comply with such additional conditions under the plan as the Board may establish.

7. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

c. Account Sent to an Attorney/Agent for Formal Collection. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Section 6(a)(1)(ii). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

d. Default. If the Owner defaults under any payment plan, the Declarant or the Association may proceed with any collection activity authorized under the Governing Documents or state law without further notice. If the Declarant or the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of default. Any payments received during a time an Owner is in default under any payment plan may be applied to any out-of-pocket costs (including attorney's fees for administering the plan), administrative and late fees, Assessments, and fines (if any) in any order determined by the Declarant or the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a $100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

e. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code Section 209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION 7. Power of Sale. The lien described within Article IV, Section 5 of this Declaration is and shall be a contract Payment and Performance Lien. Each Owner, for the purpose of better securing each and all monetary obligations described within this Declaration, and in consideration of the benefits received and to be received by virtue of the ownership of real estate within Windsor at Preston Manor, has granted, sold and conveyed and by these covenants does grant, sell and convey unto an appointed trustee (the "Trustee"), such Owner's Lot, to have and to hold such Lot, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to its substitutes or successors, forever. The initial Trustee is Michael Montgomery, whose address is 1020 E. Levee St., Suite 130, Dallas, Texas 75207. Any subsequent Trustee shall be determined by the Declarant or the Board, in its sole discretion, as necessary. Each Owner does hereby bind himself and/or herself, their heirs, executors, administrators and assigns to warrant and forever defend the Lot unto the said Trustee, its substitutes or successors and assigns, forever, against the claim, or claims of all persons claiming or to claim the same or any part thereof.

This conveyance is made in trust to secure payment of each and all Assessments and other obligations prescribed by these Covenants to and for the benefit of the Declarant or the Association as the "Beneficiary." In the event of default in the payment of any obligation hereby secured, in accordance with the terms thereof, then and in such event, Beneficiary may elect to declare the entire indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured due and payable (subject, however, to the notice and cure provisions set forth in Sections 209.0091 and 51.002 of the Texas Property Code; and subject to the requirements set forth in Section 209.0092 of the Texas Property Code), and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or its successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the Lot then subject to the lien hereof, and mailing and filing notices as required by Section 51.002, Texas Property Code, or applicable law, and otherwise complying with that statute and Applicable Law, the Trustee shall sell the Lot, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month **between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling** all of the Lot as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding upon the Owner, his heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a reasonable commission to itself, which commission shall be due and owing in addition to the attorney's fees provided for, and then to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said indebtedness secured hereby, rendering the balance of the sales price, if any, to the Owner, his heirs or assigns and/or to any other lienholders (if so required by applicable law); and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner, his heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or its substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said indebtedness, and for the foreclosure of this contract Payment and Performance Lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this contract lien, that it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, its substitute or successor to sell the Lot in accordance with the provisions of this Section. Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Lot, and to have the amount for which such Lot is sold credited on the debt then owing. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said Lot is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein. In the event any sale is made of the Lot, or any portion thereof, under the terms of this Section, the Owner, his heirs and assigns, shall forthwith upon the making of such sale surrender and deliver

possession of the property so sold to the purchaser at such sale, and in the event of his failure to do so he shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of his failure to surrender possession of said property upon demand, the purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated. The foreclosure of the continuing contract Payment and Performance Lien on any one or more occasions shall not remove, replace, impair or extinguish the same continuing lien from securing all obligations arising from and after the date of foreclosure.

The enforcement of the Declarant or the Association's Payment and Performance Lien, and all prerequisite procedures, must comply with at least the minimum requirements of Applicable Law for foreclosures, in general, and for foreclosures by property owner associations, in particular. On the date of this Declaration, enforcement of the Declarant or the **Association's Payment and** Performance Lien is subject to the provisions of Chapter 209 of the Texas Property Code, and to the extent that any of the provisions of the Governing Documents conflict with the provisions of Chapter 209 of the Texas Property Code or other Applicable Law, the provisions of the Governing Documents shall be construed in a manner, to the extent possible, so as to be in full compliance with said statute and any amendments thereto and all other Applicable Law. In any foreclosure, the Owner is required to pay the Declarant or the **Association's costs and expenses** for the **proceedings, including reasonable attorney's fees, subject to any limitations of Applicable Law.**

