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FIRST AMENDED DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

ON AND FOR

IRON HORSE,

AN ADDITION TO THE CITY OF WOLFFORTH,

LUBBOCK COUNTY, TEXAS

THE DECLARANT IN THIS FIRST AMENDED 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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IRON HORSE
FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("First Amended Declaration") is made this 12th day of May, 20 21, by **Wolfforth Land Company/Iron Horse, LLC,** a Texas limited liability company ("Declarant").

TERMS OF THE AGREEMENT

To provide for the orderly development and use of the Property, Declarant hereby re-states and imposes the following restrictions, covenants, and conditions which First Amended Declaration will replace the previously filed in the Iron Horse Declaration of Covenants, Conditions and Restrictions recorded September 23, 2019, at Document No.: 2019037169, of the Official Public Records of Lubbock County, Texas("Original Declaration").

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/Iron Horse, 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 Iron Horse (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 Iron Horse (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 Lots 1-176 and Tracts C-D, 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").

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. 2019041909 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 Iron Horse, either now or in the future, including the Additional Property (as defined herein below), if any.

l. "Iron Horse Amenities" shall mean and refer to any and all areas of land within Iron Horse, 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 Iron Horse 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 Iron Horse Amenities will be owned and maintained by the Declarant; however, Declarant reserves the right to assign the Iron Horse 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 Iron Horse Amenities for business matters directly and indirectly related to the sale of Lots within Iron Horse. Declarant further reserves the right to utilize the Iron Horse Amenities for such purposes as set forth in this Declaration. The Iron Horse 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 Iron Horse 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 Iron Horse Amenities (particularly along the edges) and to execute any open space declarations applicable to the Iron Horse 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 Iron Horse Amenities or to make or construct any improvements to the Iron Horse Amenities. Further, the Iron Horse 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. "Iron Horse Amenities" shall mean and refer to any and all areas of land within Lots 1-176 and Tracts C-D, inclusive, Iron Horse Addition, Lubbock County, Texas or any portion thereof as described in Document No. 2019041909, of the Official Public Records of Lubbock County, Texas and any amendments thereto ("Iron Horse"), 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 Iron Horse 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 Iron Horse 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. 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. Notwithstanding anything herein to the contrary, Declarant agrees that, with regard to Lots 111-176 only, to the extent of any conflict between the Original Declaration and this First Amended Declaration, the Original Declaration shall control; provided, however, Lots 111-176 shall be subject to any homeowners' or property owners' association fees imposed by a homeowners' or property owners' association created by Declarant pursuant to Article I, Section 3, herein below, as well as any restrictions related thereto.

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 1-110, a private garage for not less than one (1) car for Lots 111-176, and a storage house or other similar outbuilding not used for residential purposes subject to the requirements of Article II, Section 1(j) herein below.

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 storage house or other accessory structure, provided that such storage house or other accessory structure is new and of professional and quality grade, constructed of wood, Hardie board or brick. All storage houses or other accessory structures shall be under eight feet (8') by twelve feet (12') and shall not be taller than eight and a half feet (8 ½'). No storage shed or other accessory structure shall be constructed of metal or plastic material unless the Declarant has granted prior written consent, which consent may be withheld in Declarant's sole discretion.

