

Declarations of Covenants, Conditions and Restriction
Accepted this date

Signature_____

Typed/Printed Name_____

Date_____

Signature_____

Typed/Printed Name_____

Date_____

Notary_____

Notary Date_____

2020-07-13

**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

for

SOUTHWEST LUBBOCK AIRPORT SUBDIVISION

1. GENERAL:

1.1. Purpose: These First Amended Declaration of Covenants, Conditions and Restrictions shall replace that filed document Number 2018024083 on the Official Public Records of Lubbock County, Texas. These covenants are created to insure the development of associated properties into an enjoyable place to live; to develop an aerodrome community populated with residents interested in the promotion, development and participation in the skill and sport of flying aircraft and matters incidental thereto; to encourage and secure the erection of attractive homes thereon; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to maintain and control all common areas for the benefit and enjoyment of all residents; and, in general, to provide adequately for a high type and quality of improvement in said property and, thereby enhance the value of investments made by purchasers of lots therein.

1.2. Description: The real property of Southwest Lubbock Airport, residential properties currently identified as a part of Southwest Lubbock Airport Subdivision and properties that might be added to the Subdivision are shown on the attached Exhibit A (identified on the exhibit as tracts 1 through 12, properties owned by Albert and Loraine Moffitt and properties owned by Joe and Jean Grimes Trust). These properties are located within Lubbock and Lynn County,

Texas. The Developer, Southwest Lubbock Airport LLC (SLA LLC), reserves the right to add property to the Subdivision at its sole discretion. Each property will be granted a conditional-easement for the aviation-purposes of taking off, landing and taxiing on the runway(s), taxiway(s) and that property's access ramp.

1.3. Existing Improvements Excepted: All properties added to the Subdivision shall be subject to this declaration as amended or modified from time to time except that all improvements currently existing at the date of this declaration will be excepted from and not in violation of this declaration provided that any future improvements will be subject to this declaration.

1.4. Aviation Activities Waiver: All purchasers of a property that is added to the Southwest Lubbock Airport Subdivision acknowledge that they are aware this is a fly-in community and that an airport is associated with this community and the buyer/occupant hereby waives all and any objections to aviation activities carried out on or connected with the airport.

1.5. Acceptance of Protective Covenants, Conditions and Restrictions: Every purchaser, lessee or grantee of any interest in any property now or hereafter subject to this declaration, by acceptance of a deed, lease or other conveyance thereof, thereby accepts and agrees to abide by the protective covenants, conditions and restrictions of this Declaration or any Supplemental Declaration.

2. DEFINITIONS:

2.1. "Aircraft": Aircraft include: fixed-wing and roto-wing (helicopter or gyro-copter) aircraft; hot-air balloons, ultralight aircraft and like or similar property and as defined by the SLA LLC.

2.2. "Aircraft Repair Activity": An aviation enterprise that services aircraft including repairing, maintaining, upgrading restoring or as otherwise defined by SLA LLC.

2.2a "Back" of property: The property boundary nearest the runway or the taxiway.

2.3. "Based Aircraft": Aircraft that are on the airport for more longer than two weeks in any six-month period without a two-month absence from the property.

2.4. "Committee": Architectural Control Committee established under the provisions of this document, its successor and assigns.

2.5. "Commercial Aviation Use Activity": An enterprise for which aviation is integral to its operation, such as pilot training, crop dusting, aircraft charter, freight operations, or as otherwise defined by the SLA LLC.

2.6. "Declaration": This entire document as the same may be amended from time to time.

2.7. "Developer": Southwest Lubbock Airport LLC, abbreviated "SLA LLC".

2.7a "Front" of the property: The property boundary nearest the roadway.

2.8. "Garage": The building designed primarily for the purpose of storing automobiles, pickup trucks, motorcycles, recreational vehicles and similar machines therein. The maximum size of a garage shall be 2,000 square feet without specific approval by the Committee.

- 2.9. “Guest(s)”: Associates and/or acquaintances invited to an Owner’s property. Guests may visit a property no longer than two weeks in any six-month period without a two-month absence from the property.
- 2.10. “Guest House”: A residential structure designed for use by a Single Family, with a maximum of 800 square feet.
- 2.11. “Hangar”: The building designed primarily for the purpose of storing aircraft therein but shall also include all space therein allocated for any other purpose such as lounge area, breakroom, restroom facilities, workshop, or other aviation-related storage. The maximum size of a hangar shall be 5,000 square feet without specific approval by the Committee.
- 2.12. “Lawn” and “yard” areas: Areas adjacent to residential dwellings and limited to no more than two acres.
- 2.13. “Lot”, “Plot”, “Parcel” or “Property”: Those plots of land included in Southwest Lubbock Airport Subdivision and owned by Person(s).
- 2.14. “Main Dwelling”: The predominant residential structure on the property.
- 2.15. “Owners”: The recorded Owner of any parcel or the purchaser under a contract for the sale thereof. The foregoing does not include mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term Owner shall further include any Person or entity claiming title to any lot or portion thereof by adverse possession, an Person or entity leasing, renting or otherwise occupying any lot or part thereof and/or and person or entity claiming interest in a lot or part thereof under a contract of sale.
- 2.16. “Person(s)”: Any natural person, individual(s), and/or any entity unless the contract indicates otherwise having the legal right to hold title to real property.
- 2.17. “Premises”: All of the real property described.
- 2.18. “Runway”: The area owned and operated by SLA LLC for the exclusive use of aircraft taking off, landing, taxiing or parking.
- 2.18a “Sides” of the property: The property boundaries that run from the “front” of the property to the “back” of the property.
- 2.19. “Single Family”: A group of one or more persons each related to the other by blood, marriage or legal adoption but limited to no more than ten persons.
- 2.20. “Single Family Residence”: A residential structure designed for use by a Single Family, with a minimum of 1600 square feet and a maximum of 5,000 square feet. Such a residence may include as appurtenances a Garage, a Hangar, and a Guest House.
- 2.21. “Subdivision”: Southwest Lubbock Airport Subdivision of Lubbock and Lynn Counties, Texas.
- 2.22. “Taxiway”: The area owned and operated by SLA LLC for the exclusive use of taxiing aircraft and includes the area immediately contiguous to the runway.
- 2.23. Not used.

2.24. "Unit": A separate estate consisting of a lot and dwelling occupied by the Owner.

2.25. "Visible from neighboring property": Any given object that such object is or would be visible to a person six feet tall standing on any part of the neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

2.26. "Year": 365 days.

3. RESERVATIONS:

3.1. SLA LLC expressly reserves to itself the following rights, titles and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of SLA LLC, conveying any property in the Subdivision or any part thereof.

3.1.1. The legal and fee simple title in and to each and all said runways, taxiways, and common areas.

3.1.2. A perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such roadway, runway, taxiway, water, sanitary sewer, storm, gas, electric, telephone, data pipes, mains, conduits, conductors and all appurtenances thereto relevant to the operation of any such system as it or they may from time to time desire in, along, under, over, across and through all of the runways, taxiways, streets, roads, rights of way and access easements and common areas in the Subdivision. Such pipes, mains, conduits, conductors, lines, wires, and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the runways, taxiways, streets, roads, rights of way, access easements and common areas for ordinary purposes.