SECTION 8. Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

a. bona-fide first mortgage or deed of trust liens for purchase money and/or improvement purposes placed upon a Lot, in which event the Declarant or the **Association's lien shall** automatically become subordinate and inferior to such first lien;

b. liens for taxes or other public charges as are by applicable law made superior to the Declarant or the Association's lien; and

c. such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Declarant or the **Association's lien;**

provided, however, such each subordination shall apply only to: (i) the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien; (ii) the permitted lien on the Lot alone and not on or to any easement appurtenant for use and enjoyment of the Windsor Amenities or for such other uses as are provided in this Declaration. Such sale shall not relieve such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation

to pay Assessments and/or to hinder the Declarant or the Association in performing its functions hereunder.

SECTION 9. Exempt Property. The following property otherwise subject to this Declaration shall be exempted from any Assessments, charge and lien created herein:

a. All properties dedicated to and accepted by a local, public or governmental authority;

b. Windsor Amenities; and

c. Any unimproved Lots owned by Declarant.

SECTION 10. Conflict. Notwithstanding anything to the contrary contained herein, to the extent that any provision within this Article IV of this Declaration conflicts with any provision within Chapter 209 of the Texas Property Code, Chapter 209 of the Texas Property Code shall control.

ARTICLE V
ARCHITECTURAL REVIEW

SECTION 1. Purpose and Architectural Reviewer Control During Specified Periods. This Declaration creates rights to regulate the design, use and appearance of the Lots in order to preserve and enhance the value of the Property. *During the Development Period, the Declarant reserves the right to act as the sole Architectural Reviewer, or* ***in Declarant's sole discretion, to*** *(i) appoint individual(s) or entity(ies) to serve as the Architectural Reviewer, or (ii) assign its* ***rights to regulate the design, use and appearance of the Lots to a homeowners' or property owners' association created*** *by the Declarant.*

SECTION 2. Architectural Reviewer Control During Development Period. During the Development Period, *the Declarant shall be the sole Architectural Reviewer;* or, the Declarant may delegate or assign such duties to a person, entity or committee that enforces the use and appearance of Improvements within the Property. Each Owner, by accepting an interest in or title to property within the Property, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period, no Improvement will be commenced by the Owner on any portion of the Properties without the prior written approval of Architectural Reviewer, which **approval may be granted or withheld at the Architectural Reviewer's sole** reasonable discretion. The rights of Declarant as Architectural Reviewer shall be assignable during the Development Period to any person or entity, provided that such assignment will be in a written instrument to be filed in the Official Public Records of Lubbock County, Texas. Any delegation by Declarant of its rights under this Declaration is subject to the unilateral right of the Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated.

SECTION 3. Architectural Reviewer Control Following Development Period. Prior to the expiration of the Development Period, the Declarant may create a mechanism for perpetuating the function of the Architectural Reviewer for the Property in a publicly recorded instrument filed in the Official Public Records of Lubbock County, Texas.

SECTION 4. Jurisdiction of Architectural Reviewer. No building, structure, fence, wall, Main Dwelling or Improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications (the "Plans") have been submitted to and approved in writing by the Architectural Reviewer as to:

a. quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and proper facing of main elevation with respect to nearby streets, all in accordance with this Declaration and/or the Design Guidelines and/or bulletins;

b. minimum finished floor elevation and proposed footprint of any dwelling;

c. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping, and the treatment of all surfaces, walls and components which are shared with an adjoining Improvement;

d. drainage solutions;

e. the observance of and compliance with applicable setback lines and easement areas; and

f. the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within the Design Guidelines, bulletins promulgated by the Architectural Reviewer or matters in which the Architectural Reviewer has been vested with the authority to render a final interpretation and decision.