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 Lots 1-110 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. The front yard setback for any of Lots 111-176, each inclusive, shall be at least fifteen feet (15') from the front property line of any such Lots 111-176 for any Main Dwelling that has a rear-entry garage and at least twenty feet (20') from the front property line for any Main Dwelling that has a front entry garage, the back yard setback for Lots 111-176 shall be at least five feet (5') from the back property line of the Lot, and there shall be no required side yard setback. 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 1, 10, 11, 20, 31, 32, 52, 53, 69, 70, 85, 86 and 109. 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 1-110, each inclusive, shall have a minimum of 1,500 square feet above ground with at least 1,250 square feet on the ground floor of structures having two (2) stories, the square footage of any basement constructed in connection with a structure on Lots 1-110 shall not apply to the minimum square footage requirements set forth herein in every case measured exclusive of porches, decks, garages, and basements. The floor area of any Main Dwelling located on Lots 111-176, each inclusive, shall have a minimum of 1,000 square feet, with at least 1,000 square feet on the ground floor of structures having two (2) stories, the square footage of any basement constructed in connection with a structure on Lots 111-176 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 8/12 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: Lots 1-110, other than Corner Lots, shall only be allowed to have a front entry (i.e. from the alley immediately to the front of a Lot, in accordance with the Plat and subject to the Architectural Reviewer's approval) garage, which garage shall be attached to the front 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 front entry (i.e. from the street immediately to the front of a Lot, in accordance with the Plat and subject to the Architectural Reviewer's approval) 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. Lots 111-176 shall be allowed to have either a front entry garage (i.e. from the street immediately in front of a lot) or rear entry garage (i.e. from the alley immediately behind/to the rear of a lot), which garage shall be attached to the front or rear of the Main Dwelling of a sufficient size to provide storage for at least one (1) automobile. Further, all garages placed on Lots 111-176 shall be placed in such a manner to abut a neighboring garages and be consistent in length, width and distance from the front or rear property line of each 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.

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. PARTY WALLS: Lots 111-176 shall be separated by a Party Wall. A "Party Wall" shall mean a common wall located on or near the diving line between two (2) Lots and separating two (2) Main Dwellings, and, to the extent not inconsistent with the provisions of this Section 5.k, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions. If the Party Wall is one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section 5.k. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot 111-176 is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall. If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and

the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Declarant. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Lubbock County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, structural integrity or appearance of the Party Wall to the adjoining Lot or Main Dwelling. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Architectural Reviewer. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "Dispute"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request by the Declarant, the Declarant shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Declarant, the Declarant shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Declarant in the Declarant's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Declarant may implement said mediator's or arbitrator's decision, as applicable. If the Declarant implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable for all costs of implementing the decision and all costs and expenses incurred by the Declarant in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1.50%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by a lien and may be collected by any means provided for the collection of any assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

l. 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.

m. MAILBOX. The Owner of any Lot shall not be allowed to install an individual mailbox on such Lot. Declarant shall install cluster mailboxes on Tract D or such other locations as determined by Declarant in its sole discretion and each Lot Owner shall be allowed one (1) individual locked mailbox and/or parcel compartment within such cluster mailbox. '

n. WINDOWS. No structure on any Lot shall utilize single-paned windows or single-hung windows. Each structure located on any Lot shall utilize, at a minimum, double-paned windows. Unless otherwise approved in writing by Declarant, no Improvement having more than one story will have windows on the second story, unless such windows on the second story face the front yard or the side yard of the Lot; no windows on the second story of an Improvement will face the rear yard of the Lot or neighboring Lots. If the Improvement on a Lot is situated so that the windows on the second story facing the side yard of the Lot will also allow visibility into the rear yards of the neighboring Lots, the Declarant may prohibit such windows facing the side yard, or require such windows to be moved closer to the front of the Improvement so that there will be no visibility into the rear yard of the Lot or the neighboring Lots.

o. 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 x 12, regardless of the material used for the roof . 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.

p. TOWNHOME ROOF. Each entranceway, fence, drive, or roof structure built on each lot which serves or separates any two adjoining lots, "Shared Improvement." As used in this Section 5.p., "Adjoining Owners" shall refer to the Owners of the adjoining lots who share the Shared Improvements and each singularly may be referred to as an "Adjoining Owner." No owner shall alter or change a Shared Improvement in any manner (interior decoration excepted) and the Shared Improvement shall always remain in the same location as when erected. In the event of damage or destruction of a Shared Improvement from any cause other than the negligence of either adjoining Owner, the Adjoining Owners shall, at joint and equal expense, repair or rebuild the Shared Improvement on the same line and of the same size, similar material, and of like quality with the present Shared Improvement. If an adjoining Owner's negligence shall cause damage to or destruction of the Shared Improvement, the negligent Adjoining Owner shall bear the entire cost of repair or reconstruction. If either Adjoining Owner shall neglect or refuse to pay the adjoining Owner's share, or all of the cost in the case of negligence, the other adjoining Owner may have the Shared Improvement repaired or restored and shall be entitled to have a mechanic's lien on the Lot and improvements of the Adjoining Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. Each

