



DEDICATORY CERTIFICATE

THE STATE OF TEXAS                    §  
COUNTY OF LUBBOCK                 §

This is to certify that **NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation, is the owner of the following described property, to-wit

A tract of land located in Section 5, Block A, Lubbock County, Texas being further described as follows

BEGINNING at a 1/2" iron rod with cap found in the East right-of-way line of North Martin Luther King, Jr (MLK, Jr) Boulevard as described in Volume 1026, Page 511, Deed Records of Lubbock County, Texas (DRLCT), same being the original Southwest corner of Tract "A", King's Dominion, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number (CCFN) 2011036984, Official Public Records of Lubbock County, Texas (OPRLCT), which bears N 01°31'07" E, a distance of 456.84 feet and S 88°28'53" E, a distance of 60.00 feet from the Southwest corner of Section 5, Block A, Lubbock County, Texas.

THENCE S 88°31'53" E, along the Southern boundary line of said Tract "A", a distance of 387.08 feet to a 1/2" iron rod with cap found at the original Southeast corner of said Tract "A".

THENCE N 01°28'07" E, along the Eastern boundary line of said Tract "A", a distance of 366.71 feet to a 1/2" iron rod with cap set.

THENCE S 88°31'53" E, continuing along the Eastern boundary line of said Tract "A", at 20.00 feet pass a 1/2" iron rod with cap set in the West right-of-way line of North Redbud Avenue, as dedicated by plat recorded under CCFN 2011036984, OPRLCT, continuing for a total distance of 72.00 feet to a 1/2" iron rod with cap found in the East right-of-way line of said North Redbud Avenue,

THENCE N 01°28'07" E, along the East right-of-way line of said North Redbud Avenue, a distance of 92.97 feet to a 1/2" iron rod with cap set in the Southern boundary line of that tract of land as described in Volume 9564, Page 23, OPRLCT,

THENCE S 88°31'53" E, along said Southern boundary, a distance of 378.01 feet to a 1/2" iron rod with cap found.

THENCE S 80°15'10" E, continuing along said Southern boundary, a distance of 555.84 feet to a 1/2" iron rod with cap found at the Northeast corner of this tract.

THENCE S 01°17'59" W, continuing along said Southern boundary, a distance of 836.44 feet to a point in the South line of Section 5, Block A, Lubbock County, Texas.

THENCE N 88°31'53" W, along the South line of said Section 5., a distance of 226.53 feet to a point at the Southeast corner of the original plat limits of Lots 1-27, King's Dominion, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2006033771, OPRLCT.

THENCE N 01°28'07" E, along the original plat limit line of said King's Dominion, a distance of 282.00 feet to a 1/2" iron rod with cap found.

THENCE N 88°31'53" W, continuing along said plat limit line, a distance of 754.00 feet to a 1/2" iron rod with cap found.

THENCE S 01°28'07" W, continuing along said plat limit line, a distance of 80.00 feet to a 1/2" iron rod with cap set.

THENCE S 46°28'07" W, continuing along said plat limit line, a distance of 14.14 feet to a 1/2" iron rod with cap found.

THENCE N 88°31'53" W , continuing along said plat limit line, a distance of 120 00 feet to a 1/2" iron rod with cap found,

THENCE S 01°28'07" W , continuing along said plat limit line, a distance of 150 00 feet to a 1/2" iron rod with cap found in the North right-of-way line of said East Eiskine Street as dedicated by plat recorded under County Clerk File Number 2006033771, OPRLCT.

