Timberlake & Weaver
c/o Service Title Co

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DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS and EASEMENTS

ON AND FOR

LOTS 1 – 61, BURGAMY PARK
an Addition to the City of Lubbock
Lubbock County, Texas

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS WAIVING AND RELEASING DECLARANT FROM LIABILITY FOR NEGLIGENCE IN SPECIFIED CIRCUMSTANCES.

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This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and effective as of the ____ day of May, 2021, by 806 LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company, (sometimes referred to herein as the Declarant):

PREAMBLE

Declarant is the owner and developer of certain residential Lots within a tract of land now commonly known and described as BURGAMY PARK, an Addition to the City of Lubbock, Lubbock County, Texas (the lots subject to this Declaration being more particularly described on Exhibit "A" attached hereto). Declarant proposes to establish and implement plans for residential living, recreation, aesthetic and quality-of-life considerations. The purposes of this Declaration is to protect the Declarant and the Owners against inappropriate development and use of Lots within the Properties; to assure compatibility of design of improvements within the Subdivision; to secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; to provide for landscaping and the maintenance thereof; and, in general to encourage construction of attractive, quality, permanent improvements that will promote the general welfare of the Declarant and the Owners. Declarant desires to impose these restrictions on the BURGAMY PARK property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the quality and distinction of the BURGAMY PARK project.

DECLARATION

The Declarant hereby declares that the residential lots described on Exhibit "A" attached hereto, and such phases or additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements (sometimes collectively referred to hereinafter as "the Covenants") hereinafter set forth.

ARTICLE I.
CONCEPTS AND DEFINITIONS

The following words, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Official Public Records of Lubbock County, Texas which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

"Applicable Law" means the statutes and public laws, codes, ordinances, and regulations in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the Governing Document provision. Statutes and ordinances specifically referenced in the Governing Documents are "Applicable Law" on the date of the Governing Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Architectural Reviewer" shall mean and refer to the person, entity or committee described and explained within Article IV below.

"Central Appraisal District" ("CAD") shall mean and refer to the governmental and/or quasi-governmental agency(ies) (including without limitation the Lubbock Central Appraisal District) established in accordance with Texas Property Tax Code Section 6.01 et seq. (and its successor and assigns as such law may be amended from time to time) or other similar statute which has, as one of its purposes and functions, the establishment of an assessed valuation and/or fair market value for various lots, parcels and tracts of land in Lubbock County, Texas.

"Covenants" shall mean and refer to all covenants, conditions, restrictions, and easements set forth within this Declaration.

"Declarant" shall mean and refer to 806 Land Development Group, LLC, and any successor(s) and assign(s) of 806 Land Development Group, LLC, with respect to the voluntary disposition of all (or substantially all) of the assets and/or membership interest of 806 Land Development Group, LLC and/or the voluntary disposition of all (or substantially all) of the right, title and interest of 806 Land Development Group, LLC in and to the Properties. However, no person or entity merely purchasing one or more Lots from 806 Land Development Group, LLC in the ordinary course of business shall be considered a "Declarant".

"Declaration" shall mean and refer to this particular instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements on and for BURGAMY PARK," together with any and all amendments or supplements hereto.

"Deed" shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

"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 Properties, and all amendments, bulletins, modifications, supplements and interpretations thereof.

"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 the earlier of the following dates: (i) the expiration of 10 years; or (ii) the date on which Declarant no longer owns any Lots within the Subdivision.

"Dwelling Unit" shall mean and refer to any building or portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

"Easement Area" shall mean and refer to those areas which may be covered by an easement specified in Article VI below.

"Governing Documents" shall mean, singly or collectively as the case may be, the Plat and this Declaration, as said documents may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Governing Document is a part of that Governing Document.

"Homebuilder" shall mean and refer to each entity and/or individual which is regularly engaged in the ordinary business of constructing residential dwellings on subdivision lots for sale to third-party homeowners as their intended primary residence.

"Improvement" or "Improvements" shall mean any physical change to raw land or to an existing structure which alters the physical appearance, characteristics or properties of the land or structure, including but not limited to adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any land or structure.

"Lot" shall mean and refer to each separately identifiable portion of the Subdivision which is platted, filed and recorded in the office of the County Clerk of Lubbock County, Texas and which is assessed by any one or more of the Taxing Authorities and which is not a Drill Site.

"Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

"Properties" shall mean and refer to the land described within Exhibit "A" attached hereto and shall include any property added to this Declaration pursuant to Article II hereof.

"Resident" shall mean and refer to:

(a) each Owner of the fee simple title to any Lot within the Properties;

(b) each person residing on any part of the Properties who is a bona-fide lessee pursuant to a written lease agreement with an Owner; and

(c) each individual lawfully domiciled in a Dwelling Unit other than an Owner or bona-fide lessee.

"Structure" shall mean and refer to: (i) any thing or device, other than trees, shrubbery (less than two feet high if in the form of a hedge) and landscaping (the placement of which upon any Lot shall not adversely affect the appearance of such Lot) including but not limited to any building, garage, porch, shed, greenhouse or bathhouse, cabana, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge more than two feet in height, signboard or other temporary or permanent living quarters or any temporary or permanent Improvement to any Lot; (ii) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and (iii) any enclosure or receptacle for the concealment, collection and/or disposition of refuse; (iv) any change in the grade of any Lot of more than three (3) inches from that existing at the time of initial approval by the Architectural Reviewer.

"Subdivision" shall mean and refer to those Lots and Tracts described on Exhibit "A," within BURGAMY PARK, a subdivision in the City of Lubbock, Lubbock County, Texas as shown on the map and plat thereof filed of record in the Map/Plat and/or Dedication Records of Lubbock County, Texas, as well as any and all revisions, modifications, corrections or clarifications thereto. The "Subdivision" will also include any additional land which is added or annexed hereto by Declarant in accordance with Article II, Section 2 of this Declaration.

"Taxing Authorities" shall mean and refer to Lubbock County, the Lubbock School District, the City of Lubbock, Texas and the State of Texas and any and all other governmental entities or agencies which have, or may in the future have, the power and authority to impose and collect ad valorem taxes on the Properties or any Lot within the Subdivision, in accordance with the Texas Constitution and applicable statutes and codes.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The residential Lots which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration within the BURGAMY PARK Addition are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Section 2. Additions to Existing Property. Additional land(s) may become subject to this Declaration, or the general scheme envisioned by this Declaration, as follows: The Declarant may (without the joinder and consent of any person or entity) add or annex additional real property to the scheme of this Declaration within the next ten (10) years by filing of record an appropriate enabling declaration, generally similar to this Declaration, which may extend the scheme of the Covenants to such property. Provided further; however, such other declaration(s) may contain such complementary additions and modifications of these Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept and purpose of this Declaration.