Adjoining Owner, and each Adjoining Owner's respective contractors, licensees, agents and employees, shall have an easement in that part of the lots and improvements of the other Adjoining Owner on which the Shared Improvements are located, as may be necessary or desirable to repair and restore any Shared Improvement, and each Adjoining Owner will permit the other adjoining Owner and said adjoining Owner's contractors, licensees, agents and employees to enter its Lot and improvements, at reasonable times and upon reasonable notice, for the purpose of repairing and restoring the Shared Improvements. Adjoining Owners shall each be responsible for one-half of the costs and expenses to maintain and repair the Shared Improvements, other than those maintenance items caused by the negligence of either adjoining Owner (in which event the negligent Owner will make the necessary repairs at the negligent Owner's sole cost and expense). Maintenance will be conducted from time to time as required to keep the Shared Improvements in good and functional condition, after obtaining the mutual consent of the Adjoining Owners. The Adjoining Owner's shall use their reasonable efforts to reach mutual agreement concerning the maintenance to be conducted and the contractor to conduct such maintenance of the Shared Improvements. Each Owner shall pay its share of the maintenance costs herein described within thirty (30) days after receipt of the invoices, statements, or other evidence of the maintenance costs incurred.

q. ADJOINING OWNER EMERGENCY REPAIR. Each Adjoining Owner may make repairs to remedy an "Emergency" that exists in regard to the Shared Improvements of the other Adjoining Owner has not agreed to such Emergency repairs immediately following written notice thereof (unless the Emergency is of a nature that notice would not be practical, in which event either Owner may make the Emergency repairs without notice to the Adjoining Owner). As used in this instrument, an "Emergency" means any circumstances which (i) create a material and immediate risk of personal injury, death, or substantial property damage, or (ii) materially and adversely interfere with use of the Shared Improvements for the purpose for which such Shared Improvement is intended. The Owner making the Emergency repairs will prosecute such repairs to completion in a diligent and good faith manner, taking into account the nature of the Emergency, and then providing the Adjoining Owner with an invoice, statement or other evidence of the repair costs incurred; and, the Adjoining Owner will reimburse the Owner making the Emergency repairs for one-half of the reasonable repair costs within thirty (30) days after receipt of such invoice or statement. The rights of any Owner to contribution from any other Owner under this Section 5.q. or elsewhere in this Agreement shall be appurtenant to such Owner's lot and shall pass to such Owner's successors in title. Each Owner shall have the right to enforce by any proceeding at law or in equity the provisions contained in this Section 5.q., including but not limited any proceeding to enforce the right of an Owner to receive payment for expenses incurred in maintaining, repairing or replacing Shared Improvements. Failure by any Owner to enforce any provision, however, shall in no event be deemed a waiver of the right of any other Owner to do so thereafter.

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 each Lot 1-110, 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 1-110 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 111-176, 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 Iron Horse (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 Iron Horse 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 Iron Horse Amenities, including, but not limited to or for: the payment of taxes on the Iron Horse Amenities and insurance in connection with the Iron Horse Amenities; the payment for utilities and the repair, replacement and additions of various items within the Iron Horse Amenities; paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Iron Horse 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 Iron Horse 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 Iron Horse 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, 2022, the Annual Assessment shall be Three Hundred and No/100th Dollars ($300.00); 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 Iron Horse Amenities as part of the Property, or to construct any improvements on Iron Horse 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 Iron Horse 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 Iron Horse 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 Iron Horse, 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 Iron Horse 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. Iron Horse 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 Iron Horse 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 ensure 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(s) may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Reviewer(s), in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the Architectural Reviewer is authorized, at its sole discretion, to waive any requirements relating to, but not limited to, garages (including size), carports, dwelling size, Masonry requirements, fences, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form and must be signed by at least a majority of the Voting Members of the Architectural Reviewer(s). The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration. Under Texas Property Code § 202.004(a), the exercise of discretionary authority by the POA or the architectural reviewers regarding a restrictive covenant, such as the

authority to permit a variance, is presumed reasonable unless it is determined by law to be arbitrary, capricious, or discriminatory.