3.1.3. Title in and to all such pipes, mains, conduits, conductors, lines, wires, and appurtenances thereto constructed by Developer or its agents.

3.1.4. A perpetual utility easement along, under, over, across and through a ten (10') foot strip around the entire perimeter of each parcel in the subdivision. The ten (10') foot strip on the sides and the back of the property shall be measured inward from the property lines. The ten (10') foot strip on the front of the property shall be measured inward from the contiguous roadway right of way. With respect to such easement, SLA LLC shall have the right to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer, storm, gas, electric, telephone, data pipes, mains, conduits and conductors and all appurtenances thereto relevant to the operation of any such system as it or they may from time to time desire in, together with the right to ingress and egress thereto. The utility easement hereby reserved are easements ten (10') feet wide at or below the ground level, extending upward to a plane one hundred twenty (120') above the ground and twenty (20') feet in width at 120' above the surface. SLA LLC further reserves the exclusive right to grant franchises and easements to other utility Owners to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.

3.1.5. SLA LLC hereby reserves an easement that allows access to an Owner's Lot to remedy a violation of this Declaration or other dedicatory instruments.

3.1.6. SLA LLC reserves for itself the sole and exclusive right to sell and distribute fuel and petroleum-products.

3.1.7. SLA LLC reserves for itself the right to cancel the conditional-easement for use of the runway(s), taxiway(s) and ramp for all properties that are in violation of these Covenants Conditions and Restrictions.

3.2. The foregoing Reservations of rights and easements shall not obligate SLA LLC to exercise any of such reserved rights and easements.

3.3. In the event one or more parcels should ever be combined through replatting, SLA LLC, through its sole discretion may transfer, remove, abandon, or assign any of the foregoing Reservations.

3.4. The invalidity, abandonment or waiver of any one or more of the foregoing reservations, any sentence, clause and/or part thereof shall not affect the remaining Reservations or sentences, clauses and/or parts thereof, which shall remain in full force and effect.

3.5 SLA LLC may not amend this Declaration or other dedicatory instrument to grant itself additional easements through or over an Owner's Lot without the consent of the Owner.

4. GENERAL RESTRICTIONS:

4.1. Nuisances Prohibited: There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land any nuisance of any kind or character. SLA LLC reserves the sole right to define what a nuisance is. In the event SLA LLC determines that a nuisance has been erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land in accordance with this provision, the Owner shall immediately remedy, remove, or cease the nuisance, or, alternatively, the Owner shall be entitled to a hearing with the relevant decisionmakers for SLA LLC for the purpose of reconsideration of the identification of the alleged nuisance. If after review, SLA LLC still identifies the alleged nuisance as a nuisance under this provision, then the Owner must use reasonable efforts to immediately remedy, remove, or cease the nuisance.

4.2. Unightly Materials Prohibited: No rubbish, garbage, debris, junk, junk vehicles or unsightly material shall be deposited on any of the lots at any time except building material during the course of construction on the site.

4.3. Annoying Activities Prohibited: No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Outside toilets or privies are expressly prohibited, except where required for construction purposes. The Architectural Control Committee (as discussed in paragraph 8.1 and following) shall be the final authority in what constitutes an "annoying activity".

4.4. Commercial Activities: All properties included in Southwest Lubbock Airport are Residential-Use areas unless specifically permitted otherwise by SLA LLC. No Commercial Activity will be permitted anywhere on the properties of Southwest Lubbock Airport Subdivision without the approval by SLA LLC. However, nothing herein contained shall be construed as preventing SLA LLC from erecting and maintaining facilities of a commercial,

recreational or community nature or facilities incident to the use of the runway, taxiways and easements.

4.5. Re-subdivision By Property-Owners Not Permitted: No property Owner shall be permitted to subdivide or re-subdivide any property, lot or lots.

4.6. Parking Recreational Vehicles: All recreational vehicles, including motor homes, trailers, boats, or similar or like property, will be parked or stored within enclosed garages.

4.7. Except as described below, all vehicles belonging to an Owner shall be parked in garages or carports constructed as provided herein.

4.7.1. Exception: One passenger vehicle may be parked on the Owner's property adjacent the dwelling if said passenger vehicle is operable with valid registration and inspection and moved daily.

5. AIRCRAFT OPERATION RESTRICTIONS:

5.1. General: Southwest Lubbock Airport's runway will be public-use, privately-owned.

5.2. SLA LLC Shall Control Runway Use: SLA LLC shall have the right but not the obligation to control the use of the runway and taxiways and may prohibit the use of the runway or taxiways by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the field by virtue of its size, design or state of repair.

5.3. SLA LLC Constructs Ramps from Properties to Runway(s) and/or Taxiway(s): SLA LLC shall construct all runway and/or taxiway access ramps and shall invoice associated property owner for the cost of the construction of such access ramps. Property owner shall pay SLA LLC in full for runway and/or taxiway access ramps prior to any use of runway or taxiway.

5.4. SLA LLC to Make Rules Affecting Airport Grounds and Operation: SLA LLC shall have the right to make rules and regulations relative to the easements, taxiways, runway, air traffic patterns around the airport, grounds and related facilities, affecting the use of said premises, and all lot Owners agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time.

5.5. Hangar Space for Private Use Only: The airplane hangar on each lot shall be limited to strictly private use and only by the Owner of the property on which the hangar is located. No person who is not an Owner shall be permitted to store, tie down or hangar any aircraft on Southwest Lubbock Airport Subdivision without the express written permission of SLA LLC. SLA LLC shall have the authority to specify the terms and conditions under which a non-Owner's aircraft may be hangered. The above applies to any aircraft not solely owned by an Owner of a lot at Southwest Lubbock Airport Subdivision.

5.6. Hangaring aircraft: All Aircraft based at Southwest Lubbock Airport will be hangared and only one temporary outside tie downs will be permitted.

5.7. Storage of aircraft parts: All dismantled aircraft and parts will be stored inside an enclosed hangar.

5.8. Runway and taxiway usage: The runway(s) and taxiway(s) will not be used for any use other than the landing, taking-off and movement of Aircraft or related activity and, shall not at

any time be used any other purposes including but not limited to motor vehicular traffic, horse traffic, walking, jogging, biking or other recreational activity.

5.9. Night operations: Night landings will be limited to fair weather (VFR) conditions and only if the runway lights are operational.

5.10. Radio usage: Unicom frequency, 122.8 (or other frequency as declared by SWLA), is to be used on takeoff and landing. Traffic patterns shall be west of the runway (right-hand traffic pattern for runway 20 and left-hand traffic pattern for runway 2) and shall be followed at all times whenever multiple aircraft are in the pattern. If a single aircraft is using the pattern, then that aircraft may enter the pattern wherever convenient so long as safety is not compromised.

5.11. Runway and taxiway access: The runway(s) and taxiway(s) shall be accessed only by use of the paved ramp. Taxiing across dirt/grass surfaces is strictly forbidden.

