

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
ON AND FOR
WINDSOR AT PRESTON MANOR**

STATE OF TEXAS	§	Cross Reference to Supplement: No. 2022033039
	§	Cross Reference to Declaration: No. 2020058016
COUNTY OF LUBBOCK	§	

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ON AND FOR WINDSOR AT PRESTON MANOR ("Amendment") is made as of the date set forth below by WOLFFORTH LAND COMPANY, LLC, a Texas limited liability company ("**Declarant**").

W I T N E S S E T H

WHEREAS, Declarant previously executed that certain instrument entitled "Declaration of Covenants, Conditions, and Restrictions on and for Windsor at Preston Manor," dated December 21, 2020, under Lubbock County Clerk's File No. 2020058016 in the Official Public Records of Lubbock County, Texas (as may be amended and supplemented from time to time, the "**Declaration**"); and

WHEREAS, pursuant to the terms of Article I, Section 2 of the Declaration, Declarant may unilaterally submit, at its option, at any time and from time to time, property it owns to the provisions of the Declaration by recording "Supplemental Declarations" (as defined in the Declaration) describing the property to be submitted to the Declaration which Supplemental Declaration may contain provisions applying to the property which are different from and inconsistent from the provisions of the Declaration; and

WHEREAS, Declarant previously executed and recorded that certain instrument entitled "Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions on and for Windsor at Preston Manor" recorded July 8, 2022, under Lubbock County Clerk's File No. 2022033039 in the Official Public Records of Lubbock County, Texas (as may be amended from time to time, the "**Supplement**"), submitting to the Declaration the property owned by Declarant described on Exhibit "A" to the Supplement (the "**Additional Property**"); and

WHEREAS, pursuant to Section 3.1 of the Supplement, Declarant has the unilateral right to amend the Supplement for any purpose during the "Supplement Development Period" (as such term is defined in the Supplement), including, but not limited to, the right to impose additional covenants, conditions, restrictions and obligations which may be similar to, different from and inconsistent from those set forth in the Declaration; and

WHEREAS, the Supplement Development Period has not terminated and Declarant desires to amend the Supplement to impose covenants, conditions, restrictions and obligations which may are similar to, but different from and inconsistent from those set forth in the Declaration; and

WHEREAS, Declarant, as the sole owner of the Additional Property, consents to this Amendment;

NOW, THEREFORE, Declarant hereby amends the Supplement as set forth herein and declares that all of the Additional Property shall be subject to the Declaration and the Supplement, as amended. All such property shall be held, sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and the Supplement as amended, which shall run with the title to the Additional Property and shall benefit and be binding upon all persons having any right, title, or any interest in all or any of the Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

1.

Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements set forth on Exhibit "B" to this Amendment shall be added as Exhibit "B" to the Supplement, shall apply to the Additional Property and shall be binding upon the owners and occupants of Lots within the Additional Property, their guests and invitees, in addition to the terms of the Declaration. **In the event of any conflict between the provisions and requirements set forth on Exhibit "B" to this Supplement and the Declaration, those set forth on Exhibit "B" to this Supplement shall control.**

2.

Preliminary Plat

The unrecorded preliminary plat attached as Exhibit "C" to this Amendment titled "Windsor Estates at Preston Manor" shall be added as Exhibit "C" to the Supplement and is included herein solely as reference to the lot numbers within the Additional Property. The lots within the Additional Property are sometimes referred to as the "Phase 2 Lots." **Upon recordation of the final plat encompassing the Additional Property, the recorded plat shall automatically supersede the plat on Exhibit "C" and shall replace Exhibit "C."**

[CONTINUED ON NEXT PAGE]

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

1. All Lots within the Additional Property shall be improved with a minimum of a two car garage.
2. Every residence constructed on any Lot within the Additional Property shall be located so that it shall front on the street upon which the Lot faces. A Corner Lot (as defined herein below) within the Additional Property shall face upon the street which borders the shortest of the two sides fronting on streets. The front yard setback for all Lots within the Additional Property 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 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 within the Additional Property located at the intersection of two or more streets, and shall specifically include, but not be limited to, Lots 1, 10, 11, 22, 23, 34, 35A, 45, 46, 55, 56, 63 and 64, as such Lots are identified in Exhibit "C" to the Supplement. 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 twenty feet (20') from the alley; and (ii) no garage whose doors face a front facing street shall be permitted on Lots 28, 29, 50 and 51, as such Lots are identified in Exhibit "C" to the Supplement. Notwithstanding anything contained herein to the contrary, front setbacks for cul-de-sac Lots within the Additional Property 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.
3. The installation of a sidewalk on both the front and side facing streets shall be required on all Corner Lots. The Owner of such Corner Lot shall be responsible for the maintenance of each such sidewalk.
4. No structure constructed or placed on a Lot within the Additional Property shall be in excess of two (2) stories not to exceed thirty feet (30') above grade without the prior written approval of the Declarant. The floor area of any Main Dwelling located on Lots 1-10, inclusive, as such Lots are identified in Exhibit "C" to the Supplement, shall have a minimum of 3,000 square feet with a minimum of at least 2,500 square feet on the ground floor of structures having two (2) stories. The floor area of any Main Dwelling located on Lots 11-66, inclusive, as such Lots are identified in Exhibit "C" to the Supplement, shall have a minimum of 2,500 square feet with a minimum of at least 2,000 square feet on the ground floor of structures having two (2) stories. In every case, 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 square footage is measured exclusive of porches, decks, garages, and basements.
5. All Lots within the Additional Property shall only be allowed to have a rear entry garage (*i.e.* from the alley immediately to the rear of a Lot, in accordance with the plat set forth as Exhibit "C" and subject to the Architectural Reviewer's approval), which garage shall be attached to the Main Dwelling of a sufficient size to provide for at least two (2) automobiles, except that Corner Lots (as defined above) shall only be

allowed to have a side entry (*i.e.* from the side street adjoining such Lot). All garages shall be given the same architectural treatment as the main structure located on the Lot. **Carports are not permitted.**

6. If the Improvement on a Lot within the Additional Property 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 any neighboring Lot, the Declarant may prohibit such windows facing the side yard, or require such windows to be moved closer to the front of the Improvement or raised higher and restricted to clerestory windows so that there will be no visibility into the rear yard of the Lot or the neighboring Lots.

7. The slope of any tile or slate roof of any Lot within the Additional Property 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. Any garage shall be constructed of the same roofing material as the Main Dwelling.

EXHIBIT "C"

Preliminary Plat

[Attached]

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
07/26/2022 02:02 PM
Recording Fee: \$54.00
2022036082