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 Iron Horse . At such time that the Iron Horse Amenities are made available to the Owners and Residents of the Properties of Iron Horse subdivision, the Iron Horse Amenities shall be made available to the owners and residents of the Iron Horse 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 12 day of MAY, 2021.

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

CONSENT OF ADDITIONAL LOT OWNERS:

JAVAC Investments, Inc. a Texas corporation
P.O. Box 53417
Lubbock, TX 79453

By: _____
Jordan Wheatley, President

Tim Green Homes, Inc. a Texas corporation
P.O. Box 64155
Lubbock, TX 79464

By: _____
Timothy W. Green, President

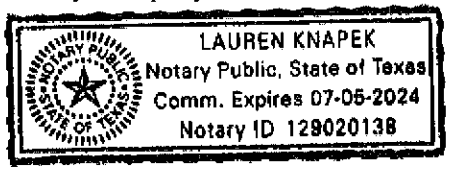
STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of May, 2021, 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

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of May, 2021, by Kenneth R. Smith, Manager of Wolfforth Land Company, LLC, a Texas limited liability company, on behalf of said company.



Lauren Knapek
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Jordan Wheatley, President of JAVAC Investments, Inc., a Texas corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Timothy W. Green, President of Tim Green Homes, Inc., a Texas corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

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

CONSENT OF ADDITIONAL LOT OWNERS:

JAVAC Investments, Inc. a Texas corporation
P.O. Box 53417
Lubbock, TX 79453

By: _____
Jordan Wheatley, President

Tim Green Homes, Inc. a Texas corporation
P.O. Box 64155
Lubbock, TX 79464

By: _____
Timothy W. Green, President

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 _____ day of _____, 20____, by Kenneth R. Smith, 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 LUBBOCK §

This instrument was acknowledged before me on the 12th day of May, 2021, by Jordan Wheatley, President of JAVAC Investments, Inc., a Texas corporation, on behalf of said corporation.

SHARON WILLIAMSON
Notary Public, State of Texas
Comm. Expires 02-19-2025
Notary ID 132935797

Sharon Williamson
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 12th day of May, 2021, by Timothy W. Green, President of Tim Green Homes, Inc., a Texas corporation, on behalf of said corporation.

SHARON WILLIAMSON
Notary Public, State of Texas
Comm. Expires 02-19-2025
Notary ID 132935797