The Plans to be submitted to the Architectural Reviewer will include: (i) a site plan showing the location, description of materials and Architectural Reviewer treatment of all walks, driveways, fences, walls, the Main Dwelling and any other structures and Improvements; (ii) floor plan showing the exact window and door locations, exterior wall treatment and materials, and the total square feet of air conditioned living area; (iii) exterior elevations of all sides of any Structure must be included, the type of roofing materials must be indicated, and the type, use and color of exterior wall materials must be clearly indicated throughout; (iv) front, rear, and side elevations must show all ornamental and decorative details; (v) specifications of materials may be attached separately to the plans or written on the plans themselves (plans will not be approved without specifications - specifications must include type, grade of all exterior materials, and color of all exposed materials); and (vi) landscaping plan.

The Architectural Reviewer is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Architectural Reviewer.

The Architectural Reviewer may require that the applicant obtain and produce an appropriate building permit from the City of Wolfforth, Texas; provided, however, the Architectural Reviewer may object to the issuance of such building permit from the City of Wolfforth if the applicant has not observed and complied with the provisions and standards set forth in this Declaration. The Architectural Reviewer is also authorized to coordinate with the City of Wolfforth in connection with the applicant's observance and compliance of the construction standards set forth in this Declaration, the Design Guidelines, and any bulletins or lot information sheets promulgated thereunder. However, the mere fact that the City of Wolfforth issues a building permit with respect to a proposed structure does not automatically mean that the Architectural Reviewer is obliged to unconditionally approve the Plans. Similarly, the Architectural Reviewer's approval of any Plans does not mean that all applicable building requirements of the City of Wolfforth or County of Lubbock have been satisfied.

SECTION 5. Design Guidelines. The Architectural Reviewer may, from time to time, publish and promulgate additional or revised Design Guidelines, and such Design Guidelines shall be explanatory and illustrative of the general intent of the proposed development of the Property and are intended as a guide to assist the Architectural Reviewer in reviewing plans and specifications.

SECTION 6. Plan Submission and Approval. Within fifteen (15) business days ("business days" being days other than Saturday, Sunday or legal holidays) following its receipt of the Plans, the Architectural Reviewer shall advise the submitting Owner whether or not the Plans are approved. If the Architectural Reviewer shall fail to approve or disapprove the Plans in writing within said fifteen-day period, it shall be presumed that the Architectural Reviewer has disapproved the Plans. Plans shall not be deemed to have been received by the Architectural Reviewer until the Plans are received and a written receipt is signed by the Architectural Reviewer (during the Development Period, when the Declarant is serving as the Architectural Reviewer, the written receipt must be signed by Declarant or its authorized representative or agent). If the Plans are not sufficiently complete or are otherwise inadequate, the Architectural Reviewer may reject them as being inadequate or may approve or disapprove certain portions of the same, whether conditionally or unconditionally. The Architectural Reviewer shall not approve any Plans unless it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding Lots, that the appearance of any structures affected thereby will be in harmony with surrounding structures, and that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Windsor at Preston Manor Lots and the Property. The Architectural Reviewer 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 Plans reviewed. In addition to the Plans described in this Declaration, the Architectural Reviewer may require such details in Plans submitted for its review as it deems proper. Until receipt by the Architectural Reviewer of the Plans and any other information or materials requested by the Architectural Reviewer, the Architectural Reviewer shall not be deemed to have received such Plans or be obligated to review the same.

SECTION 7. Liability. Neither Declarant, nor the Architectural Reviewer nor the officers, directors, managers, members, employees and agents of any of them, shall be liable in

damages to anyone submitting Plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans or specifications. No approval of Plans and specifications and no publication of any Design Guidelines, architectural review bulletins or lot information sheets shall be construed as representing or implying that such Plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed Improvements and/or Improvements built in a good and workmanlike manner. Every person or entity who submits Plans or specifications, and every Owner of each and every Lot, agrees that he or she will not bring any action or suit against Declarant, the Architectural Reviewer, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. **The Declarant and the Architectural Reviewer have sole discretion with respect to taste, design, and all standards specified by this Declaration and any Design Guidelines. The Declarant and the Architectural Reviewer (and each of its officers, directors, managers, members and employees) have no liability for decisions made in good faith, and which are not arbitrary and capricious.**

SECTION 8. No Waiver. No approval by the Architectural Reviewer of any Plans for any work done or proposed to be done shall be deemed to constitute a waiver of any rights on the part of the Architectural Reviewer to withhold approval or consent to any similar Plans which subsequently are submitted to the Architectural Reviewer for approval or consent.