6. SITE RESTRICTIONS:

6.1. Mobile, manufactured or other portable residential building will not be permitted at any time on Southwest Lubbock Airport Subdivision. Furthermore, no structure of a temporary or permanent character, whether trailer, motor home, mobile home, basement, tent, shack, garage, bam or other outbuilding shall be maintained or used on any Property or Lot at any time as a residence, either temporarily or permanently. Hanger-homes designed with living quarters that are approved by the Architectural Committee are excluded from this restriction.

6.2. Clear zone around runway: There will be a clear zone 125 feet from the center of the runway upon which no buildings, parked vehicles, landscaping, fences or obstacles of any sort which might, in any way, be detrimental to the operation of aircraft will be placed.

6.3. Parking of Any Vehicle on Common Areas Prohibited: No motor vehicle, trailer, implement or aircraft of any kind shall at any time be parked on any of the taxiways, overruns, runway, roadways or rights-of-way, except as permitted by SLA LLC in writing.

6.4. Animals: Personally-owned animals must be fenced in and kept off the runway. No commercial boarding of animals shall be permitted. Animals shall be limited to domestic dogs and cats, horses, cattle, sheep, goats and chickens for personal use. No swine, ducks, geese, exotic game or hunting game are permitted. No Owner or visitor may keep within the subdivision any dangerous animal, reptile, etc. deemed by SLA, LLC to be a potential threat to the well-being of people, animals or airplanes. The **maximum** number of animals shall be as follows:

Large animals:

Horses: 3 per five acres,

Cattle: 3 per five acres.

Small animals:

Sheep: 3 per acre,

Goats: 3 per acre,

Dogs and cats: 3 per acre, with a max of five total.

Chickens: 10 per acre, with a max of twenty.

Each acre may be dedicated to only one animal type.

6.5. Irrigation: Irrigation shall be limited to the lot's lawn, as defined above. No extensive grass or pasture watering is permitted.

6.6. Underground utilities: All electric, telephone and data services shall be routed underground from the utility-termination.

Electric power distribution: Utility company shall provide and install an overhead high-voltage distribution drop at the corner of the property. This drop will generally serve two adjacent properties.

Electric power to individual properties: Utility company shall provide and install a high voltage underground line from the drop-pole to a pad-mounted transformer installed in the vicinity of the principal structure. Land-owner shall pay Utility company charges for the above electrical-components. Land-owner agrees to establish an easement for Utility-company access to the branch-line and the transformer. Land-owner shall pay for the concrete pad under the transformer.

Data and Telephone distribution: Utility company shall a) provide and install an underground distribution line parallel to the frontage road in the vicinity of the right-of-way boundary and b) provide and install splice-boxes at locations so as to serve two adjacent properties. Utility company shall install the above lines at no cost to SLA LLC or to the land-owner.

Data and Telephone lines to individual properties: Utility company shall a) provide and install an underground branch-line from the splice-box to the Land-owner's primary structure. Utility company shall install the above lines at no cost to SLA LLC or to the land-owner. Land-owner agrees to establish an easement for Utility-company access to the branch-line.

6.7. Land-Owner to Maintain His Property: Each Owner will maintain each lot owned by him in a clean and neat condition at his own expense in such a manner as to conform with the maintenance of the surrounding lots and established level of quality of improvement within the community. Appropriate action may be taken by SLA LLC to protect home Owners where necessary. SLA LLC will charge the Owner for any action taken.

6.8. Antennae Heights Shall Not Exceed 50 Feet: No wires, antenna aerials or other equipment shall be installed upon the exterior of any building or freestanding at a height of more than 50 feet from ground level. Said antennae or equipment shall in any event be subject to FAA and FCC regulations concerning obstructions place in the vicinity of airports.

6.9. Landscaping and Lawns: Each Owner shall landscape and maintain his lot and maintain the right-of-way between the pavement of any street abutting said lot and the lot line. In no case, shall landscaping, all or in part, be accomplished with nuisance exotic tropical plants and vegetation. Any exotic pest trees or plants found growing shall be removed. All landscaping plans shall be approved by the Architectural Control Committee in accordance with Paragraph 8.4 of this Declaration.

6.10. Driveway and Taxiway Turnouts and Culverts: All driveway and taxiway connections from any lot to roads and taxiways, respectively, in order to provide access to individual home sites, shall be a minimum of 150' from adjacent property boundaries and be approved by the Architectural Control Committee according to Paragraph 8.4 of this Declaration. All culverts and end walls required to be installed in the right of-way shall meet and generally conform to specifications as provided by SLA LLC as to location, configuration and quality.

6.11. Well and Septic Tank Locations: No wells, septic tanks or other devices may be used to penetrate the ground surface for the purpose of obtaining ground water or providing a sewage system without the express prior written approval of the Architectural Control Committee

according to Paragraph 8.4, including approval of size and location on lot of well and septic tank or sewage system. All installations shall be in strict accordance with local governing regulations. No well, septic tank, septic drain field or related component shall be placed within 50' of any property line or of any roadway right of way.

6.12. Fences: Fences around the perimeter of the premises shall be installed and paid for by the Owners. This fence shall prevent animals from entering the property, discourage unauthorized entry and trespassing by outside persons. Individual fences will be allowed around corrals, runs, arenas, pools, storage yards and around major building complexes. Fences between individual properties must be agreed upon by adjoining Owners but, if no agreement can be reached each party shall submit their proposal to the Architectural Control Committee and the Committee's decision shall be final. No unsightly fences or walls and no fences or walls exceeding seven (7) feet in height shall be erected or maintained on any lot. In no case, shall any fence or wall be constructed without the Architectural Control Committee approval as provided for in Paragraph 8.4 of this Declaration.

6.13. Fuel Storage: Each Owner of a lot with direct runway access may have individual above ground fuel storage for the Owner's personal use of up to a maximum quantity of 500 gallons in a single tank. Owners of lots without direct runway access may NOT have individual above ground fuel storage. The location of said fuel storage tanks is subject to written approval by the SLA LLC and must be shown on a formal site plan and submitted to the SLA LLC. All permanently-mounted above-ground tanks, pumps and vent pipes must be installed on a concrete pad with a masonry wall of sufficient size to contain any possible leak. No underground fuel storage is permitted. See paragraph 3.1.6, above, for restriction against fuel sales by anyone other than SLA LLC.

6.14. Outdoor Lighting: Any outdoor lighting positioned and installed by an Owner shall be of such a nature and type so as not to present a hazardous or confusing condition to night air operations which may be conducted from said airport. Owner agrees to remove lights SLA, LLC deems to be hazardous or confusing immediately upon receiving a written notice from SLA, LLC.

6.15. On-Site Disposal All Substances Prohibited: Disposal on the site of Southwest Lubbock Airport Subdivision of any substances especially those which might be considered toxic or environmentally sensitive is expressly prohibited. Disposal of any substances which may contaminate the ground water of Southwest Lubbock Airport Subdivision or the surrounding area is prohibited. These substances include, for example, but are not limited to, paints, solvents, cleaning fluids, paint strippers, fuel and oil.