ARTICLE III.
INSURANCE; REPAIR; RESTORATION

Section 1. Owner's Insurance; Security. The Declarant will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners or Residents (and their respective family members and guests). THE DECLARANT IS NOT INSURING THE REAL OR PERSONAL PROPERTY OF THE OWNERS OR RESIDENTS AND NO SECURITY SERVICES ARE BEING PROVIDED.

Each Owner and Resident expressly understands, covenants and agrees with the Declarant that:

(a) The Declarant does not have any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner and Resident; and

(b) **EACH OWNER AND RESIDENT SHALL TAKE SUCH ACTION AS EACH OWNER AND RESIDENT DEEMS NECESSARY TO PROTECT AND SAFEGUARD PERSONS AND PROPERTY.**

ARTICLE IV.
ARCHITECTURAL REVIEW

Section 1. Purpose, and Architectural 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 of architectural control.

Section 2. Architectural 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 Dwelling Units 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 Dwelling Unit 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 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, Dwelling Unit, 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:

(i) 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;

(ii) minimum finished floor elevation and proposed footprint of the dwelling;

(iii) 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 adjoining Dwelling Units;

(iv) drainage solutions;

(v) the observance of and compliance with applicable setback lines and easement areas; and

(vi) 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 treatment of all walks, driveways, fences, walls, the Dwelling Unit and any other Structures and Improvements; (ii) floor plan showing the exact window and door locations, exterior wall treatment and materials, the treatment of party walls and all other Shared Improvements, 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 as a condition precedent to any approval of the Plans, that the applicant obtain and produce an appropriate building permit from the City of Lubbock, Texas. The Architectural Reviewer is also authorized to coordinate with the City of Lubbock 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 Lubbock 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 Lubbock 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 ten (10) 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 ten-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 BURGAMY PARK. 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 Article IV, Section 4 of 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 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 has 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) has 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 these Covenants. If an Owner shall vary materially from the approved Plans in the construction of any Improvements and Structures, the Architectural Reviewer shall have the right to order such Owner to cease construction and to correct such variance so that the Improvement will conform in all material respects to the Plan as approved. If an Owner shall refuse to abide by the Architectural Reviewer's request, the Architectural Reviewer shall have the right to take appropriate action to restrain and enjoin any further construction on a Lot that is not in accordance with approved Plans. The Architectural Reviewer shall have the right, but not the obligation, to inspect the Improvements during construction to insure compliance with the Plans and compliance with City of Lubbock code requirements. During the Development Period, the Declarant shall have all of the rights granted herein to the Architectural Reviewer.

Section 10. Variances. The Architectural Reviewer may authorize variances from compliance with any of the provisions of this Declaration relating to construction of Improvements and Structures on a Lot, including but not limited to restrictions upon height, size, floor area, exterior walls, roofing design and materials, replacement of Structures when deemed appropriate in the sole discretion of the Architectural Reviewer. Additional considerations of the Architectural Reviewer in deciding whether to grant a variance include circumstances such as governmental code changes, topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be evidenced in writing, and shall become effective upon their execution. Such variances may be recorded. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Lot.

Section 11. Approved Homebuilders. Declarant intends for the Fourth Phase Lots to be built out in accordance with the then-highest prevailing standards for residential construction. Pursuant to Declarant's purpose to preserve and enhance the value of the Fourth Phase Lots, no Homebuilder other than those who are approved Homebuilders by the Declarant shall be permitted to construct any new Dwelling Unit within the Fourth Phase Lots. Declarant, in Declarant's sole and absolute discretion, shall approve or disapprove any Homebuilder seeking to become an approved Homebuilder based upon a number of factors, including but not limited to the applying Homebuilder's willingness to build in accordance with approved plans and specifications, quality of past work, past client satisfaction and financial history. Homebuilders seeking to be approved to construct within the Fourth Phase Lots shall submit an application to Declarant including information sufficient for Declarant to determine whether to approve Homebuilder. Declarant shall advise the applying Homebuilder within ten (10) business days ("business days" being days other than Saturday, Sunday or legal holidays) following receipt of application whether or not the Homebuilder is approved to construct a Dwelling Unit within the Fourth Phase

Lots. If the Declarant shall fail to approve or disapprove the applying Homebuilder within said 10-day period, it shall be presumed that the Declarant has disapproved the Homebuilder. Unless a prior approval of a Homebuilder has been revoked by Declarant, any approved Homebuilder need not seek prior approval for construction of additional Dwelling Units within the Fourth Phase Lots. The power to approve Homebuilders is vested solely in the Declarant, and is independent of the Architectural Reviewer. The requirement for Homebuilders to seek prior approval prior to construction of a Dwelling Unit shall cease upon the expiration or termination of Declarant's Development Period.

While Declarant will approve Homebuilders based on past performance in construction and customer satisfaction, Declarant makes no warranty or guarantee, in any respect, to any work to be completed by any approved Homebuilder. All Owners are encouraged to perform their own evaluation of the qualifications of Homebuilders and select their Homebuilder based solely upon their own independent evaluation.

ARTICLE V.
USE OF LOTS IN THE SUBDIVISION; PROTECTIVE COVENANTS

The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used in accordance with the covenants, conditions and restrictions contained in this Article V.

As used in this Article V, the following words shall be deemed to have the following meanings:

(i) "rear yard" shall mean that portion of a Lot existing from the rear of the Dwelling Unit located thereon to the rear property line, and from side property line to side property line;

(ii) "front yard" shall mean that portion of a Lot existing from the front of the Dwelling Unit located thereon to the front property line, and from side property line to side property line; and

(iii) "side yard" shall mean that portion of a Lot existing between the front and rear of the Dwelling Unit located thereon, and from the side of such Dwelling Unit to the side property line.