SECTION 9. Construction. Upon approval of the Plans by the Architectural Reviewer, the Owner submitting such Plans for approval promptly shall commence construction of all Improvements and Structures described therein and shall cause the same to be completed in compliance in all material respects with the approved Plans, and in compliance with the provisions of this Declaration. If an Owner shall vary materially from the approved Plans in the construction of any Improvements and structures, the Architectural Reviewer shall have the right to order such Owner to cease construction and to correct such variance so that the Improvement will conform in all material respects to the Plan as approved. If an Owner shall refuse to abide by the Architectural Reviewer's request, the Architectural Reviewer 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. The Architectural Reviewer shall have the right, but not the obligation, to inspect the Improvements during construction to insure compliance with the Plans and compliance with City of Wolfforth code requirements. During the Development Period, the Declarant shall have all of the rights granted herein to the Architectural Reviewer.

SECTION 10. Variances. The Architectural Reviewer may authorize variances from compliance with any of the provisions of this Declaration relating to construction of Improvements and structures on a Lot, including restrictions upon height, size, floor area or replacement of structures, or similar restrictions, when circumstances such as governmental code changes, topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective upon their execution. Such variances may be recorded. The granting of 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 provisions 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 VI
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 VII
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 Article VII, Section 3 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). However, before taking any enforcement action, Declarant must give written notice and an opportunity for a hearing according to the requirements of any applicable law, such as Chapter 209 of the Texas Property Code.

SECTION 5. Use of Amenities within Preston Manor and Windsor at Preston Manor. At such time that the Preston Manor Amenities are made available to the Owners and Residents of the Properties of Windsor at Preston Manor subdivision, the Windsor Amenities shall be made available to the owners and residents of the Preston Manor subdivision.

SECTION 6. 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 7. Re-subdivision or Consolidation. No Lot shall be re-subdivided 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 re-subdivided 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 8. 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 9. Notice. Wherever written notice to an Owner is permitted or required hereunder, such notice shall be given by (i) 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, or (ii) e-mailing the same to the e-mail address provided to the Declarant by the Owner. Such notice shall conclusively be deemed to have been given by placing same in the United States mail, properly addressed, and/or when sent to the e-mail address provided to the Declarant by the Owner, whether received by the addressee or not. Wherever written notice to Declarant is permitted or required hereunder, such notice shall be given by mailing same to Declarant at the address stated herein below via certified mail return receipt requested or by overnight delivery. Such notice to Declarant shall be conclusively deemed to have been given upon receipt of same by Declarant.

SECTION 10. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

SECTION 11. Adjacent Property. Declarant may develop certain property adjacent to or in the vicinity of the Lots. Such adjacent property may be subject to restrictions materially varying in form from those contained in this Declaration. Nothing contained in this Declaration shall be deemed to impose upon Declarant any obligation with respect to such adjacent property, including without limitation, any obligation to enforce any covenants or restrictions applicable thereto.

SECTION 12. Time of Essence. Time is of the essence to this Declaration.

SECTION 13. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Texas and any dispute regarding this Declaration, the parties hereto agree that exclusive venue shall be solely and exclusively in any court of competent jurisdiction in Lubbock County, Texas and not otherwise.

Entered into this 21 day of December, 2020.

DECLARANT:

Wolfforth Land Company, LLC,
a Texas limited liability company
1020 E. Levee St., Suite 130
Dallas, Texas 75207-7202

By: _____
Michael Montgomery, Manager

By: _____
Kenneth R. Smith, Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21 day of December, 2020, by Michael Montgomery, Manager of Wolfforth Land Company, LLC, a Texas limited liability company, on behalf of said company.

