

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RESTRICTIVE COVENANT AGREEMENT

Dated as of: December 31, 2012

Seller: STEPHEN P. BAKER and VICKY L. BAKER, husband and wife

Seller's Mailing Address:

3926 Baybrook Court
Midland, Texas 79707

Buyer: 1585 PARTNERS, LLC, a Texas limited liability company

Buyer's Mailing Address:

4712 22nd Street
Lubbock, Texas 79407

Conveyed Property: 10.833 acres, more or less, located in Section 5, Block AK, Abstract No. 163, Lubbock County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Retained Property: 615.83 acres, more or less, located in Section 5, Block AK, Abstract No. 163, Lubbock County, Texas and conveyed to Seller by a deed filed in the office of the County Clerk of Lubbock County, Texas on April 15, 2011 under Clerk's File No. 2011011733, to which deed reference here is made for descriptive purposes, SAVE AND EXCEPT the Conveyed Property.

Restricted Uses:

1. Manufacturing facility involving the exterior emission of dust and/or other airborne contaminants in significant quantities;
2. Central laundry or dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location are permitted);
3. Sexually oriented massage parlor (which is defined as a non-medical business involving direct massaging of or other contact with a person's genitalia and does not include general spa and/or massage businesses such as Woodhouse Day Spa,



Massage Envy and similar businesses), adult video/book store (which is defined as any store at least twenty percent (20%) of the inventory of which is not available for sale or rental to persons under 18 years old because such inventory explicitly deals with or depicts human sexuality), adult movie house (which is defined as any theater or other business regularly showing videos and movies that are rated NC-17 under the current MPAA rating system or the equivalent under any future movie rating system), or other business selling or exhibiting pornographic materials (not including convenience stores such as Stripes and 7-11 and other businesses which may sell books, magazines, videos and other similar materials with adult and/or sexual themes as an incidental part of its business);

4. Any mobile home park or trailer court;
5. Any dumping, disposing, incineration or reduction of garbage (exclusive of disposal and temporary storage of garbage in appropriate dumpsters that are emptied at regular intervals);
6. Any business providing overnight boarding of dogs, cats or other animals (except that this prohibition does not prohibit typical operations of Petsmart, Petco or similar businesses, a veterinary business which temporarily keeps its patients overnight, or the possession of personally owned dogs, cats and other animals); or
7. Any use which is a public or private nuisance.

Development Standards:

1. All improvements shall be constructed using materials of good quality.
2. Following commencement of the construction of any improvements, such construction shall be prosecuted to completion in a diligent and good faith manner. At no time shall any incomplete improvements be allowed to remain without work being prosecuted thereon. In the event any improvements constructed on a Lot shall be damaged or destroyed by any cause, including, without limitation, any fire, flood, windstorm, tornado, earthquake or other natural cause, the damaged improvements promptly shall either be removed or rebuilt to a state of good condition and repair.
3. All construction shall comply with all applicable laws, ordinances, rules and regulations applicable to such construction.

Consideration: TEN & NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party.

Agreements

1. *Prohibited Uses.* No portion of the Conveyed Property or the Retained Property

will be used for any of the Prohibited Uses for a period beginning on the date of this agreement and ending fifty (50) years after that date (the "Restriction Term").

2. *Development* During the Restriction Term any improvements constructed on either the Conveyed Property or the Retained Property shall comply with the Development Standards.

3. *Amendment and Termination* This agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by the then owners of all of the Conveyed Property and the Retained Property and recorded in the real property records of Lubbock County, Texas.

4. *Covenants Running with the Land.* The parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the Conveyed Property and the Retained Property.

5. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in the county or counties in which the Development is located.

7. *Attorney's Fees* If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

8. *Severability.* If a provision in this agreement is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this agreement, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

9. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.

10. *Number and Gender* The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

11. *Captions* Captions used in this agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

12. *Construction of Agreement.* The terms and provisions of this agreement are the result of negotiation between the parties, each of which has been represented by counsel of its selection, and neither of which has acted under duress or compulsion, legal, economic, or otherwise. Consequently, the terms and provisions of this agreement will be interpreted and construed in accordance with their usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this agreement otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions in this agreement must be interpreted or construed against the party whose attorney prepared this agreement or any draft hereof.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Conveyed Property, the Retained Property, the Development, the Restricted Uses of the Conveyed Property, and the Restricted Uses of the Retained Property. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this agreement. This agreement is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns as the owners of the Development or portions thereof.

16. *Time.* Time is of the essence with respect to each covenant, agreement, and obligation of the parties set forth in this agreement.

17. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this agreement.

EXECUTED as of the day and date first above written.