THENCE S 46°28'07" W , continuing along said North right-of-way line, a distance of 14 14 feet to a 1/2" iron rod with cap set,

THENCE N 88°31'53" W , continuing along said North right-of-way line, a distance of 19 44 feet to a 1/2" iron rod with cap set,

THENCE N 84°43'02" W , continuing along said North right-of-way line, a distance of 150 33 feet to a 1/2" iron rod with cap set,

THENCE N 88°31'53" W , continuing along said North right-of-way line, a distance of 85 00 feet to a 1/2" iron rod with cap set for the most Southerly Southwest corner of this tract,

THENCE N 43°30'36" W , continuing along said North right-of-way line, a distance of 21 21 feet to a 1/2" iron rod with cap found in the East right-of-way line of said MLK, Jr Boulevard,

THENCE N 01°31'07" E , along the East right-of-way line of said MLK, Jr Boulevard, a distance of 399 79 feet to the Point of Beginning,

and the undersigned wishes to plat the above described property, designating streets, alleys, easements (surface and/or underground), and other public properties shown in accordance with the attached map, prepared by Brent Canoll, Registered Professional Land Surveyor No 5410, on the 26<sup>th</sup> day of September, 20 12, and approved by the Planning Commission of the City of Lubbock on the 14<sup>th</sup> day of March, 20 13, and desiring to have said property platted and duly filed for record as required by law, all as shown on the attached map.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That for and in consideration of the special benefits to the remainder of its property, the undersigned does hereby **DEDICATE** all the streets, alleys, easements (surface and/or underground), and other public properties shown and designated upon said map to the **PUBLIC** for **PUBLIC USE FOREVER**, and by these presents does impress the name of "LOTS 28-65 and TRACTS "B"- "C", KING'S DOMINION, an Addition to the City of Lubbock, Lubbock County, Texas," upon said property for the correct reference and description thereto by lots and tracts as indicated upon the attached map, and the undersigned does hereby adopt the name hereinabove stated and impresses the same upon said land, incorporating said map as a part of this dedication

The private land use regulations or restrictions attached hereto as Exhibit "A" are hereby impressed upon the property, and said regulations and/or restrictions shall constitute covenants running with the land, and shall be binding on all parties having any right, title or interest in or to the property, or

any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner of  
Lots 28-65 and Tracts "B"- "C", King's Dominion

WITNESS the execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

By

  
Thomas Harris, III, Chairperson

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the this 7<sup>th</sup> day of March, 2013,  
by Thomas Harris, III, Chairperson, on behalf of NORTH & EAST LUBBOCK COMMUNITY  
DEVELOPMENT CORPORATION, a Texas non-profit corporation


  
Notary Public, State of Texas



EXHIBIT "A"

PRIVATE LAND USE REGULATIONS FOR  
KING'S DOMINION LOTS 28-65 and Tracts "B"- "C"  
(Restrictive Covenants for a Residential Development)

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 N. Redbud Avenue (West side), Kings Dominion Lots 1-27 (South side), a non-platted area (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 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, benefiting 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.

## 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 herein, 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 N. Redbud Avenue (West side), Kings Dominion Lots 1-27 (South side), a non-platted area (North side) and a playa lake (East side), and including the area known as Kings Dominion Lots 1-27.

## I. 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.

## II. 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 livestock, including, but not limited to pigs, goats, sheep, hogs or horses shall be housed or kept on a Lot. Raising of poultry is prohibited and no feed lot shall be maintained. No more than four household pets, including dogs, cats or any other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. All dogs and cats shall be kept on leashes at all times within the outside perimeter fencing of a Lot. Pit bulls are specifically excluded from being kept, bred or allowed on any Lot at any time.

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 place one "For Sale" sign not to exceed 8 square feet of area on such owner's Property. No other signs may be placed by an owner in any other location. No "For Rent" or "For Lease" signs will be allowed to be placed in a yard or displayed any place on a Lot.

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 or the Committee.

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. No "For Rent" or "For Lease" signs will be allowed to be placed in a yard or displayed any place on a Lot.

### III. 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. Any one-story dwelling shall contain a minimum of One Thousand Three Hundred (1,300) square feet of living area, exclusive of garages, porches or breezeways attached to the main dwelling and any one and one-half or two story dwelling shall contain a minimum of Two Thousand (2,000) square feet of living area, exclusive of garages, porches or breezeways attached to the main dwelling.