6.16. Access of Easements Reserved: No dwelling, house, garage, outbuilding, fence or other structure of any kind shall be built, erected or maintained upon any easements, reservations or rights-of-way, and easements, reservations or rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to SLA LLC, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereafter be reserved.

6.17. Signs: No signs or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said lot except as permitted herein: one sign of not more than three (3) feet square in area advertising the property for sale; the Owner may display on his lot a name and address sign referring only to the premises on which

displayed; nothing contained herein shall preclude SLA LLC from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities; nothing contained herein shall preclude SLA LLC from erecting signs and lot markers for the purposes of selling said lots.

6.18. Aircraft and/or vehicle maintenance: No mechanical or structural repairs shall be made on any plane or vehicle unless the airplane or vehicle is registered to the property Owner; for his own personal use.

6.19. Swimming pools/hot tubs/spas:

6.19.1. No above-ground swimming pools shall be permitted.

6.19.2. Above-ground hot tubs/spas not exceeding 100 sf in area may be constructed providing that it is installed on a porch or deck attached to the rear of the rear of the main dwelling.

6.19.3. An in-ground pool may be constructed at the rear of the main dwelling, either attached or separated. Any enclosure for such pool shall be of the same materials used in the construction of the main dwelling. All pools shall be securely enclosed by fence and gates.

6.20. Mailboxes:

6.20.1. Mailboxes shall be located a minimum of 10' from the contiguous roadway right of way boundary.

6.20.2. The street number shall be incorporated into the mailbox structure.

7. STRUCTURE RESTRICTIONS:

7.1. All Buildings to Be Properly Maintained: All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the Owner as determined from time to time by SLA LLC .

7.2. Structures to Be Completed Within 18 Months: Any structure started on this subdivision must be completed insofar as the exterior finish is concerned within 18 months from the date of issuance of a building permit for said structure or structures by SLA LLC.

8. ARCHITECTURAL RESTRICTIONS:

8.1. Establishment of Architectural Control Committee: There is hereby created the Architectural Control Committee which consists of a minimum of two members.

8.1.1. SLA LLC shall designate members of the Architectural Control Committee.

8.1.2. A majority of the Architectural Control Committee may designate representatives to act for it.

8.1.3. Neither the members of the committee nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. The committee's approval or disapproval as required by the restrictions shall be in writing.

8.2. Variations: SLA LLC, its successor or assigns, shall have the authority to grant variations of the terms of this declaration to any parcel, so long as any variance is harmonious with the

overall scheme and plan of the Subdivision or necessary to comply with any and all local, state and federal laws.

8.3. Not liable for damages: Neither SLA LLC, the members of the committee, representatives and/or successor or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or lessee of any parcel affected by these restrictions, by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the committee for approval agrees by submission of such plans, and every Owner or lessee of any parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against SLA LLC, the members of the committee, or its representatives, successor or assigns, to recover any such damages.

8.4. Architectural Control Committee Approval Required: No landscaping, building (including but not limited to homes, hangers, garages), fence, wall, retaining wall or other structure of any type shall be constructed, erected, placed or permitted to remain on the premises hereby conveyed, nor shall construction or erection commence, unless the Architectural Control Committee shall have approved in writing the detailed drawings, plans, specifications, exterior colors, materials, plat plan, layout and landscaping plan of such proposed building or buildings and building site. Likewise, once a building has been constructed according to plans approved by said Architectural Control Committee, no structure, alteration or addition shall change the external elevations, design, or appearance of said building unless detailed plans and specifications for such structure, alteration or addition have been approved in writing by said Committee. The refusal by the Architectural Control Committee to approve plans submitted hereunder may be based upon any grounds including purely aesthetic, which in the sole and uncontrolled discretion of said Committee may seem sufficient provided, however, that said Committee shall have a period of thirty (30) days after any plans and specifications have been last submitted under the terms of this declaration within which to examine such plans and specifications and render its approval or disapproval. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications within said thirty (30) day period then such approval shall not be required, provided that the proposed building may not violate any of the other restrictions set forth herein, or any provisions of the building and zoning ordinances of Lubbock County or Lynn County, as applicable.

8.5. Preliminary Plans Approval to Facilitate Ultimate Final Approval: In order to facilitate preparations and ultimate approval of the final plans and specifications hereunder, the Committee shall review preliminary drawings, plot plans, elevations, exterior colors, materials, and specifications in advance of their submission for final approval and indicate its objections or recommendations. Thereafter, as more detailed plans and specifications are developed, the Committee may not refuse approval of same as long as the final product conforms substantially with the preliminary plans and specifications previously approved. No structural alterations in the exterior appearance of buildings or structure, whether existing or proposed, shall be made without like approval.

8.6. Two Sets of Plans and Specifications Required: Two sets of complete plans and specifications for any building or structure planned on this subdivision and two plot plans indicating and fixing the exact location of such structures or such altered structure on the lot with reference to the street and side lines thereof shall be first submitted in writing for approval and approved in writing by the C0mmittee.

8.7. Committee Shall Endorse Both Sets of Plans: Approval of plans, specifications and location of buildings by the Committee shall be endorsed on both sets of said plans and

specifications, and one set shall forthwith be returned by the Committee to the person submitting the same.

8.8. Committee Approval Not Waiver of Features in Subsequent Plans: The approval of the plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

8.9. Structures Shall Be Erected in Accordance With Approved Plans: After such plans and specifications and other data submitted have been approved by the Committee, no building, outbuilding, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Committee. If any building, outbuilding, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications and plot plans theretofore approved by the Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by this Declaration.

8.10. Compliance With Plans Approvals: After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of Paragraph 8.4 hereof unless notice to the contrary shall have been recorded in the Lubbock County Clerk's Office or Lynn County Clerk's Office, as is appropriate, or legal proceedings shall have been instituted to enforce such compliance.

8.11. Committee and/or SLA LLC Inspection Of Structure Under Construction: Upon forty-eight (48) hours advance written notice to the Owner, Members of the Committee and/or representatives of SLA LLA may at any reasonable time enter and inspect any building or property under construction.

8.12. Committee and/or SLA LLC Inspection Of Structures Once Constructed: Representatives of the Committee or SLA LLC may at any reasonable time enter and inspect property (without entering any building or structure) upon which a violation of the covenants, restrictions, reservations, servitudes or easements is reasonably believed to be occurring or has occurred. Representatives of the Committee or SLA LLC shall only be permitted to enter and inspect the interior of any building or structure if: (1) The Owner gives specific permission for such entry and inspection after written notice; (2) The Owner receives written notice and the Committee holds a hearing which the Owner may attend and it is determined by the Committee upon a preponderance of evidence that a violation of the covenants, restrictions, reservations, servitudes or easements has, in fact, occurred; or (3) The Committee and/or SLA LCC obtain a court order, judgement or injunctive relief from a court of competent jurisdiction permitting them to enter and inspect the buildings and structures on the property for such purposes.