[Remainder of Page Intentionally Left Blank]

[Seller's Signature Page to Restrictive Covenant Agreement]

SELLER:

[Handwritten Signature]

STEPHEN P. BAKER

[Handwritten Signature]

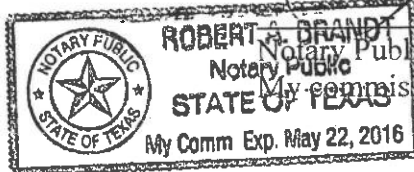
VICKY L. BAKER

STATE OF TEXAS)

COUNTY OF Wagon)

This instrument was acknowledged before me on December 29, 2012, by STEPHEN P. BAKER.

[Handwritten Signature]

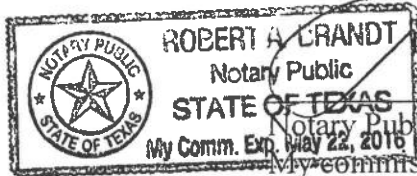


STATE OF TEXAS)

COUNTY OF Wagon)

This instrument was acknowledged before me on December 29, 2012, by VICKY L. BAKER.

[Handwritten Signature]



[Buyer's Signature Page to Restrictive Covenant Agreement]

BUYER:

1585 PARTNERS, LLC, a Texas limited liability company

By: *Scott Collier*
Scott Collier, Sole Member

STATE OF TEXAS)

COUNTY OF LUBBOCK)

Before me, the undersigned authority, on this day personally appeared SCOTT COLLIER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of 1585 PARTNERS, LLC, a Texas limited liability company, as its Sole Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of December, 2012.

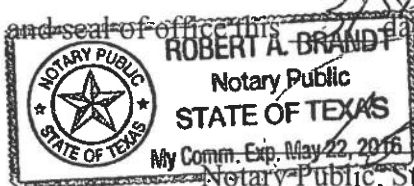

Robert A. Brandt
Notary Public, State of Texas
My commission expires: _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 10.833 acre tract of land out of a 615.8 acre tract as described under County Clerk File No. 2011011733 of the Official Public Records of Lubbock County, Texas, located in Section 5, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a "cross" hatch nail with washer set for the Northeast corner of said Section 5, Block AK and the Northeast corner of said 615.8 acre tract, same being the Northeast corner of this tract;

THENCE S. 00°06'02" W., along the East line of said Section 5 and the Eastern boundary of said 615.8 acre tract, at 40.00 feet pass a "cross" hatch nail with washer set in the South right-of-way line of F.M. 1585 as described in Volume 487, Page 47 of the Deed Records of Lubbock County, Texas, continuing for a total distance of 660.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract, from whence a found 3/4" square tube bears S. 00°06'02" W. a distance of 1980.65 feet;

THENCE N. 89°54'44" W. a distance of 715.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract;

THENCE N. 00°06'02" E. at 620.00 feet pass a 1/2" iron rod with cap set in said South right-of-way line, continuing for a total distance of 660.00 feet to a "cross" hatch nail with washer set in the North line of said Section 5 and the Northern boundary of said 615.8 acre tract for the Northwest corner of this tract;

THENCE S. 89°54'44" E., along the North line of said Section 5 and the Northern boundary of said 615.8 acre tract, a distance of 715.00 feet to the Point of Beginning.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

December 31, 2012 04:14.17 PM

FEE: \$40.00

2012051736

Fee: \$14.00

11.20 CH

RETURN: Charles L. Cobb, 1502 Avenue Q, Lubbock, Texas 79401

REGISTERED
RECORDS
INDEXED
COMPANIES

357215

WARRANTY DEED

THE STATE OF TEXAS)
) 5
COUNTY OF LUBBOCK)

KNOW ALL MEN BY THESE PRESENTS:

THAT LUBBOCK CHRISTIAN COLLEGE INVESTMENT CORPORATION, with its principal office in Lubbock, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to LUBBOCK CHRISTIAN COLLEGE INVESTMENT CORPORATION in hand paid by the GRANTEES hereinafter named, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents does Grant, Sell, and Convey unto the said WYLIE HUDMAN and wife, THELMA HUDMAN, the following described tracts of land situated in Lubbock County, Texas, to-wit:

- (a) The East One-Half (E/2) of Section Five (5), Block AK, E.L.&R.R. Company Survey, Certificate 939, Abstract 163, said Lubbock County, Texas; and,
- (b) The South 216.6 Acres of the East One-Half (E/2) of Section 38, Block D, Lubbock County, Texas.

This conveyance is made subject to all outstanding easements, reservations, restrictions and mineral interests of record or that may be visible from an inspection of the premises.