C. Garages. Each single-family dwelling constructed on a Lot shall have an attached garage sufficient to house two or more standard size cars.

D. Setback Requirements. No building or structures of any kind, except fences, shall be located on a Lot closer than five (5) feet to any interior Lot line or five (5) feet from any Lot line which abuts a street or road, nor closer than ten (10) feet to any back Lot Line.

E. 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

F. 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. In addition, all buildings and structures shall be of exterior fire resistant construction. Residential structures shall have one hundred percent (100%) masonry for the total exterior front building elevation (except that some structures may have siding, stucco or other compatible materials), excluding doors and windows.



The remaining exterior elevations shall have a minimum of eighty percent (80%) masonry veneer construction. Masonry construction shall be brick, stone, stucco, synthetic plaster/acrylic matrix or material of equal characteristics in accordance with the building and fire code of the City. Chimneys shall be sided of one hundred percent (100%) masonry brick, stone, vinyl siding or synthetic plaster/acrylic matrix from roof to cap. Roofing materials must be 30 year or better composition shingles, slate, clay tile, wood shingles or shakes. The roof of the main residence shall have a minimum pitch of 5 inches of rise for each 12 inches of run. No flat roofs will be permitted and no roll roofing or crushed gravel shall be used on any roof. Metal roofs or roofs of any other type may be used only with the specific approval of the Owner and/or Committee. Fencing no more than eight feet tall may be constructed on a Lot no closer to the front property line than the setback of the residence. Fencing may be of brick, natural stone, wrought iron, wood or a combination of these materials; No metal or wire fencing of any kind may be used where it is visible from adjacent lots, the alley or a street; chain link fencing is permitted in a fenced back yard such that it is not visible from adjacent lots, the alley or a street. Wood fencing may be stained or sprayed with a preservative with a natural wood color and may not be painted. Natural stone or brick fencing may not be painted. Wrought iron fencing may be painted black, brown or white and must be maintained so no rust is visible.

G. 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, or (iii) pave a driveway wider than twenty (20) feet from the street on which the residence faces, to the two car garage serving the residence, or (iv) designate or pave any Lot as a Parking Area.

H. 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.

I. 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.

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

#### IV. 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.

V. 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.

VI. ENFORCEMENT

A. Parties Bond. 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 anyone 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.

## VII. 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 nonprevailing 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 anyone 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.

Issue Date : 11/27/2012

# TAX CERTIFICATE

## Lubbock Central Appraisal District

2109 Ave Q  
PO Box 10568  
Lubbock, TX 79408-3568  
Ph: 806-762-5000 x2 Fax:

This certificate includes tax years up to 2012

### Entities to which this certificate applies:

CLB - City Of Lubbock  
HSP - Lubbock County Hospital  
WHP - Hi Plains Water

CAD - Appraisal District  
GLB - Lubbock County  
SLB - Lubbock ISD

### Property Information

Property ID : AC10005-90087-00005-000  
Quick-Ref ID : R66609

#### Value Information

1703 ERSKINE ST LUBBOCK, TX 79415	Land HS :	\$0.00
	Land NHS :	\$14,380.00
	Imp HS :	\$0.00
	Imp NHS :	\$0.00
BLK A SEC 5 AB 87 TR A AC: 7.19	Ag Mkt :	\$0.00
	Ag Use :	\$0.00
	Tim Mkt :	\$0.00
	Tim Use :	\$0.00
	HS Cap Adj :	\$0.00
	Assessed :	\$0.00