8.13. Structure construction materials:

8.13.1. All residences and appurtenances thereto shall be constructed of conventional materials consisting of at least 80% brick, stucco or stone.

8.13.2. There shall be no quanset huts, geodesic domes or similar structures.

8.13.3. Rigid frame buildings with factory-painted metal surfaces may be constructed for hangars or shop buildings. Color of painted surfaces shall be coordinated with residential structure.

- 8.13.4. Roofing shall be metal, wood, tile, slate or composition (minimum 300# composition). Flat, mansard or “exotic” roof systems are not permitted.
- 8.14. Setbacks: All residences and appurtenances thereto shall be set back as follows:
 - 8.14.1. Runway, taxiway and future taxiway: at least 125 feet from the center line of the runway and/or taxiway, whichever is nearest to the property,
 - 8.14.2. Front face of structure: at least 50 feet from the contiguous right of way line of the road to which the lot faces,
 - 8.14.3. Side face of structure: at least 25 feet from side property line of the lot,
 - 8.14.4. Back face of structure: at least 125 feet from the centerline of the runway or taxiway, whichever is nearest to the property.
- 8.15. Height of Structures: No residence or appurtenance thereto shall be constructed, the top of which is higher 30’ above the surface of the runway centerline nearest the structure.
- 8.16. Water well: Each parcel shall be served from a private water well, drilled on the parcel. All wells shall utilize either a submersible water pump or a windmill. The maximum horsepower for a submersible pump is 1.5 horsepower. The maximum height for a windmill is 30’.
- 8.17. Building location and orientation: Residences shall front on the street on which the lot faces. Corner lots shall face upon the street similar to adjacent lots.
- 8.18. Garages/Carports:
 - 8.18.1. All lots shall have a garage attached to the side or rear of the main dwelling of sufficient size to provide storage of at least two automobiles.
 - 8.18.2. All garages shall have the same architectural appearance as the main structure.
 - 8.18.3. No garages shall face within 45 degrees of the taxiway/street on which the lot faces.
 - 8.18.4. Metal or prefabricated carports are not allowed, Carports constructed of the same material and with the same architectural style as the main structure will be permitted. Carport shall not replace the requirement for a garage.

9. ENFORCING COVENANTS CONDITIONS AND RESTRICTIONS:

9.1. Enforcement Actions: SLA LLC shall have the power to enforce the provisions of this Declaration, Architectural Control Committee decisions, Rules, Restrictions and Regulations and shall take such action as necessary or desirable to cause such compliance by each Owner. Without limiting the generality of the foregoing, SLA LLC shall have the power to enforce the provisions of the dedicatory instruments by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without written or oral notice to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability in trespass or otherwise by SLA LLC to the Owner thereof, for the purpose of enforcement; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach; (c) by exclusion, after notice and hearing,

of any Owner from use of the runway(s), taxiway(s), ramp and or any recreational facilities within the Southwest Lubbock Airport Subdivision during and for up to sixty (60) days following any breach, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (d) by levying and collecting, after notice and hearing, reimbursement to SLA LLC for the costs incurred by SLA LLC (including, but not limited to pre-litigation attorney's fees) in connection with the remedy of such breach; (e) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties established in these Rules and Regulations of SLA LLC, from any Owner for breach of the dedicatory instruments; and/or (f) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Owner, plus attorney's fees incurred by SLA LLC with respect to exercising such remedy.

9.2. Fines and Penalties: Owners who violate the provisions of these Declaration, Architectural Control Committee decisions, Rules, Restrictions and Regulations and who are notified as stated herein, shall at the Owner's expense correct the violation and pay SLA LLC the fines stated below for each violation. Unpaid fines and penalties shall incur interest compounded monthly at the rate of ten percent per year. Fines and penalties shall accrue until the violation is corrected. The date of the notice is the date at which fines and penalties begin.

9.2.1 Violations of Reservations and Airport Operations Restrictions: Two hundred dollars (\$200) for the first month or part thereof, and one thousand dollars (\$1,000) for all following months or part thereof.

9.2.2 Violation of All Other Covenants, Conditions and Restrictions: One hundred dollar (\$100) for the first month or part thereof and five hundred dollars (\$500) for all following months or part thereof.

9.3. Duty to Provide Notice Before Enforcement Action: Before SLA LLC may suspend an Owner's right to use the runway, a Common Area, file a suit against an Owner other than a suit to collect a Maintenance Charge, or a Regular or Special Assessment or foreclose under SLA LLC's lien, charge an Owner for property damage, or levy a fine for a violation of the Declaration, Architectural Control Committee decisions, or Rules and Regulations, SLA LLC must give written notice to the Owner by certified mail, return receipt requested. The notice will be considered delivered ten calendar days after placing the notice in the mail. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due SLA LLC from the Owner and inform the Owner that a) the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), b) the Owner may request a hearing on or before the thirtieth (30th) day after the date the Owner receives the notice, and c) the Owner may have special rights or relief related to the enforcement action under federal law if the Owner is serving on active military duty.

9.4. Hearing, Alternative Dispute Resolution: If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue. If a hearing is to be held, the notice must state that the Owner has the right to appeal. SLA LLC shall hold a hearing under this section not later

than the thirtieth (30th) day after the date SLA LLC receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. SLA LLC or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or SLA LLC may make an audio recording of the meeting. The Owner's presence is not required to hold a hearing.

9.5. Attorney's Fees: SLA LLC may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by SLA LLC relating to collecting amounts, including damages, due SLA LLC for enforcing restrictions contained in its dedicatory instruments only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a specified date. An Owner is not liable for attorney's fees incurred by SLA LLC relating to a matter described by the notice under this section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not request a hearing, before the date by which the Owner must request a hearing. On written request from the Owner, SLA LLC shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which SLA LLC seeks reimbursement of fees and costs.

10. ASSESSMENTS AND LIENS:

10.1. All Owners shall be subject to assessments as levied by SLA LLC from time to time. Owners shall be liable to SLA LLC for the payment of such assessments. If the Owner of one or more Parcels should ever combine or replat any Parcels into a smaller number of Parcels, the Owner shall remain responsible for payment of all maintenance assessments on the Parcels as if the Owner still owned the original number of Parcels. Where any Parcel is owned by more than one person or entity, said maintenance assessment shall be payable by all such Owners, jointly and severally. The assessment shall be prorated between purchasers and sellers of Parcels in the proportion that the remaining days of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any Parcel or portion thereof, each Owner agrees and consents to all assessments and the liens as provided herein. SLA LLC may provide for a lien against any parcels for which assessments remain unpaid.

10.2. SLA LLC is entitled to change the rate of a regular or special assessment without the joinder, vote, or consent of any Owner and without further formality than giving notice.

10.3. Each Parcel in Southwest Lubbock Airport Subdivision is hereby subjected to an annual operations assessment payable annually, in advance, by the Owner of each Parcel on the first day of January of each year, beginning in 2018 and each succeeding year thereafter to SLA LLC, its successors and assigns. The amount of the assessment as of 2018-04-02 is \$996/year. SLA LLC may change the amount of this operations assessment at its sole discretion.