Section 1. Residential Use of Lots. All Lots within the Subdivision shall be used, known and described as residential Lots unless otherwise indicated on the Subdivision plat. Lots shall not be further subdivided and except for the powers and privileges herein reserved by the Declarant, the boundaries between Lots shall not be relocated without the prior express written consent of the Architectural Reviewer. No building or Structures shall be erected, altered, placed or permitted to remain on any residential Lot other than one (1) single-family Dwelling Unit, subject to those buildings, structures or improvements specifically allowed hereinbelow. No Dwelling Unit, garage or other Structure appurtenant thereto, shall be moved upon any Lot from another location. No building or Structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on such premises, or any part thereof, save and except those related to development, construction and sales purposes of a Homebuilder or the Declarant. No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any Dwelling Unit or Accessory Building which would: (i) attract automobile, vehicular or pedestrian traffic to the Lot; (ii) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Subdivision. A Resident may use a Dwelling Unit for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (i) the uses are incidental to the primary use of the Dwelling Unit as residence; (ii) the uses conform to Applicable Law; (iii) there is no visible evidence of the business; and (iv) the uses do not entail visits to the Lot

by employees or the public in quantities that materially increase the number of vehicles parked on the street and the uses do not interfere with the residential use and enjoyment of neighboring Lots by other Owners and Residents. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City of Lubbock, County of Lubbock, Texas or any other governmental authority having jurisdiction over the Subdivision or any other Applicable Law. In addition to the residential use restriction described above, the Lots are subject to the following additional use restrictions:

(a) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance, danger, or nuisance to the neighborhood.

(b) Except as may be otherwise permitted herein, no Structure or Improvement of a temporary character, including, but not limited to, a trailer, recreational vehicle, mobile home, modular home, prefabricated home, manufactured home, tent, shack, barn or any other Structure or building (other than the Dwelling Unit to be built thereon) shall be placed on any Lot either temporarily or permanently. No Dwelling Unit, garage or other Structure appurtenant thereto, shall be moved upon any Lot from another location. However, the Declarant reserves the right to erect, place, maintain, and to permit Homebuilders to erect, place and maintain such facilities in and upon any Lot as in its discretion may be necessary or convenient during the period of or in connection with the improvement and/or sale of any Lots.

(c) No animals shall be permitted which are obnoxious, offensive, vicious or dangerous. Further, no swine, goats or fighting roosters shall be permitted on any Lot. Other than dogs, cats and other domestic animals which are kept as family pets, no other animals shall be kept on any Lot.

(d) No rubbish, trash, garbage, debris or other waste shall be dumped or allowed to remain on any Lot.

(e) No clothesline may be maintained on any Lot, unless enclosed by a hedge or other type of screening enclosure.

(f) Temporary Structures. Except as may be otherwise permitted in this Declaration, no Structure or Improvement of a temporary character, including, but not limited to, a trailer, mobile home, modular home, prefabricated home, manufactured home, tent, shack, barn or any other Structure or building (other than the Dwelling Unit to be built thereon) shall be placed on any Lot either temporarily or permanently, if visible from a street. However, a portable toilet or construction trailer is permitted on a Lot during construction of the Dwelling Unit.

(g) Antennas, Towers, Vertical Structures, and Flagpoles. No antenna, tower, wind generator or other similar vertical structure shall be erected on any Lot for any purpose; however, a flagpole will be permitted where approved in writing by the Architectural Reviewer. No antenna or tower shall be affixed to the outside of any Dwelling Unit on any Lot without the prior written consent of the Architectural Reviewer. No satellite reception device or equipment used in the reception of satellite signals shall be allowed on any Lot or Structure unless approved in writing by the Architectural Reviewer and approval will be granted only where the devices are reasonably concealed from view of any street, public areas and neighboring Lots, and Structures. No satellite dishes will be permitted which are larger than one meter in diameter. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the Act.

(i). Flagpoles and Flags. Nothing within this Declaration shall prohibit an Owner from displaying (a) the flag of the United States of America; (b) the flag of the State of Texas; or (c) an official or replica flag of any branch of the United States armed forces. The flag of the United States shall be displayed in accordance with 4 U.S.C., Sections 5 through 10, and the flag of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code. The location and design of any proposed flagpole must be approved by the Architectural Reviewer, and no flagpole will be approved that is taller than twenty (20) feet above the ground. Further, no more than one (1) flagpole will be installed on a Lot at any one time; and, such flagpole, subject to applicable zoning ordinances, easements, and setbacks of record, must be located in the front yard on the Lot, or attached to the Dwelling Unit (but not any Shared Improvements), as approved by the Architectural Reviewer. All flags will be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole will be promptly repaired, replaced or removed. The size of each flag must be in proportion to the height of the pole from which it is displayed, and no flag shall be larger than three feet by five feet for a twenty-foot pole. The flagpole shall have an appropriate devise to abate noise from any external halyard. If the flagpole is illuminated, the illumination must be of intensity, wattage or lumen count that does not cause an annoyance to adjacent Lots or other Owners, and the Architectural Reviewer must first approve all such illumination. Except for the flags herein permitted, no other types of flags, pennants, banners, kites or similar types of displays are permitted on a Lot, if the display is visible from the street or an adjacent Lot.

(ii). Wind Generators. Any wind generator or other devise designed to convert wind to usable wind energy may be installed and maintained on any Lot improved with a Dwelling Unit, only if such generator or devise is first approved by the Architectural Reviewer. The Architectural Reviewer will not approve any wind generator or similar devise unless the generator or devise: (a) is on a portion of a Lot, Dwelling Unit, or roof that is not street-facing; (b) is not clearly visible from a street or another Lot; (c) is not mounted on a pole; (d) is not taller than the highest point on the roof of the Dwelling Unit; and (e) is no larger in size than one yard (3 feet) in diameter.

(h) Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than five (5) square feet advertising the property for sale, or a sign used by Declarant or a Homebuilder to advertise the building of Improvements on such property during the construction and sales period. In accordance with Applicable Law, an Owner may display one ground-mounted sign for each political candidate or ballot item for an election, provided that the sign shall be installed no earlier than ninety (90) days before the election and removed not later than ten (10) days after the election: and, no sign will be allowed or permitted that: (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) is attached in any way to plant material, a traffic control devise, a light, a trailer, a vehicle, or any other existing structure or object; (iii) includes the painting of architectural surfaces; (iv) threatens the public health or safety; (v) is larger than four feet by six feet; (vi) violates the law; (vii) contains language, graphics, or any display that would be offensive to the ordinary person; or (viii) is accompanied by music or sounds or by streamers or is otherwise distracting to motorists.

(i) Vehicles. All vehicles on the Properties, whether owned or operated by the Owners or Residents or their invitees, are subject to this Section.

(1). Compliance with Laws. Any ordinance of the City of Lubbock or County of Lubbock,

Texas relating to vehicles and parking, and which may be applicable to the Properties, is incorporated herein by reference. Any vehicle on the Property that violates such an ordinance is deemed to also violate these use restrictions.