LAUREN KNAPEK
Notary Public, State of Texas
Comm. Expires 07-05-2024
Notary ID 129020138

_____
NOTARY PUBLIC, STATE OF TEXAS

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Entered into this _____ day of _____, 20___.

DECLARANT:

Wolfforth Land Company, LLC,
a Texas limited liability company
1020 E. Levee St., Suite 130
Dallas, Texas 75207-7202

By: _____
Michael Montgomery, Manager

By: _____
Kenneth R. Smith, Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Michael Montgomery, Manager of Wolfforth Land Company, LLC, a Texas limited liability company, on behalf of said company.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of December, 20 20, by Kenneth R. Smith, Manager of Wolfforth Land Company, LLC, a Texas limited liability company, on behalf of said company.

Danielle Young
NOTARY PUBLIC, STATE OF TEXAS

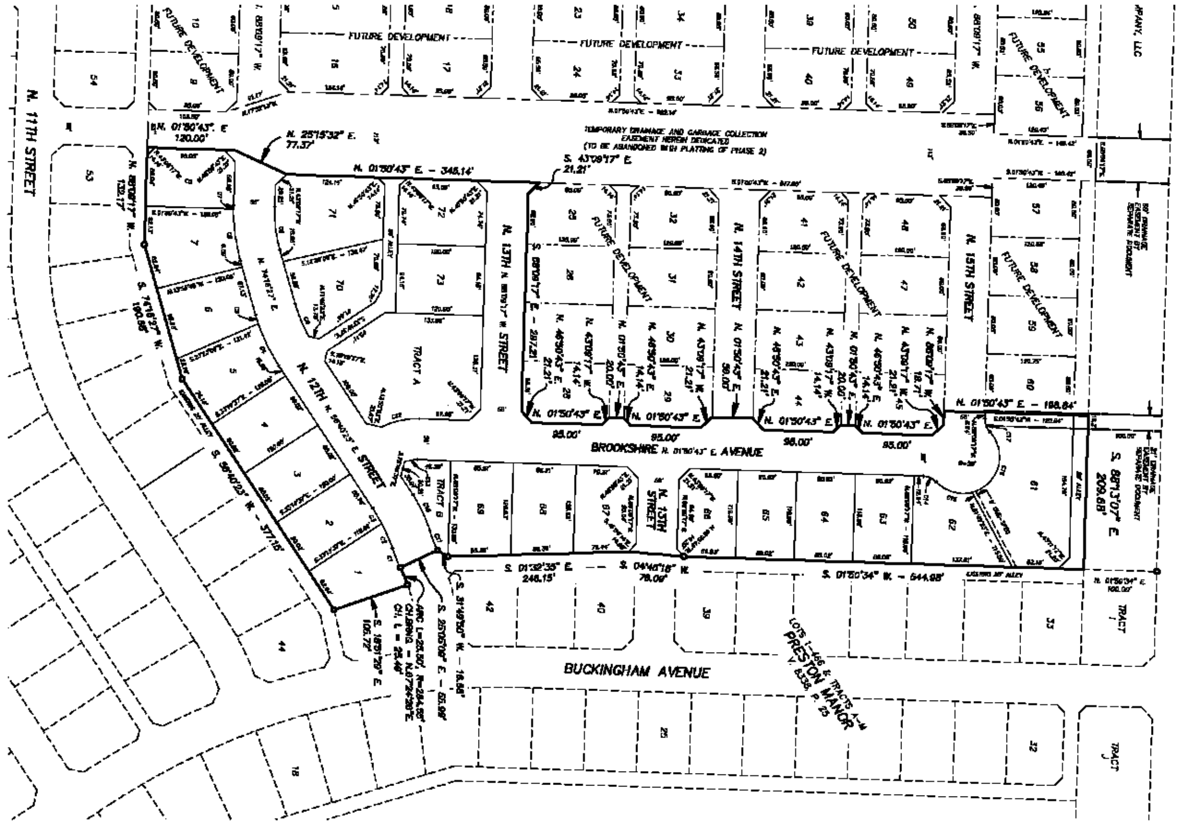
DANIELLE YOUNG
Notary Public, State of Texas
Comm. Expires 06-20-2024
Notary ID 13070758-2

EXHIBIT A
The Plat

LOTS 1-8, 61-69, 70-73 & TRACT A & TRACT B

WINDSOR AT PRESTON MANOR

ADDITION TO THE CITY OF WOLFFORTH, LUBBOCK COUNTY, TEXAS
SITUATED IN THE NORTHWEST PART OF SECTION 32, BLOCK AK,
LUBBOCK COUNTY, TEXAS.