### Owner Information

Owner ID : 00011089  
NORTH & EAST LUBBOCK  
COMMUNITY DEV CORP  
PO BOX 2000  
LUBBOCK, TX 79457  
Ownership: 100.00%

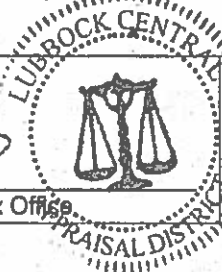
This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
CAD	2012	0.00	0.00	0.00	0.00	0.00
CLB	2012	0.00	0.00	0.00	0.00	0.00
GLB	2012	0.00	0.00	0.00	0.00	0.00
HSP	2012	0.00	0.00	0.00	0.00	0.00
SLB	2012	0.00	0.00	0.00	0.00	0.00
WHP	2012	0.00	0.00	0.00	0.00	0.00

**Total for current bills if paid by 11/30/2012 : \$0.00**  
**Total due on all bills 11/30/2012 : \$0.00**  
 2012 taxes paid for entity CAD \$0.00  
 2012 taxes paid for entity CLB \$0.00  
 2012 taxes paid for entity GLB \$0.00  
 2012 taxes paid for entity HSP \$0.00  
 2012 taxes paid for entity SLB \$0.00  
 2012 taxes paid for entity WHP \$0.00  
**2012 Total Taxes Paid : \$0.00**

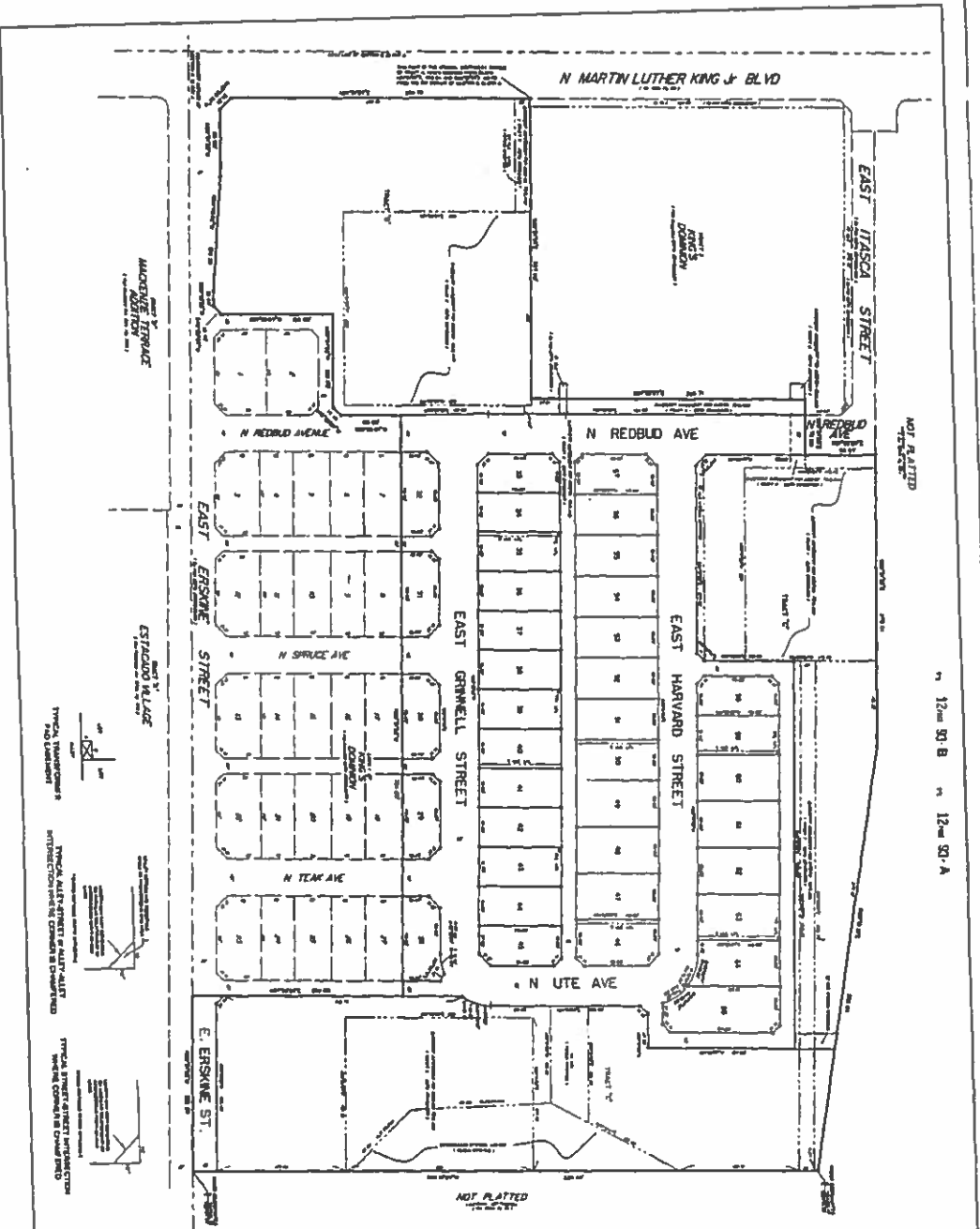
If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43, Paragraph (i) of the Texas Property Tax Code.