10.4. SLA LLC shall construct all taxiway and/or runway access ramps and shall assess associated property owner for the cost of such access ramps. Property owner shall pay SLA LLC in full for access ramps prior to construction of said ramp.

10.5. In addition to the assessments authorized above, SLA LLC may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the runway, taxiways, roads, common areas, hangars, structures, utilities (existing and new), including the necessary fixtures and personal property related thereto. Special Assessments shall be payable by the Owners on the dates and terms as may be established by SLA LLC.

10.6. Each assessment not paid within thirty (30) days of the assessment will be charged interest at the rate of ten percent (10%) per year compounded monthly.

10.7. In order to secure the payment of the assessment or other charges hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to SLA LLC a contractual lien on such Lot, which may be foreclosed judicially or by Expedited Foreclosure Proceedings and each such Owner hereby expressly grants SLA LLC a power of sale in connection therewith. Expedited Foreclosure Proceedings are not required under this section if the Owner of the Lot to be foreclosed agrees in writing to waive said Expedited Foreclosure Proceedings at the time the foreclosure is sought. A waiver under this section may not be required as a condition of the transfer of title to a Lot.

10.8. All fines, penalties and/or assessments against an Owner's property shall, from the time of said fine, penalty and/or assessment, become liens against the defaulting Owner's property simply by virtue of this declaration and no further perfection is needed. However, if SLA LLC deems it necessary, the liens created hereby may be recorded in the County Clerk's Office setting forth the name of the Owner, the legal description of the real property affected, the amounts owed and the interest rate. The notice shall be signed by a representative of SLA LLC and a copy thereof shall be mailed to the defaulting Owner at the last known address of said Owner.

10.9. Each fine, penalty and/or assessment, together with interest accruing thereon and all costs, including a reasonable attorney's fee incurred in enforcing or collecting the assessment with or without suit shall be and remain a lien upon the lot owned by the assessed Owner which lien may be foreclosed in the manner provided by law for the foreclosure of trust deeds by a trustee's sale or for the foreclosure of mortgages by judicial proceedings or in any manner provided for by law for the foreclosure of liens on real property in the State of Texas.

10.10. A lien for all fines, penalties and/or assessments may be foreclosed by SLA LLC not less than thirty (30) days after such lien arises.

10.11. Prior to referring an Owner's account to a collection agent, SLA LLC shall provide written notice, by certified mail, return receipt requested, that specifies each delinquent amount and the total amount of the payment required to make the account current, describes the options the Owner has to avoid the referral including payment plan options, and provides at least 30 days to cure the delinquency before further action is taken.

10.12. Owners are not liable for costs that are dependent or contingent on amounts recovered, or under an agreement that does not require SLA LLC to pay all fees for the action taken by the collection agent.

10.13. An agreement between SLA LLC and a collection agent may not prohibit an Owner from contacting SLA LLC regarding their delinquency.

10.14. SLA LLC shall not sell or transfer its interest in accounts receivable except for the purpose of collateral for a loan.

10.15. SLA LLC hereby adopts reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent assessment or other charges or any other amount owed without incurring additional penalties. SLA LLC hereby adopts the following guidelines with regard to alternative payment schedules for delinquent assessment or other charges and other amounts owed by an Owner:

10.15.1 Term: The minimum term for a payment agreement shall be (3) three months and the maximum shall be (18) eighteen months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, SLA LLC shall determine the appropriate term of the payment plan in its sole discretion.

10.15.2 Form: Any and all alternative payment agreements shall be in writing and signed by the Owner and a duly authorized representative of SLA LLC.

10.15.3 Additional Monetary Expense: So long as an Owner is not in default under the terms of the payment agreement, the Owner shall not incur additional monetary expenses; however, the Owner shall be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest.

10.15.4 Application of Payments: If at the time SLA LLC receives a payment, the Owner is not in default under an alternative payment agreement, SLA LLC shall apply the payment to the owner's debt in the following order of priority: (a) any delinquent fines, penalties and/or assessment charges; (b) any current assessment charge; (c) any attorney's fees or third party collection costs incurred by SLA LLC associated solely with fines, penalties and/or assessments or other charges that could provide the basis for foreclosure; (d) any attorney's fees incurred by SLA LLC that are not subject to subsection (c); (e) any fines assessed by SLA LLC; and (f) any other amounts owed to SLA LLC.

10.15.5 Default: If the Owner defaults under a payment plan agreement, the account may immediately be turned over to SLA LLC's attorney for collection. SLA LLC shall not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. At the discretion of SLA LLC, an Owner who failed to honor the terms of a previous payment agreement may be required to waive Expedited Foreclosure Proceedings as a condition to an additional alternative payment agreement. If, at any time SLA LLC receives a payment from an Owner who is in default of an alternative payment agreement, SLA LLC is not required to apply the payment in the order of priority specified by Paragraph 11.6, Sections (11.6.1) through (11.6.4) above.

10.16. SLA LLC may reduce or waive some or all of the charges addressed by this policy on an ad hoc basis without waiving the right to charge such fees on future requests.

10.17. SLA LLC may not foreclose its fines, penalties and/or assessment or other charge lien by Expedited Foreclosure Proceedings or judicially unless it has: provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to SLA LLC's lien and is evidenced by a deed of trust; and provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

10.18. SLA LLC may not foreclose its assessment lien for debts consisting solely of fines or attorneys' fees associated with the fines assessed, or for copy charges under its Open Records Policy.

10.19. In addition to the right of SLA LLC to enforce the fines, penalties and/or assessment or other charge levied hereunder, SLA LLC may file a claim of lien against the Lot of the delinquent Owner by recording a Notice of Lien setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed and (e) the name of the Owner. The Notice of Lien shall be recorded in the Official Public Records of Real Property of Lubbock County or Lynn County, Texas, as appropriate and is a legal instrument affecting title to a Lot and shall be prepared by SLA LLC's attorney. When all amounts claimed under the Notice of Lien and all other costs or charges which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, SLA LLC shall execute and record a notice of satisfaction of the delinquent assessment or other charge upon payment by the Owner of a reasonable fee as fixed by SLA LLC to cover the preparation and recordation of such instrument.

10.20. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of SLA LLC or its Managing Agent. On written request from the Owner, SLA LLC shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which SLA LLC seeks reimbursement of fees and costs.

10.21. After SLA LLC conducts a foreclosure sale of an Owner's Lot, SLA LLC must send to the Owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to the Lot Owner's last known mailing address, as reflected in the records of SLA LLC, the address of each holder of a lien on the Lot subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located, and the address of each transferee or assignee of a deed of trust who has provided notice to SLA LLC of such assignment or transfer. Notice provided by a transferee or assignee to SLA LLC shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature

confirmation to SLA LLC according to the mailing address of SLA LLC pursuant to the most recent Management Certificate filed of record. If a recorded instrument does not include an address for the lienholder, SLA LLC does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Lot Owner is deemed to have given approval for SLA LLC to notify the lienholder. Not later than the thirtieth (30th) day after the date SLA LLC sends the notice, SLA LLC must record an affidavit in the Real Property Records, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by SLA LLC.