(2). Repairs and Storage. A driveway, street or unfenced portion of a Lot may not be used for repair, maintenance, restoration, or storage of vehicles, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

(3). Prohibited Vehicles. The following types of vehicles and vehicular equipment – mobile or otherwise – may not be kept, parked, or stored anywhere on a Lot or on the Property: travel trailer, camper trailer; pop-up or tent camper, house trailer, utility or cargo or stock trailer, mobile home, motor home, recreational vehicle, house car, boat, personal water craft, race car or car parts, snowmobile, dune buggy, inoperable passenger vehicle, vehicle that transports inflammatory or explosive cargo, junk vehicle, abandoned vehicle, and any vehicle which the Architectural Reviewer deems to be a nuisance, unsightly or inappropriate. This prohibition does not apply to (i) vehicles and equipment temporarily on the Property in connection with construction or maintenance of any Improvement on a Lot or on the Property, or (ii) recreational vehicles and boats that are temporarily parked on a driveway for the purpose or loading, unloading or cleaning, provided that under no circumstances may a recreational vehicle or boat be parked in driveway for more than 3 consecutive days. Prohibited Vehicles as described in this paragraph must be stored at a location other than the Lot or the Property.

It is expressly permitted that a recreational vehicles having a height of less than 7 feet, may be parked upon a concrete paved surface located in the rear yard of a Lot, subject to prior approval by the Architectural Reviewer.

(j) Solar Energy Devices. Solar Energy Devices shall be permitted on a Dwelling Unit only as approved by the Architectural Reviewer. During the Development Period, the Declarant reserves the right to prohibit all Solar Energy Devices. A "Solar Energy Device," for purposes of the Governing Documents, is a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. All solar devices not meeting this definition are prohibited. The Architectural Reviewer will not approve, and an Owner may not install Solar Energy Devices that: (i) threaten the public health or safety; (ii) violate a law; (iii) are located in an area on the Owner's Lot other than on the roof of the Dwelling Unit or in a fenced rear yard or patio in the rear yard owned and maintained by Owner on the Owner's Lot; (iv) are installed in a manner that voids material warranties; (v) are installed without prior approval of the Architectural Reviewer; or (vi) substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities (the written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist). If a Solar Energy Device is mounted on the roof of a Dwelling Unit, it must: (i) extend no higher or beyond the roofline; (ii) be located only on the back of the Dwelling Unit – being the side of the roof opposite the street (the Architectural Reviewer may grant a variance in accordance with this Declaration if an alternate location is substantially more efficient and/ or less visible); (iii) conform to the slope of the roof, and have all top edges parallel to the roofline; and (iv) not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone, commonly available in the marketplace. If the Solar Energy Device is located in a fenced rear yard or patio, it may not be taller than the fence line. Any solar shingles must be designed primarily

to (i) be wind and hail resistant; (ii) provide heating/ cooling efficiencies greater than those provided by customary composite shingles; or provide solar generation capabilities. In addition, solar shingles, when installed, must (i) resemble the shingles used or otherwise authorized for use on Lots in the Property; (ii) be as durable and of equal or superior quality to the shingles used or otherwise authorized for use on Lots in the Property; and (iii) match the aesthetics of the Dwelling Units surrounding the Owner's Dwelling Unit, and in particular, the roofs of adjoining Dwelling Units.

(k). Rain Barrel or Rainwater Harvesting Systems. Rain barrel or rainwater harvesting systems shall be located only in the rear yard of the Lot and shall be screened from view of all streets and other Lots, as approved by the Architectural Reviewer. Exceptions may be approved by the Architectural Reviewer only if the rain barrel or rainwater harvesting system is compatible in color, style and materials with the architecture of the Dwelling Unit and only if the rain barrel or rainwater harvesting system is not visible from the street or other Lots.

Section 2. Minimum Floor Space. Each Dwelling Unit constructed on any Lot shall contain not less the minimum square footages identified below of air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling). No Structure will be in excess of two (2) stories. If the Dwelling Unit consists of more than one story or level then not less than seventy-five percent (75%) of the minimum floor space shall be ground floor space (first story), unless the Architectural Reviewer approves a different percentage in order to accommodate a particular Lot configuration or a special circumstance related to a particular Dwelling Unit.

Single Family Home Lots	Lots 1 – 61	1,400 square feet

Section 3. Garages; Parking. Each single-family Dwelling Unit erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the Architectural Reviewer. Garages shall be directly attached to the Dwelling Unit. Each Owner and Resident shall use their respective best efforts to park and store their automobiles within the garage. All garage doors shall be closed at all times when not in use. Any and all proposed garage plans and specifications must be submitted to the Architectural Reviewer for review and approval. A garage will be situated on the Lot in such a manner that the garage door or entry will face the street which abuts the front of the Lot upon which the Dwelling Unit is to be situated. Declarant has established a setback requirement for the garages in Section 5, below, and may adjust the requirements as necessary to accommodate the particular dimensions of each Lot and the requirements of any Applicable Law.

Under no circumstances or conditions shall any automobile, boat or other vehicle be parked on a non-paved portion of any Lot.

Section 4. Outbuilding. Each Lot shall be permitted to erect one outbuilding, subject to prior approval by the Architectural Reviewer. Said outbuilding shall not contain more than twenty-five percent (25%) of the square footage of the Dwelling Unit located thereupon. For purposes of calculating the permissible square footage of an outbuilding, the square footage of the Dwelling Unit shall be the air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling). Additionally, the exterior wall height of the outbuilding shall not exceed the exterior wall height of the first story of the Dwelling Unit. No outbuilding may be used as a dwelling and may not be leased to others for any purpose. The Architectural Reviewer may make additional requirements regarding the construction materials, design, colors and location of the outbuilding, in order to maintain and ensure the harmonious nature of the Subdivision.

Section 5. Setback Requirement. Each Dwelling Unit will face the street which abuts the front of the Lot upon which the Dwelling Unit is to be situated. No structure may be placed with the following setback lines:

(a) Single Family Home Lots. Lots 1 – 61

Front Setbacks. For Lots 1 through 61, inclusive, the setback will be 20 feet from the front property line of the Lot.

Rear Setbacks. For Lots 1 through 61, inclusive, the setback will be 15 feet from the rear property line of the Lot, except that a 5 foot setback shall be allowed for a wing or extension of the Dwelling Unit, as approved by the City of Lubbock Building Safety Department.

Side Setbacks. For Lots 1 through 61, inclusive, the setback will be 5 feet from the side property lines of the Lot.

(b) The following Structures are expressly excluded from the setback restrictions:

(i) steps, walks, driveways and curbing;

(ii) landscaping;

(iii) planters, walls, fences or hedges, not to exceed 7 feet in height, and which comply with the restrictions set forth in this Declaration;

(iv) any other Structures exempted from the setback restrictions by the Architectural Reviewer on a case-by-case basis.