SAVE AND EXCEPT, that Grantor reserves unto itself, its successors and assigns, one-half (1/2) interest in and to all of the oil, gas and other minerals owned by Grantor at the time of the execution hereof in, on, and under the lands and premises described above; conditioned, however, that the Grantees, their heirs and executors, shall at all times from and after the date hereof, have the exclusive right to execute any and all oil, gas and other mineral leases covering said reserved interest under such conditions and for such consideration as the Grantees, their heirs and executors, shall deem advisable, and in this connection, it shall never be necessary for the Grantor, its successors and assigns, to join in the execution of any such oil, gas or other mineral lease, but, nevertheless, the Grantees, their heirs and executors, shall pay to the Grantor, its successors or assigns, one-half (1/2) of any and all bonuses and delay rentals as may be received in connection with any such oil, gas or other mineral lease. In this connection, however, it is understood that the Grantees, their heirs or executors, shall never execute any oil, gas or other mineral lease that provides for less than the usual and customary one-eighth (1/8th) royalty interest without the written consent of the Grantor, its successors or assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said WYLIE HUDMAN and wife, THELMA HUDMAN, their heirs and executors forever; and LUBBOCK CHRISTIAN COLLEGE INVESTMENT

CORPORATION does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said WYLIE HUDMAN and wife, THELMA HUDMAN, their heirs and executors, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WHEREAS, as a part of the consideration for this conveyance, WYLIE HUDMAN and wife, THELMA HUDMAN have executed their Deed of Trust on Tract (b) herein described to secure payment of a Vendor's Lien Note to Jimmie L. Standefer and Dorothy Sue Clendenin originally for \$338,102.00 as more fully set out and described in a Deed of Trust recorded in Volume 454 at Page 453, Deed of Trust Records of Lubbock County, Texas, reference to which is hereby made:

AND, WHEREAS, WYLIE HUDMAN and wife, THELMA HUDMAN desire to further secure payment of a balance of 90% due on said Note by a Vendor's Lien as against Tract (b) above described with the understanding and upon the condition that said property shall be the sole security for the payment of said Note and that there shall be no personal guaranty upon the part of WYLIE HUDMAN and wife, THELMA HUDMAN;

NOW, THEREFORE, it is expressly agreed and stipulated that a Vendor's Lien is here retained against Tract (b) above described until 90% of said Note to Standefer and Clendenin and all interest thereon are fully paid according to its face and tenor, effect and reading, whereupon this Deed shall become absolute as to Tract (b).

WITNESS OUR HANDS at Lubbock, Texas, this 23rd day of November, A. D. 1977.

SEAL

LUBBOCK CHRISTIAN COLLEGE INVESTMENT CORPORATION

ATTEST:

J. M. Lombard, Secretary

By:

Harvie M. Pruitt

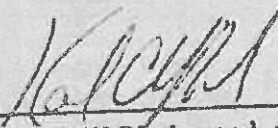
THE STATE OF TEXAS)
 §
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Harvie M. Pruitt known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUBBOCK CHRISTIAN COLLEGE INVESTMENT CORPORATION, and

that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 23rd day of November, A. D. 1977.

SEAL



NOTARY PUBLIC in and for Lubbock
County, Texas.

My Commission expires 7-31-1978

SEAL



GF#68184

Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

SPECIAL WARRANTY DEED

Date: April 14, 2011

Grantor: LUBBOCK CHRISTIAN UNIVERSITY, a Texas non-profit corporation

Grantee: STEPHEN P. BAKER and VICKY L. BAKER

Grantee's Mailing Address:

3926 Baybrook Court
Midland, Midland County, Texas 79707

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 615.83 acre tract of land located in Section 5, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a cotton spindle with washer found at the Northwest corner of Section 5, Block AK, same being the Northwest corner of this tract;

THENCE S 89°54'44" E., along the North line of said Section, a distance of 5293.38 feet to a railroad spike found at the Northeast corner of said Section and the Northeast corner of this tract;

THENCE S. 00°06'02" W., along the East line of said Section, at 40 00 feet pass a mag nail with washer set in the South right-of-way line of F M 1585, continuing for a total distance of 5281.38 feet to a 1" iron pipe found at the Southeast corner of said Section and the Southeast corner of this tract;

THENCE N. 89°57'00" W., along the South line of said Section, a distance of 3592.50 feet to a 3/8" iron rod found at the most Southerly Southwest corner of this tract;

THENCE N. 00°00'18" E. a distance of 660 00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 89°57'00" W , at 1652.07 feet pass a 1/2" iron rod with cap set in the East right-of-way line or F.M. 1730, continuing for a total distance of 1692.07 feet to a mag nail with washer set for the most Westerly Southwest corner of this tract;

*Mult:
Res.
Sep
Eh A*

THENCE N. 00°00'18" E., along the West line of said Section, a distance of 4624.88 feet to the POINT OF BEGINNING.

Reservations from Conveyance: Attached hereto as Exhibit "A" and incorporated herein by reference.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

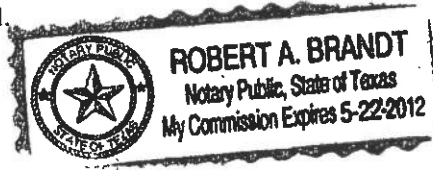
When the context requires, singular nouns and pronouns include the plural.

