

**PRIVATE LAND USE REGULATIONS FOR
KING'S DOMINION**

(Restrictive Covenants for a Residential Development)

DATE: June 21, 2006

OWNER (including Address and County): North & East Lubbock Community Development Corporation
P.O. Box 3893
Lubbock, Texas 79452

NEIGHBORHOOD: That area in the City of Lubbock, Lubbock County, Texas bounded by Martin Luther King Jr., Boulevard (West side), East Erskine (South side), East Harvard (North side) and a playa lake (East side)

RECITALS:

First. Owner owns fee simple title to certain residential lots in the Neighborhood, including, without limitation, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes.

Second. Owner desires to revitalize the Neighborhood and in connection therewith, to carry out and have maintained a uniform plan for the use and improvement of the lots owned by Owner in the Neighborhood; therefore, Owner has created these covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively, called the "**Regulations**") to run with the lots which are owned by Owner in the Neighborhood and to regulate the structural integrity, appearance and use of such lots and the improvements placed on such lots.

Third. The Regulations are entitled to run with the land because: (i) the Regulations touch and concern the land by, among other things, benefitting and controlling the use of the land; (ii) privity of estate exists among all of the Lots (as defined below) subject to these Regulations by reason of Owner holding legal and equitable title to the Lots which shall be conveyed subject to the Regulations; (iii) notice is given of the Regulations contained herein when this instrument is filed in the Official Real Property Records of Lubbock County, Texas; and (iv) the Regulations are reasonable in light of their purpose being for the common benefit of all of the subsequent owners of the Lots, in order to reduce uncertainty in living conditions and to encourage investment in the Neighborhood.

Fourth. The Regulations shall run with the land and shall be binding upon and inure to the benefit of Owner, and Owner's successors and assigns; further, each person or entity, by acceptance

of title, legal or equitable, to any Lot, shall abide by and perform the Regulations and the other terms hereof. In the event of the failure of any contract and/or deed to any Lot to refer to this instrument, the Regulations and other terms of this instrument shall nevertheless be considered a part thereof, and any conveyance of such land shall be construed to be subject to the Regulations and other terms hereof. It is understood and agreed that these Regulations relate to and affect only the lots in the Neighborhood which have been or are owned by Owner and no other land, and that the only Regulations are those expressed in this instrument, and no restrictive covenants are to be implied.

I. DEFINED TERMS

A. Lot. A "Lot" is a single family residential building site located in the Neighborhood which has been or is owned by Owner, including, without limitation, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes, together with the improvements and appurtenances attached thereto.

B. Street. A "Street" includes any automobile passageway designated as a publicly (or privately) dedicated thoroughfare in the Neighborhood.

C. Neighborhood. "Neighborhood" shall refer to that area in the City of Lubbock, Lubbock County, Texas bounded by Martin Luther King Jr., Boulevard (West side), East Erskine (South side), East Harvard (North side) and a playa lake (East side).

II. NEIGHBORHOOD STANDARDS

A. Creation of Committee. There is hereby created a Neighborhood Standards Committee (the "**Committee**") which shall be composed of five (5) members, three (3) of whom shall be appointed by Owner and two (2) of whom shall be appointed by the Connectional Alliance, described below, or any successor entity. Each member shall serve at the behest of the entity which appointed such member. No member of the Committee shall be entitled to any compensation for such services performed. The Committee and its members shall be free from liability for actions within the scope of the Committee's function, unless gross negligence is proven. All owners hereby expressly waive and relinquish any and all claims against the Committee or its members, except for claims of gross negligence.

B. Approval Process. The Committee's approval or disapproval as required in these Regulations shall be in writing. In the event any plans and specifications or any request are properly submitted to the Committee for its review, and the Committee fails to approve or disapprove such plans and specifications or request within thirty (30) days after being submitted to the Committee, and if no suit to enjoin the construction or action requested is commenced prior to the completion of such construction or consummation of such action, then approval is presumed.

III. USE REGULATIONS

A. Intended Use. Each Lot shall be used exclusively for single family residential homes, and shall not be used for retail or commercial purposes. No mobile homes may be placed or used, temporarily or permanently, on a Lot. In addition, no prefabricated metal-sectional constructed type homes may be used, temporarily or permanently, as a residence on a Lot.