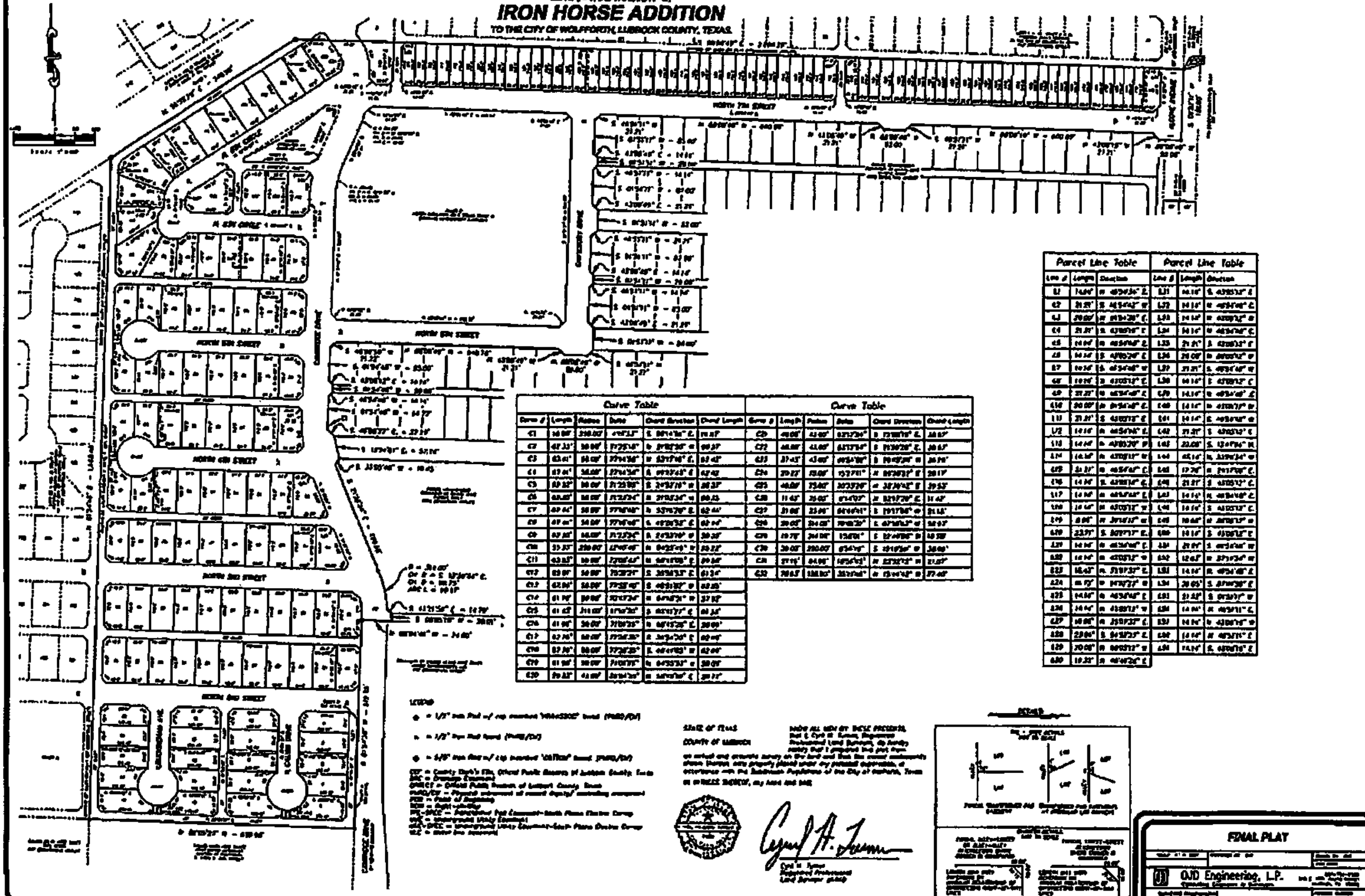
Sharon Williamson
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
The Plat

LOTS 1 - 179 & TRACTS A - D,

IRON HORSE ADDITION

TO THE CITY OF WOLFFORTH, LUBBOCK COUNTY, TEXAS.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	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]
C18	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C19	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C20	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C22	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C23	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C24	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C25	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C26	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C27	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C28	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C29	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C31	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C32	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Parcel Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Parcel Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

LEGEND

[illegible]

STATE OF TEXAS

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS:

[illegible]

Cyril H. Turner
Registered Professional
Land Surveyor

DETAILS

[illegible]

FINAL PLAT

OJD Engineering, L.P.

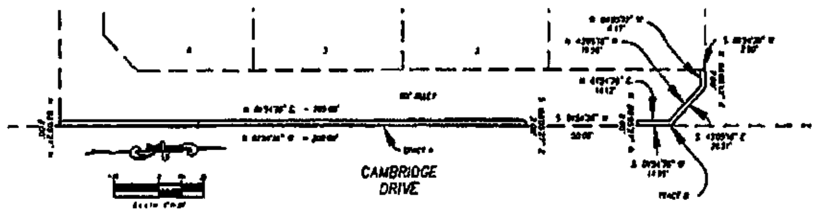
[illegible]

LOTS 1 - 173 & TRACTS A - D,

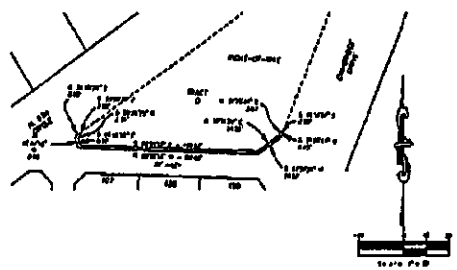
IRON HORSE ADDITION

TO THE CITY OF WOLFFORTH, LUBBOCK COUNTY, TEXAS.

TRACT A & B DETAIL -- SCALE: 1" = 20'



TRACT D DETAIL -- SCALE: 1" = 40'



FINAL PLAT

OJD Engineering, L.P.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
05/24/2021 08:03 AM
Recording Fee: $194.00
2021025218