LUBBOCK CHRISTIAN UNIVERSITY, a Texas non-profit corporation

By: Jerry Harris
JERRY HARRIS, Chairman of the Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 14TH day of April, 2011 by JERRY HARRIS, Chairman of the Board of Trustees of LUBBOCK CHRISTIAN UNIVERSITY, a Texas non-profit corporation, in the capacity therein stated.



Robert A. Brandt
Notary Public, State of Texas

EXHIBIT "A"
RESERVATIONS FROM CONVEYANCE

1. Seller shall reserve unto Seller, its heirs, successors and assigns, all of Seller's present interest in all oil and gas only and no other mineral or water in or on the Property. The term "oil" means crude petroleum oil and other hydrocarbons, regardless of gravity, which are produced through a wellbore in liquid form and the liquid hydrocarbons known as distillate or condensate recovered or extracted from gas, and the term "gas" means natural gas, casinghead gas, helium, all hydrocarbons other than oil which may be produced through a wellbore, and any other substance which may be produced through a wellbore and which maintains a gaseous or rarefied state at ordinary temperature and pressure conditions. Provided; however, the Seller shall have no right of ingress or egress on the surface of the Property for any purpose, including but not limited to exploration for, development, production, and marketing of any oil or gas that is reserved. The only method that the Seller or its heirs, successors, or assigns shall have to explore for, develop, produce, and market oil or gas from the Property is through means of activities, facilities, and equipment that are not located on the surface of the Property. Such activities, facilities, and equipment must be located off the surface of the Property but may pass and/or bottom in, through, and under the Property at depths greater than 1,000' below the surface of the Property. The Seller shall have no right to use potable or nonpotable water from the surface or from depths less than 1,000' below the surface for any such activities. The Buyer, its heirs, successors, and assigns shall have the complete and absolute right to enforce these restrictions by injunction in a court of competent jurisdiction, but in no event will Seller, its heirs, successors or assigns be liable to Buyer, its heirs, successors or assigns in damages (whether actual, consequential, exemplary or otherwise). If this provision, which excludes the Seller, its heirs, successors, and assigns, the right to ingress and egress and use of the surface, is declared to be unenforceable for any reason by a final and non-appealable judgment rendered by a court of competent jurisdiction in a legal action in which Seller is a party, then in such event, effective as of the date on which a certified copy of such final and non-appealable judgment is filed in the Real Property Records of Lubbock County, Texas and as the sole right and remedy of Buyer, its heirs, successors and assigns against Seller, there shall vest in Buyer, its heirs, successors and assigns, an undivided fifty percent (50%) interest in and to the oil and gas that has been reserved by the Seller, and upon request Seller, its successors, legal representatives and assigns will execute such other and further documents as reasonably may be necessary to evidence such ownership in Buyer, its heirs, successors and assigns. Unless and until such certified copy is recorded in the Real Property Records of Lubbock County, Texas, Seller, its successors, legal representatives and assigns shall have the sole and exclusive right and authority, subject to the restrictions contained herein, to execute oil and/or gas leases, geophysical and seismic exploration agreements, and other agreements covering the reserved interests without the joinder of Buyer, its heirs, successors or assigns and to receive all bonus, royalty and other consideration payable under the terms of any such leases and agreements.

2. Seller will reserve unto itself, its heirs, successors and assigns, a non-executive wind rights royalty in and equal to an undivided one-quarter (1/4) of the proceeds or value of any and all royalties, payments in lieu of royalty and other benefits directly or indirectly paid to or accrued to Buyer for, or in anticipation of or in connection with, the generation on the Property of electricity from wind power. If Buyer should elect to generate electricity from wind power for its own account without entering into a lease or other agreement, then, except with respect to any such electricity generated by personally owned wind power upon the Property for domestic or commercial uses on the Property only, the royalty made the basis of this reservation shall be calculated by reference to the highest royalty then agreed to or being paid upon the generation of electricity by wind power in those Texas counties within a 100-mile radius of Lubbock, Texas. Any sums payable under this reservation shall be payable to or for the benefit of Seller in Lubbock County, Texas. This reservation does not include any reasonable sums paid to or received by Buyer in good faith for surface damages to the Property in connection with the generation of electricity by wind power. Nor shall this reservation apply to any electricity generated by personally owned wind power upon the Property for domestic or commercial uses on the Property only. It shall not be necessary for Seller to join in the execution of any wind power lease which may be granted or created by Buyer covering the Property, or any part thereof, and Seller shall not have any right of ingress and egress on the Property with regard to this reservation for any purpose.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk

Lubbock County TEXAS

April 15, 2011 03:16:40 PM

FEE: \$28.00

2011011733



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: February 25, 2015

Grantor:

Stephen P. Baker and wife, Vicky L. Baker
3926 Baybrook Court
Midland, Texas 79707

NON attached

Grantees:

Amanda S. Myers Irrevocable Asset Trust, Amanda S. Meyers, Trustee 38.75%
6310 Lemmon Avenue, Suite 200
Dallas, Texas 75209