B. Garbage Disposal and Dumping. Trash, garbage and other waste shall not be kept except in sanitary, City of Lubbock approved containers, and such containers shall be kept in a clean and sanitary condition. Other than on the day of trash pick-up, no cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained where visible by a person using the Street. No Lot shall be used or maintained as a dumping ground for trash, and no dumpsters shall be placed anywhere in the Neighborhood, including the Streets.

C. Parking. House trailers, boats, buses, trucks or similar vehicles shall be parked only as and where permitted by ordinance of the City of Lubbock. No vehicles of any kind are to be in the Street or on driveways or parking areas, except in Designated Parking Areas (as defined below) or as and where approved by the Committee. As used herein, the term "**Designated Parking Area**" shall mean that certain garage, or paved drive constructed in connection with the original construction of the residence built upon a Lot.

D. Upkeep. The owner of each Lot shall be responsible for the proper maintenance and upkeep of the Lot and improvements at all times. All structures placed on a Lot, including the main residences or any other structures, must be painted and maintained in a reasonably neat manner. The owner shall keep any weeds neatly mowed, and shall not permit the accumulation of trash, rubbish, deteriorating improvements or other unsightly articles on said Lot or the abutting easements or Streets. Interior furniture (i.e., furniture not designed for patios and lawns) shall not be placed or kept on porches, front yards or other areas where visible by a person using a Street. The area between the pavement and the Lot line shall also be kept and maintained by the owner of the abutting Lot. If any Lot owner does not comply with these terms, then Owner and/or the Committee (hereafter) is authorized to have such Lot cleaned and maintained in order to comply with these provisions for the account of the owner of said Lot, and the paying party shall be entitled to reimbursement of the amount of any reasonable expenses so incurred from the Lot owner for whose account and benefit such maintenance and upkeep was performed. In the alternative, Owner and/or the Committee shall have the right to injunction and other legal means to prevent such conditions.

E. Antennae. No radio antennae, satellite dish or receiver or solar equipment of any kind shall be placed, allowed or maintained on any Lot, except in the rear yard of the Lot. Each owner will use its best efforts to ensure that any installed or constructed antennae, satellite dish or receiver or solar equipment is not visible from the Street abutting the front of the Lot.

F. Vehicles. No stripped down, wrecked, junked, or inoperable automobile, truck or Vehicle (as defined below) shall be kept, parked, stored or maintained on any portion of the front yard of a Lot. Further, no stripped down, wrecked, junked or inoperable automobile, truck, or Vehicle or Vehicle with an expired registration or state inspection shall be kept, parked, stored or maintained on any other portions of the Lot for a period longer than thirty (30) days. No dismantling or assembling of an automobile, truck, Vehicle or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a Street. In addition, no on-site mechanical repairs may be made to a vehicle except in a covered garage permanently attached to the improvements on a Lot. As used herein, the term "**Vehicle**" shall mean a trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, or truck larger than a one (1) ton pick-up (except those used by a builder during the construction of improvements).

G. Nuisances. No noxious or offensive activity, including, without limitation, loud noise or music, shall be carried on upon any Lot, nor shall any act(s) be done thereon which may be or may become an annoyance or nuisance to the Neighborhood or surrounding Lots.

H. Livestock and Pets. No pigs, goats, hogs or horses shall be housed or kept on a Lot. Raising of poultry is prohibited and no feed lot shall be maintained. Dogs, cats or any household pet may be kept, provided they are not kept, bred or maintained for any commercial purposes. All dogs and cats shall be kept on leases at all times when outside perimeter fencing of a Lot.

I. Hazardous Activities. No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon any Lot (except as referenced below), no open fires shall be lighted or permitted except within safe and well-designed fireplaces, or in contained barbecue units while attended and in use for cooking purposes. Brush burning may be allowed upon appropriate notification and approval from the required governmental authorities.

J. Hunting. No hunting of deer, wild game, prairie dogs or burrowing owls with any kind of firearm or bow will be permitted on any Lot.

K. Subdividing. A Lot shall not be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the owner thereof without the prior written approval of Owner. The granting of public utility and drainage easements as may be required by law or governmental regulations are exempt from this provision.

L. Prohibited Signage. Prohibited signs include bench signs; billboards; banner signs; signs with flashing or blinking lights or mechanical movement; Day-Glo colors; signs which make or create noise; animated moving signs; exposed neon, fluorescent or incandescent illumination; painted wall signs; pennants; trailer signs; signs with beacons; and any sign that obstructs the view in any direction. An owner may also place one "For Rent" or one "For Sale" sign on such owner's Property. No other signs may be placed by an owner in any other location.