Section 6. Fences. Any fence to be constructed on a Lot must conform to the following requirements:

(a) A "privacy fence" (as "privacy fence" is hereinafter defined) is required to be constructed on each Lot during the construction of the Dwelling Unit. A "privacy fence" shall refer to a fence constructed in the rear yard of a Lot to screen a portion of the rear yard from the view of neighboring Lots, alleys, street or other properties. The privacy fence is to be constructed only in the rear yard and side yard of a Lot, and as necessary in order to close off the fence from the side yard to the Dwelling Unit facing the front yard. All fences shall be constructed of cedar pickets six (6) feet in height, unless exempted by the Architectural Reviewer.

(b) It is expressly prohibited that privacy fences not otherwise provided for in this Section shall be not be constructed of chain link, barbed wire, r-panel metal fencing, or other like materials.

Section 7. Construction Standards for Lots. In addition to meeting all applicable building codes, all Improvements and Structures on each Lot shall meet with the following requirements:

(a) EXTERIOR WALLS: Unless waived by the Architectural Reviewer, the minimum wall plate height for exterior walls shall be no less that nine (9) feet. The exposed exterior wall area facing the street, exclusive of doors, windows and covered porch area, shall be at least 75 percent brick, masonry, stucco, EIFS, or other materials approved by the Architectural Reviewer, and up to 25 percent siding. All siding must be cementious materials and not Masonite. The exposed exterior wall area facing the sides or rear of the Dwelling

Unit, exclusive of doors, windows and covered porch area, shall be brick, masonry, stucco, EIFS, or other materials approved by the Architectural Reviewer. The Architectural Reviewer is specifically authorized to require a continuous uniform surface with respect to all Structures which directly face the street or another Lot.

(b) ROOFING DESIGN AND MATERIAL: Flat roofs, mansard roofs and other "exotic" roof forms shall not be permitted. All roofing materials utilized on any Structure on a Lot must be approved by the Architectural Reviewer. The Architectural Reviewer will not approve of a roof of crushed stone, marble or gravel, it being intended that each roof shall be constructed only of composition shingles rated for a minimum of 30 years, standing seam metal or other materials approved by the Architectural Reviewer taking into account harmony, conformity, color, appearance, quality and similar considerations. Functional roof-affixed appurtenances, such as exposed flashing, plumbing stacks, roof vents, and downspouts, must be painted to match, blend with or complement the color of adjacent materials. The same roof pitch must be used for the Dwelling Unit and attached garage portions of the house. The minimum roof pitch must be 6 feet of rise for each 12 feet of run; however, other pitches or ratios may be approved by the Architectural Reviewer for an entire roof, or for portions of a roof, on a case-by-case basis.

(c) GARAGES: In addition to meeting the requirements stated in Article V, Section 3, all garages shall be given the same architectural treatment as the Dwelling Unit located on such Lot. The interior walls of all garages must be finished (taped, floated and painted as a minimum). No garage shall be enclosed for living area or utilized for any other purpose than storage of automobiles and related normal uses.

(d) 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 Dwelling Unit shall be architecturally compatible with the Dwelling Unit, and shall be approved by the Architectural Reviewer.

(e) WINDOW UNITS: No Structure shall utilize window mounted or wall-type air conditioners or heaters.

(f) SKYLIGHTS: Skylights shall be permitted on the roof of a Dwelling Unit, subject to approval by the Architectural Reviewer. No other equipment, including without limitation, heating or air conditioning units, solar panels, solar collection units, satellite dishes, and antennas, shall be located on the roof of any Dwelling Unit or Structure, unless the same are concealed from view from adjoining Lots and public streets, and do not materially alter the roof line of the Dwelling Unit or Structure; and further, plans and designs for such equipment to be located on a roof must be submitted with the Plans required pursuant to Article IV hereof, and the design, plans, and installation of skylights, and all equipment located on the roof, are subject to the approval of the Architectural Reviewer.

(g) SWIMMING POOLS: No above-ground swimming pools shall be permitted on any Lot. However, an above-ground spa or hot tub may be constructed on a Lot provided that the same is located on a porch or deck associated with the Dwelling Unit. Any in-ground swimming pool shall be located in the rear yard of the Lot, and shall be securely enclosed by a fence and gates designed to prevent children and animals from accidently entering the pool enclosure. An enclosed in-ground pool may be constructed at the rear of the Dwelling Unit (either attached to the Dwelling Unit 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 Dwelling Unit. All swimming pools, and all swimming pool enclosures, must be approved by the Architectural Reviewer.

(h) SEPTIC SYSTEMS: No cesspool, outhouse or outside toilet shall be permitted on any Lot. Toilets located in any Structure, shall be connected to an approved public sewage disposal system.

(i) WATER WELLS: Water wells on a Lot must comply in all respects with all Applicable Laws. If water well is permitted by Applicable Law, Owners and Residents may utilize water from an authorized water well for domestic purposes only, and all water produced from a well shall be utilized solely on the Lot from which the water is removed. No Owner or Resident may remove or sell water from their Lot to the public, or to any person or entity.

(j) MAILBOXES: The Properties will receive mail service from the United States Postal Service using "cluster boxes". No individual pedestal mailboxes shall be permitted for any Lot. Each Owner shall be responsible for maintaining their assigned cluster mailbox in accordance with the standards established by the United States Postal Service. If a mail cluster station should ever have to be replaced, each Owner shall be responsible for any fees assessed against the users of the mail cluster station by the United States Postal Service.

(k) APPROVED STRUCTURES OTHER THAN DWELLING UNIT: No Structure or Improvement shall be permitted on any Lot other than the Dwelling Unit and such permanent Structures and Improvements as are approved in writing by the Architectural Reviewer, such as swimming pool equipment houses, cabanas, greenhouses, barns and storage sheds.

Section 8. Landscaping of Lots. Construction of each and every Dwelling Unit within the Properties shall include the installation and placement of appropriate landscaping. All landscaping shall be completed by no later than 3 months after final completion of the Dwelling Unit. 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, groundcover and plants; and (iii) provide for landscaping of all portion of the Lot not covered by Improvements. Landscaping shall include groundcover, trees, shrubs, vegetation and other plant life.

Section 9. Screening. All utility meters, equipment, air conditioning compressors, swimming pool filters, heaters and pumps and any other similar exposed mechanical devises on any Lot must be screened so that the same are not visible from other Lots or any public street on which the Lot borders.

Section 10. Utilities. All public or private utility and service connections including, but not limited to natural gas, water, electricity, telephone, cable television or security system, 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, pad mount transformers, and street lights may be located above ground only when 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. Natural gas connections will be available along the front property line of each Lot, and any natural gas meters shall be mounted to the side of the Dwelling Unit.