Mike A. Myers Investment Holdings, LP, 33.75%
a Texas Limited Partnership
6310 Lemmon Avenue, Suite 200
Dallas, Texas 75209

Caprock Land Holdings, LLC, a Texas Limited Liability Company 20.00%
5931 Meletio Lane
Dallas, Texas 75230

Nancy Turley 7.50%
1006 Newington Circle
Forney, Texas 75126

Consideration:

For cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

A 294.8466 ACRE TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 5, BLOCK AK, ABSTRACT NO. 163, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO STEPHEN AND VICKY BAKER, DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2011011733 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 294.8466 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A "MAG" NAIL WITH WASHER STAMPED "H.R. & ASSOC." FOUND IN THE WEST LINE OF SAID SECTION 5 AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID BAKER TRACT AND THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO 146TH AND SLIDE ROAD, INC., DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2013031676 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT, SAID BEGINNING POINT HAVING COORDINATES OF NORTHING: 7,232,369.68 AND EASTING: 925,034.04, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 5 BEARS S. 01° 42' 45" W. A DISTANCE OF 660.00 FEET, SAID SOUTHWEST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,231,710.15 AND EASTING: 925,014.33, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE N. 01° 42' 45" E., ALONG THE WEST LINE OF SAID SECTION 5 AND SAID BAKER TRACT, A DISTANCE OF 1980.23 FEET TO A RAILROAD SPIKE SET FOR THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 5 AND THE NORTHWEST CORNER OF THIS TRACT, SAID NORTHWEST CORNER HAVING COORDINATES OF NORTHING: 7,234,348.53 AND EASTING: 925,093.22, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID SECTION 5 BEARS N. 01° 42' 45" E. A DISTANCE OF 2640.23 FEET, SAID NORTHWEST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,986.91 AND EASTING: 925,172.11, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE S. 88° 14' 46" E., AT A DISTANCE OF 40.00 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "WSC1" FOUND IN THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1730, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 624, PAGE 564 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING AT A DISTANCE OF 5234.18 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AS A WITNESS MONUMENT, CONTINUING FOR A TOTAL DISTANCE OF 5289.18 FEET TO A 1" IRON PIPE FOUND IN THE EAST LINE OF SAID BAKER TRACT, AT THE NORTHEAST CORNER OF THE SOUTH HALF OF

SAID SECTION 5 FOR THE NORTHEAST CORNER OF THIS TRACT, SAID NORTHEAST CORNER HAVING COORDINATES OF NORTHING: 7,234,186.68 AND EASTING: 930,378.58, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE A "MAG" NAIL WITH WASHER STAMPED "H.R. & ASSOC." FOUND AT THE SAME LOCATION OF A RAILROAD SPIKE DESTROYED BY ROAD CONSTRUCTION AT THE NORTHEAST CORNER OF SAID SECTION 5 BEARS N. 01° 48' 31" E. A DISTANCE OF 2640.81 FEET, SAID NORTHEAST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,825.51 AND EASTING: 930,461.90, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE S. 01° 48' 31" W. A DISTANCE OF 2640.81 FEET TO A 1" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 5 AND THE SOUTHEAST CORNER OF SAID BAKER TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID SOUTHEAST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,231,547.86 AND EASTING: 930,295.26, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AS A WITNESS MONUMENT BEARS N. 43° 12' 56" W. A DISTANCE OF 77.75 FEET;

THENCE N. 88° 14' 23" W., ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 3592.63 FEET TO A 3/8" IRON ROD FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID BAKER TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO HENRY NORMAN, DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2013038659 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 42' 45" E., AT A DISTANCE OF 25.00 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AS A WITNESS MONUMENT, CONTINUING FOR A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "H.R. & ASSOC." FOUND AT THE NORTHEAST CORNER OF SAID NORMAN TRACT, AT AN ELL CORNER OF SAID BAKER TRACT, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 88° 14' 23" W., ALONG THE NORTH LINE OF SAID NORMAN TRACT, A TRACT OF LAND CONVEYED TO TOM CARO DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 1459, PAGE 717 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, AND THE NORTH LINE OF SAID 146TH AND SLIDE ROAD, INC. TRACT, AT A DISTANCE OF 1652.13 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "H.R. & ASSOC." FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY 1730, CONTINUING FOR A TOTAL DISTANCE OF 1692.13 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83. CONVERGENCE = -01° 52' 01" TO TRUE NORTH BEARINGS. DISTANCES ARE ACTUAL SURFACE DISTANCES.

Reservations from Conveyance:

All oil, gas and other minerals as previously reserved and recorded in prior instruments.

Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantees subject to the items set forth on Exhibit "A" attached hereto.

Taxes for 2015 and subsequent assessments for prior years due to change in land usage, ownership or both, are expressly assumed by Grantees.