M. Mining and Drilling. Except where Owner has otherwise consented, no portion of any Lot shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

N. Drainage. There shall be no interference with the established drainage patterns over any Lot unless adequate provision is made for proper drainage and approved by Owner.

O. Rentals. Nothing in this document shall prevent the rental of an entire Lot and the improvements thereon by the owner thereof, provided such rental is for single family residential purposes. No license or rental of less than an owner's entire interest in a Lot and improvements shall be granted by any owner.

IV. REGULATION OF IMPROVEMENTS

A. Generally. Except as otherwise provided herein to the contrary, all improvements of any nature placed or maintained on any Lot must be constructed and maintained in accordance with all applicable municipal, state and federal codes, regulations and ordinances, including, without limitation, all applicable health, safety and building code ordinances and code enforcement ordinances of the City of Lubbock, Texas.

B. New Construction; Minimum Floor Area. All improvements of any nature placed on any Lot shall be newly erected on said Lot, and no second-hand or used buildings, or other improvements, shall be moved onto any of said Lots. The main dwelling shall contain a minimum of twelve hundred (1,200) square feet of living area, exclusive of garages and porches.

C. Setback Requirements. No building or structures of any kind, except fences, shall be located on a Lot closer than twenty (20) feet to any Lot line which abuts a street or road, nor closer than ten (10) feet to any side or back Lot line.

D. Construction Completion Time. The construction of any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within twelve (12) months after the commencement of construction. No building material of any kind shall be placed or stored upon any Lot until an owner is ready to commence construction. Any storage of such material shall be kept out of sight of passersby and neighbors.

E. Materials. All materials used in connection with the improvement of any Lot must be new materials or substantially the same or better than that which can be produced on the date construction of the improvements commences and no second-hand or used materials shall be utilized in the construction of improvements on any Lot.

F. Paving; Driveways. Unless prior written approval is given by the Committee, the owner of a Lot may not (i) pave any portion of the front yard of any Lot with any paving material,

including, without limitation, concrete, asphalt, or brick, for any purpose, including walks, driveways, or patio areas, or (ii) extend or expand any Designated Parking Area. No more than twenty (20) square feet of any Lot may be a Designated Parking Area.

G. Detached Structures. Any detached building, garage, shed or structure or addition to the main residence must be of all new material and be of equal construction and architectural design as the main residence.

H. Temporary Structures. No trailer, shack, garage, barn, or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently. No tent shall at any time be used as a permanent residence or dwelling.

I. Car Ports. No car ports shall be permitted at any time on a Lot.

V. PROPERTY OWNERS ASSOCIATION

Each owner of a Lot, upon their purchase of such Lot, will automatically become a member of the Connectional Alliance, which is a coalition of neighborhoods, leaders and residents that address issues within the Neighborhood and surrounding areas. The Connectional Alliance shall establish rules and regulations governing the procedures and functions of the Connectional Alliance and, among other things, the election of members to the Committee. If the Connectional Alliance no longer exists, each owner shall become a member of the entity which succeeds the Connectional Alliance, or if no such successor entity exists, each owner shall become a member of a similar community based entity which seeks to serve the needs of the Neighborhood.

VI. DURATION AND AMENDMENT

A. Duration. The Regulations set forth herein shall continue and be binding upon Owner, and Owner's successors and assigns for a period of thirty-five (35) years ("**Primary Term**") from this date. At the expiration of the Primary Term, the Regulations shall automatically be extended for an additional ten (10) year period ("**Extension Term**") and for successive periods of the Extension Term thereafter, unless terminated or amended. These Regulations may be terminated at any time after the Primary Term if not less than ninety percent (90%) of the record owners who hold fee simple title of all Lots, as such record ownership is reflected by the Real Property Records of Lubbock County, Texas, execute and acknowledge an agreement in writing terminating the terms of this instrument and file the same in the Real Property Records of Lubbock County, Texas; then and thereafter the Regulations set forth in this instrument will be null, void and of no further force and effect.

B. Amendment. These Regulations may be amended, but not terminated, at any time if not less than seventy-five percent (75%) of the record owners of fee simple title of all Lots, as such record ownership is reflected by the Real Property Records of Lubbock County, Texas, execute and acknowledge an agreement in writing revising the terms of this instrument and file the same in the

Real Property Records of Lubbock County, Texas; then and thereafter the Regulations set forth in this instrument will be modified as such recorded instrument may direct.