10.22. The Owner of a Lot in the Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing SLA LLC's fine, penalty and/or assessment or other charge lien not later than the one hundred eightieth (180th) day after the date SLA LLC mails written notice of the sale to the Owner and the lienholder. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date SLA LLC mails written notice of the sale to the Lot Owner and the lienholder under the Act, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing SLA LLC's fine, penalty and/or assessment lien may not transfer ownership of the Lot to a person other than a redeeming Lot Owner during the redemption period.

11. SUBORDINATION OF THE LIEN TO MORTGAGES:

11.1. The liens of the fines, penalties and/or assessments provided herein shall be subordinate to the lien of any first mortgage and/or mortgagees granted or created by the Owner of any lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such lot. Sale or transfer of any lot or transfer of any lot pursuant to a foreclosure under such purchase money or improvement, mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such fines, penalties and/or assessments as to payments thereof which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any fines, penalties and/or assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent lot Owner from his/her obligation and liability thereof.

12. MISCELLANEOUS PROVISIONS:

12.1. The foregoing Restrictions are adopted as part of and shall apply to each and every parcel in the subdivision. Such Restrictions are equally for the benefit of all subsequent owners of parcels in Southwest Lubbock Airport Housing Development and accordingly shall be covenants running with the land. Any Owner or lienholder of any of the property Southwest Lubbock Airport Housing Development shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions. Further, Declarant or any-owner shall have the right to enforce, by proceeding at law or in equity, for damage or injunction or both, all restrictions, covenants, conditions, right and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to recover costs and expenses, including reasonable

attorney's fees. Failure by Declarant or Owner to enforce any restriction, covenant condition, duty or right herein contained shall in no event be deemed a waiver their respective right to do so at a later time. Further, the restrictions, easements, covenants, conditions, right and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Owner of any parcel, or other portion thereof, such Owner's respective legal representatives, heirs, successors and assigns.

12.2. Amendments: Declarant reserves the sole and exclusive right, without joinder or consent of any Owner, to (i) amend, restate, modify or repeal, this Declaration and other dedicatory instruments; (ii) amend, revise, modify, or vacate any Plat; and (iii) annex and subject any other property to the scheme of this Declaration, provided that any annexation is not inconsistent with the Purposes of the Subdivision.

12.3 Nothing contained in this document or any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the subdivision or any portion thereof.

12.4 Any and all rights, powers and reservations of SLA LLC herein contained may be assigned to any person, corporation or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by SLA LLC herein and SLA LLC shall thereafter be released from any future liabilities. The term SLA LLC as used in this document include all such assignees and their heirs, successors and assigns.

12.5 Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restrictions contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.

12.6 SLA LLC reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

12.7 The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

12.8 Cost and expense in performing any obligation or responsibility in this Declaration shall be borne by the person or entity charged with such performance or responsibility.

12.9 If the performance of any act or obligation under this Declaration is prevented or hindered by an act of God, War, labor disputes or other cause or causes beyond the control of the person or entity responsible for such performance, then the time for performance of such

act or obligation will be extended for the period that such performance was prevented or delayed by such cause.

12.10 No breach or continuing breach of the restrictions, covenants, conditions, duties or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provisions thereof.

12.11 The words such as “herein”, “hereafter”, “hereof”, “hereto”, “hereunder” and “hereinabove” refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear, unless the context otherwise requires. The masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

12.12 The captions and headings of various articles, sections, paragraphs, or subparagraphs of this Declaration are for convenience only and are not to be considered as defining or limiting in any way the intent of the provisions hereof and thereof.

12.13 References to the singular shall include the plural, and the plural shall include the singular.

12.14 Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary or convenient to the development, sale, operation, or other disposition of the Subdivision.

12.15 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. Further, if any paragraph, section, sentence, clause or phrase of the Declaration shall be held by any court of competent jurisdiction to be illegal, null, or void, any such paragraph, section, sentence, clause or phrase shall be modified by the court in the least restrictive means possible in order to comply with the Texas Property Code.

12.16 No dedication to public use: Nothing contained in this Declaration shall be deemed, interpreted, or intended to be a gift or dedication of a portion of the Property to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

12.17 These Covenants, Conditions and Restrictions supersede and replace all previous Covenants, Conditions and Restrictions.

Remainder of Page Intentionally Left Blank – Signature Page Follows

Dated this _____ day of _____, in the year _____.

Southwest Lubbock Airport LLC

By: _____
Joe Grimes President

End of Covenants, Conditions and Restrictions

EXHIBIT A
**Description of Property Subject to the First Amended Declaration of Covenants,
Conditions and Restrictions for Southwest Lubbock Airport Subdivision**

The following tracts of land shall be subject to the First Amended Declaration of Covenants, Conditions and Restrictions for Southwest Lubbock Airport Subdivision:

Tract 1:

A 159.95 acre tract, more or less, of land being all of the S.W. 1/4 of Section 56, Block 20 Cert #655, Abst.'s #1145 & 1438, H.E. & W.T. R.R. Co. Survey, Lubbock and Lynn County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 60d nail found for the Southwest corner of said Section 56 and being the Southwest corner of the Southwest 1/4 of said Section 56;

Thence North 0°0'00" East, along the west line of said Section 56 and the centerline of F.M. 179, a distance of 2638.31 feet to a 60d nail, found for the Northwest corner of the Southwest 1/4 and being the Northwest corner of this survey;

Thence South 89°46'53" East, a distance of 2641.39 feet to a 1/2" iron rod, found for the Northeast corner of the Southwest 1/4 and being the Northeast corner of this survey;

Thence South 0°01'44" West, along the West line of a tract as described by Warranty Deed #2014-35108, at 569.03 feet pass a found 1/2" iron rod, continuing along the West line of a tract as described by Warranty Deed #2008-36861 and in Volume 391, Page 184, a total distance of 989.74 feet to a 3/8" iron rod, found for the Southwest corner of said tract and being a corner of this survey;

Thence South 0°13'09" West, along the West line of a tract as described by deed in Volume 269, Page 767, a distance of 1629.17 feet pass a 1/2" iron rod w/cap, set for a reference corner, continuing for a total distance of 1649.17 feet to a 1/2" iron rod, found for the Southwest corner of said tract, the Southeast corner of the Southwest 1/4 and being the Southeast corner of this survey;

Thence 89°46'06" West, along the South line of said Section 56, a distance of 2637.19 feet to the point of beginning.

Containing 159.94 acres of land.

Tract 2:

All that certain 30.00 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated July 13, 1983, recorded in Volume 1848, Page 943 and then re-recorded in Volume 1852, Page 763, Deed Records of Lubbock County, Texas; and further described in that Contract of Sale and Purchase dated August 19, 1983, recorded in

Volume 1848, Page 923. Deed Records of Lubbock County, Texas; more commonly known as 21103 FM 179, Wolfforth, Texas 79382.