The Grantor excepts from this conveyance and reserve to themselves, their successors and assigns, all oil, gas and other minerals in, on and under and that may be produced from said land and currently held in the name of Grantor, provided that the Grantor shall have no right of ingress or egress nor right to conduct any drilling, mining or other exploratory operations, production or recovery operations upon the land conveyed hereby; however, the Grantor, their successors and assigns shall be entitled to conduct slant hole drilling, mining and other exploratory operations for oil, gas and other minerals, as well as production and recovery operations thereof, so long as the same does not involve the surface of the tract hereby conveyed.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantees the undivided interest in the Property set out beside each Grantee named herein above together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantees, Grantees' heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

This document may be executed in several counterparts, each of which will be considered an original for conveyance purposes.



Stephen P. Baker



Vicky L. Baker

Acknowledgment

STATE OF TEXAS
COUNTY OF Lubbock

This instrument was acknowledged before me on the 25th day of February, 2015,
by Stephen P. Baker and Vicky L. Baker.


NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS



Kelly Pinson, County Clerk
Lubbock County TEXAS

March 02, 2015 02 49 49 PM

FEE \$42 25

2015006349

City of Lubbock
Office Pickup

DEDICATION DEED
LOTS 1 -93 and Tracts "A" through "I" STRATFORD POINTE

STRATFORD POINTE INC.,
AN ADDITION TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS

This is to certify that STRATFORD POINTE INC., A Texas corporation, whose address and chief place of business is 6310 Lemmon Avenue, Suite 200, Dallas, Texas 75209, hereinafter called the "Dedicator," is the sole owner of that certain tract of land in Lubbock County, Texas described in the attached Exhibit "A" hereinafter referred to as the "legal description" adopt the Plat attached here to as Exhibit "B" which will be filed of record in the Official Public Records of Lubbock County, Texas as a plan for subdividing the same, said subdivision to be known as:

Lots One through 93 (1-93) and Tracts "A" through "I", Stratford Pointe, an addition to the City of Lubbock, Lubbock County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of its property Dedicator hereby PLATS said land into lots, streets and alleys as shown on Exhibit "B" attached hereto and DEDICATES TO THE USE OF THE PUBLIC the streets and alleys shown on the attached plat. Dedicator further DEDICATES and rededicates the EASEMENTS AS SPECIFIED on attached plat under "Notes" and hereby provides that the provisions of such "Notes" shall be applicable to and run with the title to those lots on which such easements are located or to which they abut; ; and by these presents does impress the name, Lots One through 93 (1-93), Stratford Pointe of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, on said property for the correct reference and description the undersigned does hereby adopt the name hereinabove stated and impress the same on the land, incorporating the attached plat as part of this dedication deed.

EXECUTED as of the 22nd day of September, 2017.

Stratford Pointe Inc.,
a Texas corporation,

By: [Signature]
R. J. Pipes - President

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared R. J. Pipes known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of the purposes and consideration herein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this the 22nd day of September, 2017.



[Signature]
NOTARY PUBLIC OF TEXAS

[Needs an acceptance for the lienholder, like so...]

STATE OF TEXAS §
COUNTY OF DALLAS §

That Quaker / 146 Investment Holdings L.P. duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said Quaker / 146 Investment Holdings LP has caused these presents to be signed by its duly authorized officer at Dallas, Dallas County, Texas, on September 22, 2017.

Quaker / 146 Investment Holdings LP

By: Quaker / 146 Investment Management LLC
Its General Partner

By: Nancy Turley

Printed Name: Nancy Turley

Title: Manager

This instrument was acknowledged before me on September 22, 2017, by Nancy Turley, as Manager of Quaker / 146 Investment Management LLC, General Partner of Quaker / 146 Investment Holdings LP, in the capacity therein stated.



Carol Lynch
Notary Public, State of Texas

EXHIBIT "A"

Metes and Bounds Description on a 31.225 Acre (1,360,147 sq. ft.) tract of land out of Section 5, Block AK, Lubbock County, and being more particularly described as follows;

Beginning at a point for the Southeast corner of that tract described in County Clerk File Number 2011011733, Official Public Records of Lubbock County, Texas, for the Northeast corner of the Southeast Quarter of Section 5, Block AK and for the Northeast and beginning corner of this tract;

Thence S01°48'31"W, a distance of 67.50 feet to a 1/2' iron rod with cap, set for a corner of this tract;

Thence N88°14'46"W, a distance of 55.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°13'08"W, a distance of 42.41 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°14'46"W, a distance of 70.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N86°08'46"W, a distance of 140.10 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S47°49'52"W, a distance of 13.89 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S01°48'31"W, a distance of 387.32 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S88°11'29"E, a distance of 245.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N46°48'31"E, a distance of 7.07 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S88°11'29"E, a distance of 55.00 feet to a point for a corner of this tract;

Thence S01°48'31"W, a distance of 111.00 feet to a point for a corner of this tract;