Signature of Authorized Officer of the Tax Office

Date of Issue : 11/27/2012  
 Requestor : SERVICE TITLE  
 Ref. Number :  
 Fee Paid :  
 Payer :



NOT PLATTED

12th SQ B 12th SQ A

MOONBE TERRACE  
MOONBE TERRACE

ESTACADO WILLAGES

TYPICAL TRANSFORMER'S  
FOOT CEMENTATION

TYPICAL ALLEY STREET or ALTY-ALTY  
INTERSECTION WITH CHIMNEY IN CHANNEL

TYPICAL ALLEY STREET INTERSECTION  
WITH CHIMNEY IN CHANNEL

LOTS 28-55 and TRACTS "B"- "C"  
**KING'S DOMINION**  
AN ADDITION TO THE CITY OF LUBBOCK,  
LUBBOCK COUNTY, TEXAS

**ARTICLE I. TITLE AND LOCATION.**

SECTION 1. Name of Addition. The name of this addition shall be "KING'S DOMINION".

SECTION 2. Location. This addition is located in the City of Lubbock, Lubbock County, Texas, bounded on the north by N Martin Luther King Jr Blvd, on the east by East IJasca Street, on the south by East Erskine Street, and on the west by East Erskine Street.

SECTION 3. Acreage. The total acreage of this addition is approximately 120.00 acres, more or less.

SECTION 4. Description of Lots. The lots in this addition are described as follows: Lots 28-55 and Tracts "B" and "C".

SECTION 5. Easements. There are no easements shown on this plan.

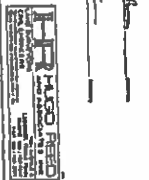
SECTION 6. Other Provisions. This addition is subject to all laws, ordinances, and regulations of the City of Lubbock, Texas.

*Harold Reed*  
Harold Reed  
Surveyor

*John L. ...*  
John L. ...

PLAT NO. ...

RECORDED IN ...





March 14, 2013

File No. 1714.02

County Clerk  
Lubbock County Court House  
904 Broadway  
Room 207  
Lubbock, Texas 79401

Dear Sir or Madam:

This is to certify that a plat titled **King's Dominion Addition, Lots 28 – 65 and Tracts B - C**, prepared by Brent Carroll of Hugo Reed and Associates, Inc. on September 26, 2012 was approved by the Planning and Zoning Commission on March 14, 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Perkins", written over a light blue horizontal line.

Matthew Perkins  
Planning and Zoning Manager

Acreage of recorded plat: 18.643 acres

## FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "Kelly Pinson", written over a light blue horizontal line.

Kelly Pinson, County Clerk  
Lubbock County TEXAS

March 22, 2013 03:09 48 PM

FEE: \$108 00

2013011267