Tract 3:

18.483 acres of land, more or less. in the Northwest Quarter of Section 56, Block 20, Abstract 1031, H.E. & W.T. Railroad Company Survey, Lubbock County, Texas and further described as follows:

BEGINNING at a 1/2" iron pipe found for the northeast corner of this Tract F, said point also being the southeast corner of a 30 acre tract of land recorded in Volume 4467, Page 244 of the Deed Records of Lubbock County, Texas; said Northeast Corner bears N 89°57'38" E 67.37 feet to the midsection line of said Section 56 and along the midsection line N 0°02'57" E 1,120.11 feet to a found pin for the northeast corner of the NW 1/4 of said Section 56 N 89°51'10" W 2,642.66 feet along the north line of Section 56 to a nail found for the northwest corner of Section 56;

THENCE from the northeast corner of Tract F S 89°57'38" W (Deed N 89°57' W) 1,168.65 feet (Deed 1,174 feet) along the common boundary between Tract F and said 30 acre tract to a 3/8" pin found for the northwest corner:

THENCE S 0°19'15" W (Deed S 0°03' W) 426.88 feet (Deed 428.28 feet) to a found nail and cap on a post being the northeast corner of a 6 acre tract as recorded in Volume 7608 Page 256 of the Deed Records of Lubbock County, Texas;

THENCE S 0°04'41" E (Deed S 0°03' W) 258.47 feet (Deed 256.72 feet) to a 1/2" pipe set for the southwest corner of this tract being a northwesterly corner of a 28.172 acre tract being remainder of the original NW/4 of Section 56 as recorded in Volume 1865 Page 355 of the Deed Records of Lubbock County, Texas;

THENCE S 89°56'15" E (Deed S 89°57' E) 1,176.21 feet (Deed 1,174 feet) along the common boundary with the said 28.172 acre tract to a 3/8" iron pin found for the southeast corner of this tract:

THENCE N 0°27'33" W (Deed N 0°03' E) 687.45 feet (Deed 685.5 feet) along the common boundary with the said 28.172 acre tract the POINT OF BEGINNING.

Tract 4:

All that certain lot, tract, or parcel of land more particularly described as that 16.0 acre tract situated in the NW 1/4 of Section 56, Block 20, H.E. & W.T. Ry. Company Survey, Lubbock County, Texas, described by metes and bounds in the Warranty Deed to the Veterans Land Board dated July 13, 1983, recorded in Volume 1850, Page 697, Deed Records of said County, Texas; and also further described in that Contract of Sale dated August 29, 1983, recorded in Volume 1850, Page 700, Deed Records of said County, Texas and assigned on August 3, 1990 to Joe and Jean Grimes.

Out of the property conveyed in that certain Instrument Number 2020-10053, 5.0 acres of land were conveyed by the Veterans Land Board to A.L. Harris, by deed dated April 4, 1986.

SAVE AND EXCEPT the following 2 Tracts:

7.522 Acres, being a tract of land in the Northwest Corner of Section 56, Block 20, Abstract 1031, H.E. & W.T. Railroad Company Survey, Lubbock County, Texas; being a portion of that 16 acres tract of land described in Volume 1850, Page 697 of the Deed Records of Lubbock County, Texas and a metes and bounds description as follows:

Metes and bounds description of a 7.522 acre tract of land in the Northwest Quarter of Section 56, Block 20, Abst. 1031, H.E. & W.T. Railroad Company Survey, Lubbock County, Texas being a portion of that 16 acre tract of land described in Volume 1850, Page 697 of the Deed Records of Lubbock County, Texas and further described as follows:

BEGINNING at a 1/2" iron rod with cap marked R.L. Smith R.P.L.S. 3906' set for the Northwest Corner of this tract in the east line of that 5 acre severance tract described in Volume 2138, Page 245 of said Deed Records from whence the Northeast Corner of said 5 acre tract bears N. 00°03' E. a distance of 60.0 feet and the Northwest Corner of said Section 56 bears N. 00°03' E. a distance of 70.0 feet and N. 89°57' W. a distance of 600.0 feet:

THENCE S. 09°57' E., along a line 70 feet south of and parallel to the north line of said Section 56, a distance of 630.0 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 00°03' E. a distance of 60.0 feet to a 1/2" iron rod with cap set in the north line of said 16 acre tract for a corner of this tract;

THENCE S. 89°57' E., along the north line of said 16 acre tract, a distance of 276.0 feet to a 1/2" iron rod with cap set at the Northeast Corner of said 16 acre tract for the Northeast Corner of this tract:

THENCE S. 00°03' W., along the east line of said 16 acre tract, a distance of 446.0 feet to a 1/2" iron rod with cap set for the Southeast Corner of this tract:

THENCE N. 89°57' W., at a distance of 746.0 feet pass a 1/2" iron rod with cap set at the Northeast Corner of a 60 foot ingress-egress easement, continuing along a north line of said easement for a total distance of 806.0 feet to a 1/2" iron rod with cap set at a corner of said easement for the Southwest Corner of this tract:

THENCE N. 00°03' E., at a distance of 50.0 feet pass the Southeast Corner of said 5 acre tract, continuing along the east line of said 5 acre tract, continuing along the east line of said 5 acre tract for a total distance of 386.0 feet to the PLACE OF BEGINNING.

AND

A 0.730 acre tract in the Northwest Quarter of Section 56, Block 20, Abstract 1031, HE & WT RR Co Survey, Lubbock County, Texas.

Tract 5:

METES AND BOUNDS DESCRIPTION of a 13.406 acre tract of land, more or less, being out of the N.W. 1/4 of Section 56, Block 20, Abstract #1031, H.E. & W.T. R.R. Co. Survey, Lubbock County, Texas and being further described as follows:

BEGINNING at a 1/2" iron rod with cap, set for the Southeast corner of this 13.406 acre tract, whence a 1/2" iron rod found for the Southeast corner of the N.W. 1/4 of Section 56 bears South 00°03'07" East, a distance of 60.00 feet and South 89°47'09" East, a distance of 60.00 feet;

THENCE North 89°47'09" West, a distance of 881.27 feet to a 1/2" iron rod with cap, set for the Southwest corner of this 13.406 acre tract;

THENCE North 17°50'38" East, a distance of 808.61 feet to a 1/2" iron rod with cap, set for the Northwest corner of this 13.406 acre tract;

THENCE South 89°57'06" East, along the Southline of a 18.483 acre tract as recorded by W.D. 2009-37465, a distance of 632.78 feet to a 3/8" iron rod, found for the Southeast corner of said 18.483 acre tract and being the Northeast corner of this 13.406 acre tract;

THENCE South 00°03'07" East, a distance of 772.47 feet to the Point of Beginning.

Tract 6:

A 7.4 acre tract, more or less, being out of the NW/4 of Section 56, Block 20, Abstract 1031, Tract G, Lubbock County, Texas.

Tract 7:

A 2.75 acre tract, more or less, being out of the NW/4, Section 56, Block 20, Abstract 1031, Tract C, Lubbock County, Texas.