Thence N88°11'29"W, a distance of 55.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 7.07 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°11'29"W, a distance of 245.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S01°48'31"W, a distance of 513.00 feet to a 1/2" iron rod with cap, set for the Southeast corner of this tract;

Thence N88°11'29"W, a distance of 145.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 12.90 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°11'29"W, a distance of 52.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°11'29"W, a distance of 572.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S46°48'31"W, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°11'29"W, a distance of 52.00 feet to a 1/2" iron rod with cap, set for the most Southerly Southwest corner of this tract;

Thence N43°11'29"W, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 20.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N46°48'31"E, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 100.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 21.21 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 52.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N46°48'31"E, a distance of 21.21 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 100.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°11'29"W, a distance of 572.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence S46°48'31"W, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N88°11'29"W, a distance of 52.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 14.14 feet to a 1/2" iron rod with cap, set for the most Westerly Southwest corner of this tract;

Thence N01°48'31"E, a distance of 20.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N46°48'31"E, a distance of 14.14 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 100.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 21.21 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 33.00 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N46°48'31"E, a distance of 21.21 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 40.52 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N49°47'28"W, a distance of 18.63 feet to an "x" chiseled in concrete, set for a corner of this tract;

Thence N01°48'31"E, a distance of 33.96 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N40°34'15"E, a distance of 23.33 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 352.75 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N43°11'29"W, a distance of 21.21 feet to a 1/2" iron rod with cap, set for a corner of this tract;

Thence N01°48'31"E, a distance of 32.00 feet to a 1/2" iron rod with cap, set in the South line of said tract described in County Clerk File Number 2011011733 for the Northwest corner of this tract;

Thence S88°14'46"E, along the South line of said tract described in County Clerk File Number 2011011733, a distance of 1805.00 feet to the Point of Beginning.

Containing 31.225 Acre (1,360,147 sq. ft.) more or less

Issue Date : 9/1/2017

TAX CERTIFICATE

Lubbock Central Appraisal District

2109 Ave Q
PO Box 10568
Lubbock, TX 79408-3568
Ph: 806-762-5000 x6 Fax:

This certificate includes tax years up to 2016

Entities to which this certificate applies:

HSP - Lubbock County Hospital
WHP - Hi Plains Water

GLB - Lubbock County
SCP - Lubbock Cooper ISD

Property Information

Property ID : AC12005-90163-10000-000
Quick-Ref.ID.: R326832

Value Information

14002 QUAKER AVE LUBBOCK, TX 79424	Land HS :	\$0.00
	Land NHS :	\$0.00
	Imp HS :	\$0.00
	Imp NHS :	\$0.00
BLK AK SEC 5 AB 163 S (293.038 AC) OF S/PT AC: 293.038	Ag Mkt :	\$2,344,304.00
	Ag Use :	\$38,183.00
	Tim Mkt :	\$0.00
	Tim Use :	\$0.00
	HS Cap Adj :	\$0.00
	Assessed :	\$38,183.00

Owner Information

Owner ID : O0244967

QUAKER / 146 INVESTMENT
HOLDINGS LP
6310 LEMMON AVE STE 200
DALLAS, TX 75209

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
GLB	2016	136.75	0.00	0.00	0.00	0.00
HSP	2016	42.79	0.00	0.00	0.00	0.00
SCP	2016	588.02	0.00	0.00	0.00	0.00
WHP	2016	2.86	0.00	0.00	0.00	0.00

Total for current bills if paid by 9/30/2017 : \$0.00
Total due on all bills 9/30/2017 : \$0.00
 2016 taxes paid for entity GLB \$136.75
 2016 taxes paid for entity HSP \$42.79
 2016 taxes paid for entity SCP \$588.02
 2016 taxes paid for entity WHP \$2.86
2016 Total Taxes Paid : \$770.42
Date of Last Payment : 01/12/17

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.

Adriana Herrera
Signature of Authorized Officer of the Tax Office



Date of Issue : 09/01/2017
Requestor : TITLE ONE
Ref. Number :
Fee Paid :
Payer :

LUBBOCK CENTRAL APPRAISAL DISTRICT



September 25, 2017

To Whom it May Concern:

The property taxes for the current year, 2017, have not been calculated for any taxing jurisdictions located in Lubbock County at this time.

Sincerely,

A handwritten signature in black ink that reads "Cindy Lowey". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Cindy Lowey, CPA
Assistant Chief Administrator



September 27, 2017

File No. 2005.00

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 **Stratford Pointe Lots 1-93 and Tracts A-I** was prepared by **Charles Lynn Sawyer of AMD Engineering** on September 12th, 2017, was approved by the Planning and Zoning Commission on **November 5th, 2015**.

Sincerely,

 FOR ANDREW PAXTON

Andrew Paxton
Director of Planning

Acreage of recorded plat: **31.225**

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
09/27/2017 03:02 PM
FEE: \$109.00
2017035118

✓ Title One
Counter Filing



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
STRATFORD POINTE HOMEOWNERS ASSOCIATION**

This First Amended Declaration ("Amendment") is made by Stratford Pointe, Inc., a Texas corporation ("Declarant"). Stratford Pointe Homeowners Association, Inc. is hereinafter referred to as the "Association".

