
**SECOND AMENDMENT TO FIRST AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
ON AND FOR
IRON HORSE,
AN ADDITION TO THE CITY OF WOLFFORTH,
LUBBOCK COUNTY, TEXAS**

IRON HORSE
SECOND AMENDMENT TO FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

This SECOND AMENDMENT TO FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Second Amendment to Declaration") is made this ____ day of October, 2024, by **Wolfforth Land Company/Iron Horse, LLC**, a Texas limited liability company ("Declarant").

RECITALS

1. The Declarant filed its First Amended Declaration of Covenants, Conditions and Restriction on May 21, 2021 (the "First Amended Declaration"), which is recorded as Lubbock County, Texas, Document Number 2021025218, which restates and replaces the original Declaration of Covenants, Conditions and Restrictions dated September 23, 2019 (the "Original Declaration"), recorded as Lubbock County, Texas Document No. 2019037169; and

2. The Declarant then filed is Supplement to First Amended Declaration of Covenants, Conditions and Restriction on June 22, 2022 (the "Supplement"), which is recorded as Lubbock County, Texas, Document Number 2022027222, which adds such Additional Property known as Iron Horse Phase 2 and subjects such Additional Property to the Declaration; and

3. The Declarant then filed its Amendment to First Amended Declaration of Covenants, Conditions and Restriction on June 24, 2022 (the "Amendment to First Amended Declaration"), and is recorded as Lubbock County, Texas, Document Number 2022030998, which provided for the organization of the Iron Horse Property Owners Association and made other State law changes; and

4. The Declarant has recorded its Final Plat of the Iron Horse Phase 2 Subdivision and desires to make a change to the Construction Standards for the roof slope ratio only on the Phase 2 Townhouse Lots numbered as Lots 177 through 224, so that such Phase 2 Townhouse Lots 177 through 224 will match the roof slope requirements for the Phase 1 Townhouse Lots Numbered 111 through 176 as stated in the Original Declaration;

5. The Declarant is the owner of all Phase 2 Lots and the Majority owner of all Lots within the Subdivision as of the date hereof and desires to make this Second Amendment to Declaration;

Now, therefore, the First Amended Declaration, as amended by the Supplement and the Amendment to First Amended Declaration (referred to as the "Declaration"), is hereby amended as follows:

TERMS OF THE SECOND AMENDMENT TO DECLARATION

To provide for the orderly development and use of the Property, Declarant hereby amends the Declaration as follows:

1. **SECTION 1. Definitions.** The following definitions in Section 1 of Article 1 of the First Amended Declaration are hereby amended to read in full as follows:

c. "Lot" or "Lots" shall mean and refer to Phase 1 Lots 1-176 and Tracts A-D, Iron Horse Addition to the City of Wolfforth, Lubbock County, Texas, and shall also mean and refer to the Additional Property Phase 2 Lots 177 through 372, Iron Horse 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 "Iron Horse"),

f. "Plat" shall mean and refer to the Phase 1 plat recorded under Document No. 2019041909 of the Official Public Records of Lubbock County, Texas, and shall also mean and refer to the Phase 2 plat recorded under Document No. 2024024458 of the Official Public Records of Lubbock County, Texas, and any additional amendments thereto. Declarant reserves the right to amend the Plats, in Declarant's sole discretion, during the Development Period.

2. **SECTION 5. Constructions Standards for Lots.** Subsections c. and n. of Section 5, Article II, of the First Amended Declaration, are hereby amended to read in full as follows:

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:

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 or Phase 2 Townhouse Lots numbered as Lots 177 through 224 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.

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 8/12, regardless of the material used for the roof, except that Phase 2 Townhouse Lots numbered as Lots 177 through 224 shall have pitch or slope of 6/12. 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.

3. **CONFLICTS.** Except as specifically provided in this Second Amendment to Declaration, all the provisions, terms and conditions of the Declaration shall remain in full force and effect and unmodified, except to the extent of any conflict with the provisions of this Second Amendment to Declaration, in which event this Second Amendment to Declaration shall control.

Executed on this the 3rd day of October, 2024.

DECLARANT:

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

By: 

Michael E. Montgomery, Manager

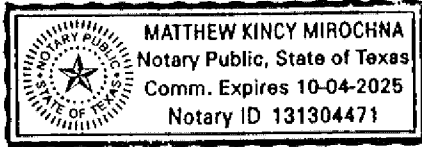
By: 

Kenneth R. Smith, Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 3rd day of October, 2024, by Michael E. Montgomery, Manager of Wolfforth Land Company/Iron Horse, 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 3rd day of October, 2024, by Kenneth R. Smith, Manager of Wolfforth Land Company/Iron Horse, LLC, a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return to:

F. Michael Seay
Michael Seay, PLLC
5646 Milton St., Ste 619
Dallas, TX 75206

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County, TEXAS

10/04/2024 08:11 AM

Recording Fee: \$41.00

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