Section 11. Trash Container. All dumpsters and other trash containers shall be located in the alley at the rear of each Lot. Such containers shall be placed as close to the rear fence on the Lot as reasonably possible so that said container will not interfere with use of the alley. Each Owner, at Owner's 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 in the alley or on a Lot).

Section 12. General.

(a) CONSTRUCTION DEBRIS: During the construction or installation of any Improvement or Structure on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible and an appropriate trash container will be maintained on the Lot during all construction activities.

(b) STOPPAGE OF CONSTRUCTION: Once commenced, construction shall be diligently pursued to the end that it will be completed within 12 months from the date commenced. For purposes of this Declaration, 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 Improvements or Structures shall begin.

(c) LIABILITY FOR CONSTRUCTION ACTIVITIES ON LOT. Each Homebuilder and each Lot Owner (or the Owner's builder) is solely responsible and liable for all construction activities on the Lot, and construction activities on the Lot will comply with all federal, state and local laws, statutes, ordinances, regulations and rules, as well as all requirements set forth in this Declaration and all amendments and supplements thereto. Without limiting the generality of the preceding sentence, each Homebuilder and Lot Owner (or the Owner's builder) assumes all obligations and duties imposed by the Texas Commission on Environmental Quality ("TCEQ") related to discharges from construction activities. Each Homebuilder and Lot Owner (or Owner's builder) will be solely responsible for obtaining from TCEQ all required permits and any required Notice of Intent; and, each Homebuilder and Lot Owner (or Owner's builder) will be solely responsible for performing all construction activities and best management practices on the Lot in a manner that complies with federal, state and local laws, statutes, ordinances, regulations and rules, including those imposed by the TCEQ. By purchasing a Lot within the Subdivision, each Homebuilder and Lot Owner accepts all responsibility and liability for compliance with federal, state, and local laws, statutes, ordinances, regulations and rules, including those imposed by the TCEQ, and each Homebuilder and Lot Owner agrees to indemnify and hold harmless Declarant from all claims, fines, suits, actions, liabilities and proceedings whatsoever and of every kind, known or unknown, fixed or contingent which may be brought or asserted against Declarant on account of or growing out of any and all injuries or damages relating to construction activities on the Lot being performed by each Homebuilder and Lot Owner (or Owner's builder), and all losses, liabilities, judgments, settlements, costs, penalties, damages, fines and expenses relating thereto, including, but not limited to, attorney's fees and other costs of defending against, investigating and settling said claims.

Section 13. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved in this Declaration and as shown on the recorded subdivision plat. Utility service may be installed along or near the front and/or side and/or rear Lot lines and each Lot Owner shall have the task and responsibility of determining the specific location of all such utilities. Except as may be otherwise permitted by the Architectural Reviewer (e.g. fencing, flatwork, landscaping, etc.), no Owner shall erect, construct or permit any obstructions or permanent Improvements or Structures of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage. Electrical (and possibly other utility) easements are likely to be located at or near or along the rear Lot line(s), and each Lot Owner assumes full, complete and exclusive liability and responsibility for all cost and expense related to damage, repair, relocation and restoration of such improvements or fence. Except as to special street lighting or other aerial facilities which may be required by the City of Lubbock or County of Lubbock, Texas or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development-plan, no aerial utility facilities of any-type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground

facilities) shall be erected or installed on the Subdivision whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Subdivision, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility. All utility meters, equipment, air conditioning compressors, water wells and similar items must be visually screened and located in areas designated by the Architectural Reviewer. The Architectural Reviewer shall have the right and privilege to designate the underground location of any CATV-related cable.

Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment damaged or destroyed as a result of the negligence or mischief of any Resident or Owner. Each Owner agrees to provide, at the sole cost and expense of each Owner, such land and equipment and apparatus as are necessary and appropriate to install and maintain additional lighting and security-related measures which becomes technologically provident in the future.

Section 14. Duty of Maintenance. Each Owner of any Lot shall have the responsibility, at their sole cost and expense, to keep such Lot, including any Improvements thereon, in a well maintained, safe, clean and attractive condition at all times. If Lot Owner neglects this responsibility in any way, the Developer, during the Development Period, may maintain the Lot at the cost of the Lot Owner and the Lot Owner will pay such fees as the Developer deems correct and appropriate. Developer hereby reserves the right to pursue all remedies in both equity and at law to enforce this provision.

(a) Such maintenance by the Lot Owner shall include, but is not limited to, the following:

(i) Prompt removal of all liter, trash, refuse and waste, and regular cutting of weeds and grasses on the Lot prior to and during construction of any Improvements;

(ii) Regular mowing of grasses, maintaining it to a height of less than 10 inches;

(iii) Tree and shrub pruning;

(iv) Keeping landscaped areas alive, free of weeds, and attractive;

(v) Watering;

(vi) Keeping parking areas and driveways in good repair;

(vii) Complying with all government health and police requirements;

(viii) Repainting of Structures and Improvements;

(iv) Repair of exterior damages to Improvements;

(x) Taking whatever action is necessary to assure proper water drainage across each Lot, and to prevent water from being impounded or dammed on Lot.

(b) Each Owner of any Lot shall have the responsibility, at his or her sole cost and expense, to keep all areas located between the boundaries of such Lot and the paved portion of any streets or roads on which such Lot borders in a well maintained, safe, clean and attractive condition. Each Owner shall have the further responsibility, at his or her sole cost and expense, to keep all alleys (to the middle of the alley) on which such

Lot borders in a well maintained, safe, clean and attractive condition.

The Architectural Reviewer shall have the right (after 5 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the Architectural Reviewer upon demand. The Architectural Reviewer, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Architectural Reviewer, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance, and the costs incurred by the Architectural Reviewer shall be immediately reimbursed to the Architectural Reviewer by the Owner upon demand.

Section 15. Use of Alley.

All Owners and Residents are hereby advised that within the Alley are various underground utilities including an underground pipeline for the transportation of products which may include natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product, or a hazardous substance. Under no circumstances, may Homebuilders, Owners or Residents, or their representatives, agents or contractors, dig, drill or conduct earth moving operations within the Alley. Owners shall advise their contractors, subcontractors and other persons performing construction or earth moving activities on a Lot concerning the existence of the underground pipeline and other underground utilities within the Alley.