WHEREAS, a certain instrument entitled Declaration of Covenants, Conditions, Restrictions and Easements for Stratford Pointe Homeowners Association ("Original Declaration") was executed by Declarant and recorded as Document No. 2017035686, in the Official Public Records of Lubbock County, Texas; and

WHEREAS, Section 6.05(a) of the Declaration provides for certain requirements related to the size of improvements; and

WHEREAS, Declarant desires to amend Section 6.05(a) to reduce the minimum size of dwelling constructed on certain lots.

NOW THEREFORE, the undersigned Declarant pursuant to and in accordance with the provisions of the Declaration, amends the Declaration as follows:

Paragraph 6.05(a) of the Declaration is hereby deleted in its entirety and is replaced with the following: "(a) Each dwelling constructed on any Standard Lot shall contain a minimum of two thousand two hundred (2,200) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways."

This Amendment shall be effective upon the recordation of this Amendment in the office of the County Clerk of Lubbock County, Texas.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date written below.

[The remainder of this page intentionally left blank.]

EXECUTED this 22ND day of FEBRUARY, 2018.

DECLARANT:

STRATFORD POINTE, INC.
a Texas corporation

By: Nancy Turley
NANCY TURLEY
Its: SEC/TREAS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 22ND day of FEBRUARY 2018, by NANCY TURLEY, SEC/TREAS of Stratford Pointe, Inc., a Texas corporation, on behalf of said corporation in his capacity as an officer of Stratford Pointe, Inc.

Carol Lynch
Notary Public, State of Texas
Carol Lynch
Printed Name
My Commission Expires: 12/29/19



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
02/26/2018 02:31 PM
FEE: \$30.00
2018006576

FIRST AMENDMENT TO DECLARATION

N:\Docs\ActiveClients\Stratford Pointe HOA\Declaration\First Amendment to Declaration (2-21-18)

Title One
County



**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
STRATFORD POINTE HOMEOWNERS ASSOCIATION**

This Second Amended Declaration ("Amendment") is made by Stratford Pointe, Inc., a Texas corporation ("Declarant"). Stratford Pointe Homeowners Association, Inc. is hereinafter referred to as the "Association".

WHEREAS, a certain instrument entitled Declaration of Covenants, Conditions, Restrictions and Easements for Stratford Pointe Homeowners Association ("Original Declaration") was executed by Declarant and recorded as Document No. 2017035686, in the Official Public Records of Lubbock County, Texas; and amended as Document No. 2018006576, recorded in the Official Public Records of Lubbock County, Texas

WHEREAS, Section 6.06 of the Declaration provides for certain requirements related to Building Materials; and

WHEREAS, Declarant desires to amend Section 6.06 to change the Building Materials allowed:

NOW THEREFORE, the undersigned Declarant pursuant to and in accordance with the provisions of the Declaration, amends the Declaration as follows:

Paragraph 6.06 of the Declaration is hereby deleted in its entirety and is replaced with the following: "The exterior walls of each building constructed or placed on a Lot shall be entirely of brick, brick veneer, stone, stone veneer, stucco, wood or other material that is approved by the City and approved in writing by the Architectural Control Committee. All soffits and fascia must be constructed from wood or hardy plank (no vinyl soffits or fascia will be permitted). No pressboard, metal siding, corrugated or galvanized siding (or any imitation material thereof) shall be allowed. No brick, stone or other material used on the exterior of any building, outside wall, fence, walkway or other improvement or structure on any Lot shall be stained or painted without the prior written approval of the Architectural Control Committee. All chimneys shall be constructed of brick, stone or other material approved in writing by the Architectural Control Committee (in no event will a box with metal siding be allowed)"

This Amendment shall be effective upon the recordation of this Amendment in the office of the County Clerk of Lubbock County, Texas.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date written below.

EXECUTED this 1st day of APRIL, 2019.

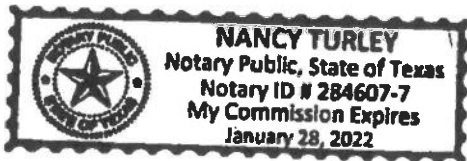
DECLARANT:

STRATFORD POINTE, INC.
a Texas corporation

By: *[Signature]*
R. J. PIPES
Its: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 1st day of APRIL 2019, by R. J. PIPES, PRESIDENT of Stratford Pointe, Inc., a Texas corporation, on behalf of said corporation in his capacity as an officer of Stratford Pointe, Inc.



Nancy Turley
Notary Public, State of Texas
NANCY TURLEY
Printed Name
My Commission Expires: 01-28-2022

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
04/09/2019 03:03 PM
FEE: \$30.00
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