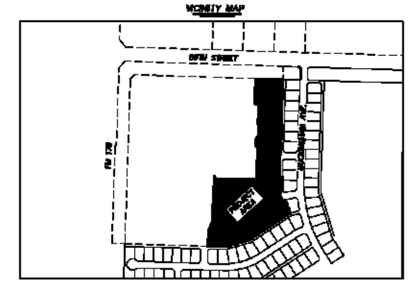


Scale 1" = 80'

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C12	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C13	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C15	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C16	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C17	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

VICINITY MAP



GENERAL NOTES:

Plat Scale : 1" = 80'

1. Heavy lines indicate plat limits.
2. 5.90 Acres within plat limits.
3. All streets, alleys, and easements within plat limits not previously dedicated are herein dedicated.
4. All utility easements dedicated hereby shall entitle the City or the utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits or poles within such easements, as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of the improvements, paving, or surfacing of the easement necessitated by such removal, repair, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.
5. All existing or proposed utility service to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner/s of said property by separate recorded instrument prior to the provision of such service. The costs to record such separate easement and install said services shall be at the expense of the property owner/s.
6. Any relocation or revision of existing facilities shall be at the developer's expense. Compensation shall be made prior to recording any portion of the final plat.
7. No building permit shall be issued on any survey certificate not in accordance with this final plat.
8. Found "HR&ASSOC" caps at Southwest clip corner of Lot 8.
9. All corners are 1/2" iron rods with blue plastic cap inscribed "CHT RPLS 6460" set unless otherwise indicated on the plat and description.
10. Blanket Easement herein granted to South Plains Electric Co-op on and across Tracts A & B.

SURVEY CONTROL:

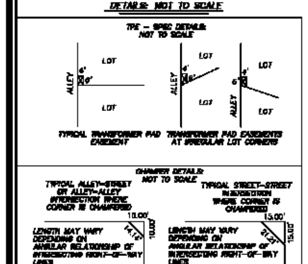
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)
Distances shown are surface, U.S. survey feet.
Description of these plat limits are on a separate document of same certification date herewith.
No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

APPROVED THIS________DAY OF _________, 20____,
BY THE CITY COUNCIL OF WOLFFORTH, LUBBOCK COUNTY, TEXAS.

APPROVED________________MAYOR OR MAYOR PRO TEM

ATTEST________________CITY SECRETARY

DETAILS: NOT TO SCALE



LEGEND:

⊙ = 1/2" iron Rod w/ cap inscribed "HR&ASSOC" found. (PMRD/CM)

CCF = County Clerk's File, Official Public Records of Lubbock County, Texas.
DRE = Drainage Easement
OPRLCT = Official Public Records of Lubbock County, Texas.
PMRD/CM = Physical monument of record dignity/ controlling monument
POB = Point of Beginning
ROW = Right-of-Way.
TPE-SPEC = Transformer Pad Easement-South Plains Electric Co-op.
UUE = Underground Utility Easement
UUE-SPEC = Underground Utility Easement-South Plains Electric Co-op.
WLE = Water line easement

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey on the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Wolfforth, Texas.

IN WITNESS THEREOF, my hand and seal,

Cyril H. Turner
Registered Professional
Land Surveyor #6460

FINAL PLAT

SCALE: 1" = 80' | APPROVED BY: CHT | DRAWN BY: CHT
FILE NAME

OJD Engineering, L.P.
Consulting Engineers & Surveyors

DRAWING NUMBER
1 of 1

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
12/21/2020 02:01 PM
Recording Fee: $174.00
2020058016