ARTICLE VI.
EASEMENTS AND UTILITY SERVICES

Section 1. Utility Easement. A Non-exclusive easement for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across an area five foot (5') wide along the front and rear boundary lines of each Lot is reserved by Declarant for itself and all utility and CATV companies and their respective successors and assigns, serving the Property and no Improvement or Structure shall be constructed or placed thereon without the express prior written consent of the Architectural Reviewer. Full rights of ingress and egress shall be had by Declarant and all utility and CATV companies serving the Property, and their respective successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. As further provided in Article V, Section 13 of this Declaration, Declarant reserves the right during the Development Period to grant and utilize such utility easements as therein described. All Improvements constructed within the easement herein described, even if approved by the Architectural Reviewer, shall be subject to the easement and the rights herein reserved and/ or granted to Declarant and all utility companies. No Improvements will be constructed on, under or over the utility easement described within this paragraph, unless approved by the Architectural Reviewer, other than driveways, sidewalks, patios, brick walls and fences. Neither Declarant, nor any utility company using such utility easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other Improvements (including crossing driveways, sidewalks, patios, brick walls or fences) of any Owner located on the land covered by said easements as a result of maintenance, repair, installation, removal, reinstallation, upkeep, inspection or rearrangement or replacement of any underground utility lines, facilities or

improvements installed by any such utility provider in such easements.

Section 2. Ingress, Egress and Maintenance by Architectural Reviewer. Full rights of ingress and egress shall be had by the Architectural Reviewer at all times over and upon the front, rear and side setback areas applicable to each Lot for the carrying out by the Architectural Reviewer of its functions, duties and obligations hereunder; provided, however, that any such entry by the Architectural Reviewer upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Architectural Reviewer at the expense of the Architectural Reviewer.

ARTICLE VII.
GENERAL PROVISIONS

Section 1. Further Development. During the Development Period, each and every Owner and Resident waives, relinquishes and shall not directly or indirectly exercise any and all rights, powers or abilities regarding the following: to contest, object, challenge, dispute, obstruct, hinder or in any manner disagree with the proposed or actual development (including, without limitation, zoning or rezoning efforts or processes) pertaining to residential, commercial or recreational uses of any real property owned by the Declarant or by the affiliates, assignees or successors of the Declarant within a one-mile radius of the Subdivision.

Section 2. Duration. The Covenants of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and by any Owner and Resident of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original forty (40) year term expiring on the fortieth (40th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least two-thirds (2/3rds) of all Lots within this Subdivision and all Lots of any additions added or annexed to the scheme of this Declaration as provided in Article II of this Declaration, which instrument is recorded in the Official Public Records of Lubbock County, Texas, and which contains and sets forth an agreement to abolish these Covenants; provided.

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 (2/3rds) 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 cast as determined by a majority of its Owners. The Owner of multiple Lots shall be entitled to one vote for each Lot owned. The Declarant shall be considered an Owner and shall be entitled to one vote for each Lot owned. Under no circumstances may the Owners terminate the covenants, conditions and restrictions of this Declaration at any time during the Development Period, unless the Declarant joins in and agrees to such termination.

(b) BY THE DECLARANT: During the Development Period, Declarant reserves to itself and to its successors and assigns, 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 an instrument in writing duly executed, acknowledged and filed of record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or for adding or deleting any restriction, term or provision of this Declaration, 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 adversely affect the vested property or other rights of any

Owner.

Section 4. Enforcement. Each Owner of a Lot in the Property, including the Declarant, shall have the right to enforce observance or performance of the provisions of this Declaration. In addition, the Declarant may assign its rights under this Declaration, in those circumstances described in this Declaration. If any person violates or attempts to violate any term or provision of this Declaration, it shall be lawful for any Owner, the Declarant, or Declarant's assigns, to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this Declaration, in order to accomplish one or more of the following: (i) to prevent the Owner, Resident or their tenants, invitees, guests or representatives from violating or attempting to violate any term or provision of this Declaration; (ii) to correct such violation; (iii) to recover damages; or, (iv) to obtain such other relief for such violation as then may be legally available. Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, guest and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), guests and invitees. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Properties. Failure by the Declarant, its assigns, or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Lubbock and the County of Lubbock, Texas are specifically authorized (but not obligated) to enforce these Covenants. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

Section 5. Additional Restrictions. Declarant may make additional restrictions applicable to any Lot by appropriate provision in the deed conveying such Lot to the Owner, without otherwise modifying the general plan set forth herein, and any such other restrictions shall inure to the benefit of and be binding upon the parties to such deed in the same manner as if set forth at length herein.

Section 6. Resubdivision. No Lot shall be resubdivided in any fashion to create a Lot having smaller dimensions than the original Lot.

Section 7. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court with 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 become or be illegal, null or void.

Section 8. Notice. Wherever written notice to an Owner is permitted or required hereunder, such notice shall be given by mailing the same to such Owner at the address of such Owner designated in the Deed conveying a Lot or Lots to that Owner, as recorded in the Lubbock County Clerk's office in Lubbock, Texas, or to the address of the Owner shown in the records of the Lubbock Central Appraisal District in Lubbock, Texas, or other governmental authority imposing or collecting ad valorem taxes on such Lot. Such notice shall conclusively be deemed to have been given by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 9. 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 10. Adjacent Property. Declarant intends to 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 instrument. Nothing contained in this instrument 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. Declarant may, in the future, develop certain property adjacent to or in the vicinity of the Lots as additional residential lots, or for commercial use, or for a recreational use, or any combination of such uses. However, nothing within this Declaration shall be construed as constituting an obligation, promise, covenant or duty on the part of Declarant to develop the adjacent property in a particular manner or for a particular use. Nothing contained in or inferable from this Declaration shall ever be deemed to impose upon any other land owned or to be owned by Declarant, or any related entity, any covenants, restrictions, easements or liens, or to create any servitudes, negative reciprocal easements, or other interests in any such land in favor of any person or entity other than Declarant.

Section 11. **ASSUMPTION OF RISK, DISCLAIMER, RELEASE AND INDEMNITY**.

(a) **Assumption of Risk**. Each Owner and any Homebuilder, by his or her purchase of a Lot within the Subdivision, and each Resident, by his or her residence within or use of the Subdivision, hereby expressly assumes the risk of personal injury, property damage, or other loss caused by use, maintenance, and operation of the Properties, and any Lot, and including but not limited to the design, development and construction of the Subdivision.