VII. ENFORCEMENT

A. Parties Bound. These Regulations shall be binding upon Owner, Owner's successors and assigns and all parties claiming by, through or under Owner and all subsequent owners of a Lot, and their heirs, personal representatives, successors and assigns, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such persons shall be liable except with respect to breaches committed during such person's ownership of said property.

B. Limitation of Impact on Mortgages. The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against any Lot, or any part thereof, but such liens may be enforced as against any and all Lots so encumbered.

C. Standing and Remedies. Owner or the owners of any Lot shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for any person owning any Lot in the Neighborhood, or the Committee, to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent the owner, or their tenants, invitees or representatives from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.

D. Result of Conflicting Regulations. These Regulations shall not permit any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictive covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictive covenants of record, or these Regulations shall govern and control.

E. Alternative Dispute Resolution Procedure. The parties agree to mediate in good faith to resolve any dispute under this instrument before filing a suit for damages. Following mediation, all unresolved issues shall be resolved by binding arbitration. Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules.

F. Invalidation. Invalidation of any of these Regulations by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.

G. No Warranty of Enforceability. While Owner has no reason to believe that any of these Regulations or other terms and provisions contained in this document are or may be invalid

or unenforceable for any reason or to any extent, Owner makes no warranty or representation as to the present or future validity or enforceability of any such Regulations, terms or provisions. Any owner acquiring all or any part of a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring all or any portion of such Lot, agrees to hold Owner harmless therefrom.

VIII. MISCELLANEOUS

A. Attorney's Fees. Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, travel and expert witness fees from the non-prevailing party.

B. Binding Effect. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

C. Choice of Law. This instrument shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this instrument to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Lubbock County.

D. Effect of Waiver or Consent. No waiver or consent, express or implied, by any owner to or of any breach or default by any owner in the performance by such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such owner of the same or any other obligations of such owner hereunder. Failure on the part of an owner to complain of any act of any owner or to declare any owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitation period has run.

E. Legal Construction. In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

F. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

G. Recitals. Any recitals in this instrument are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

H. Time. Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

Executed to be effective as of the date set forth above.

OWNER:

NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
John E. Hall
Executive Director

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on June ___, 2006, by John E. Hall, Executive Director of North & East Lubbock Community Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

(SEAL)

Notary Public in and for the
State of Texas

My Commission Expires:

Printed Name of Notary

Exhibit A

PLAT LIMIT DESCRIPTION OF LOTS 1 THRU 27, KING'S DOMINION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS BEING A 5.676 ACRE TRACT OF LAND IN SECTION 5, BLOCK A, T.T. RAILROAD COMPANY SURVEY, LUBBOCK COUNTY, TEXAS AND A PORTION OF THAT 28.65 ACRE TRACT DESCRIBED IN VOLUME 9437 PAGE 53 OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON ROD WITH CAP SET IN THE SOUTH LINE OF SECTION 5, BLOCK A AND THE SOUTH LINE OF SAID 28.65 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 5 BEARS S 89°39'42" W A DISTANCE OF 1223.47 FEET;

THENCE S 89°39'42" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1123.47 FEET TO A ½" IRON ROD WITH CAP FOUND IN THE EXISTING EAST RIGHT OF WAY LINE OF MARTIN LUTHER KING JR. BLVD. AS RECORDED IN VOLUME 1026, PAGE 511 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 0°17'44" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE S 89°39'42" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24.99 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 23.57 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N 45°19'01" W, AND A CHORD DISTANCE OF 21.22 FEET;

THENCE N 0°17'44" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 11.99 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE S 45°19'01" E A DISTANCE OF 21.21 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE N 89°39'42" E A DISTANCE OF 85.00 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE S 86°31'27" E A DISTANCE OF 150.33 FEET TO A ½" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE N 89°39'42" E A DISTANCE OF 19.44 FEET TO A ½" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 44°39'42" E A DISTANCE OF 14.14 FEET TO A ½" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 0°20'18" W A DISTANCE OF 150.00 FEET TO A ½" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 89°39'42" E A DISTANCE OF 120.00 FEET TO A ½" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 44°39'42" E A DISTANCE OF 14.14 FEET TO A ½" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 0°20'18" W A DISTANCE OF 80.00 FEET TO A ½" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 89°39'42" E A DISTANCE OF 754.00 FEET TO A ½" IRON ROD WITH CAP SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 0°20'18" E A DISTANCE OF 282.00 FEET TO THE PLACE OF BEGINNING.