(b) **Disclaimer and Release**. Except as specifically stated in this Declaration or in any Deed, Declarant hereby specifically disclaims any warranty, guaranty, or representation, oral or written, expressed or implied, past, present or future, of, as to, or concerning:

(i) the nature and condition of the Subdivision, the Properties, and any Lot, including but not by way of limitation, the water (either quantity or quality), soil, subsurface, and geology, and the suitability thereof and of the Subdivision, the Properties, and any Lot within the Subdivision, for any and all activities and uses which Owner, Resident, or any Homebuilder may elect to conduct thereon;

(ii) the manner, construction, design, condition, and state of repair or lack of repair of any improvements located on the Properties and any Lot;

(iii) except for any warranties contained in the Deed delivered from Declarant to an Owner or any Homebuilder, the nature and extent of any right-of-way, possession, reservation, condition or otherwise that may affect the Properties and any Lot; and

(iv) the compliance of the Properties and any Lot with any laws, rules, ordinances or regulations of any governmental or quasi-governmental body (including without limitation, zoning, environmental and land use laws and regulations).

Declarant's sale of each Lot within the Subdivision is on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, and each Owner or any Homebuilder purchasing a Lot within the Subdivision expressly acknowledges that, as part of the consideration for the purchase of the Lot, and except as expressly provided in this Declaration or in any Deed, Declarant makes NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTIES, OR ANY LOT WITHIN THE SUBDIVISION.

Each Owner, Homebuilder, and Resident hereby waives, releases, acquits and forever discharges Declarant, any successor or assign of Declarant, and the Declarant's directors, officers, shareholders, general partners, limited partners, members, agents, employees, representatives, attorneys and any other person or entity acting on behalf of Declarant (sometimes referred to in this Section 11 as the "Released Parties"), of and from, any claims, actions, causes of action, demands, rights, damages, liabilities, costs and expenses whatsoever (including court costs and attorney's fees), direct or indirect, known or unknown, foreseen or unforeseen, which Owner, Homebuilder, or Resident now has or which may arise in the future, on account of or in any way growing out of or in connection with the design or physical condition of the Subdivision, the Properties, or any Lot, or any law, rule, order, statute, code, ordinance, or regulation applicable thereto.

Each Owner, Homebuilder, and Resident waives and releases the Released Parties from any liability to said Owner, Homebuilder, and Resident and to said Owner's, Homebuilder's, and Resident's respective heirs, successors and assigns, for the design and/or condition of the Subdivision, Properties, or any Lot, known or unknown, present and future, including liabilities, if any, due to the existence, now or hereafter, of any hazardous materials or hazardous substances, on the Properties, or any Lot, and due to the existence, now or hereafter, of a violation, if any, of any environmental laws, rules, regulations or ordinances.

EACH OWNER, HOMEBUILDER, AND RESIDENT EXPRESSLY WAIVES THE RIGHT TO CLAIM AGAINST THE RELEASED PARTIES BY REASON OF, AND RELEASES THE RELEASED PARTIES FROM ANY LIABILITY WITH RESPECT TO, ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY (INCLUDING CONSEQUENTIAL DAMAGES) RESULTING FROM ANY CAUSE WHATSOEVER (EXPRESSLY INCLUDING THE RELEASED PARTIES OWN NEGLIGENCE).

(c) **Indemnity**. Each Owner, Homebuilder, and Resident agrees to indemnify and hold harmless the Released Parties from all claims, suits, actions, liabilities and proceedings whatsoever and of every kind, known or unknown, fixed or contingent (the "Claims") which may be brought or asserted against any Owner, Homebuilder, Resident, or Released Parties, on account of or growing out of any and all injuries or damages, including death, to persons or property relating to the use, occupancy, ownership, construction, operations, maintenance, design, repair or condition of the Subdivision, the Properties, any Lot, or any improvements located thereon, prior to this date of this Declaration or after the date of this Declaration, **even if such Claims arise from or are caused in whole or in part by the sole or concurrent negligence (whether active or passive, gross negligence or strict liability) of the Released Parties**, and all losses, liabilities, judgments, settlements, costs, penalties, damages and expenses relating thereto, including, but not limited to, attorney's fees and other costs of defending against, investigating and settling the Claims. The indemnity agreement provided herein includes without limitation all Claims, whether from:

(i) the design, maintenance, operation or supervision of the Subdivision, the Properties, any Lot, or any improvement located thereon;

(ii) the activities on the Subdivision, the Properties, any Lot, or any improvement located thereon;

(iii) the existence, now or hereafter of hazardous materials or substances on the Properties, or any Lot; or

(iv) due to a violation, now or hereafter, of any environmental laws, rules, regulations or ordinances, or otherwise. Each Owner, Homebuilder, and Resident does assume on behalf of the Released Parties and will conduct with due diligence and in good faith the defense of all Claims against any of the

Released Parties.

Section 12. Joinder of Lenders and Existing Owners. Southwest Bank, is the holder of liens of record against the Properties, and join in this Declaration for the sole purpose of showing its assent thereto and that it has no objections to the filing of this Declaration. No violation of any covenant contained within this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Properties; providing however, that any mortgagee in actual possession, or any purchaser at any mortgagee's foreclosure sale, as well as all other owners, shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Properties

EXECUTED as of the day and year first above written.

DECLARANT:

806 LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company

By: _____
Chad Tarver, Manager

By: _____
Jordan Wheatley, Manager

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared CHAD TARVER, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of 806 LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2021.

FRED H. TIMBERLAKE, JR.
Notary Public, State of Texas
Notary ID# 728649-3
My Commission Expires 12-07-2021

_____
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared JORDAN WHEATLEY, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of 806 LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 2021.

FRED H. TIMBERLAKE, JR.
Notary Public, State of Texas
Notary ID# 728649-3
My Commission Expires 12-07-2021

Notary Public, State of Texas

LIENHOLDER:

SOUTHWEST BANK

By: _____
Printed Name: Jon Stephens
Title: President

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 18 day of May, 2021, by Jon Stephens, President of SOUTHWEST BANK, a state banking association, on behalf of said association.

Notary Public, State of Texas

YESENA MANCILLA
Notary Public
State of Texas
ID # 131423459
My Comm. Expires 01-25-2022

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared JORDAN WHEATLEY, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of 806 LAND DEVELOPMENT GROUP, LLC, a Texas limited liability company, and that he executed the instrument on behalf of the limited liability company for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

LIENHOLDER:

SOUTHWEST BANK

By: _____
Jon Stephens, President

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 21st day of May, 2021, by Jon Stephens, President of SOUTHWEST BANK, a state banking association, on behalf of said association.

MARGIE I ESTES
Notary Public
State of Texas
ID # 12854839-3
My Comm. Expires 03-20-2023

_____
Notary Public, State of Texas

EXHIBIT "A"

LOTS ONE (1) through SIXTY-ONE (61), BURGAMY PARK, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Document No. 2021022581 of the Official Public Records of Lubbock County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
05/25/2021 02:23 PM
FEE: $138.00
2021025663