

7.00  
5.00  
1.00 ck  
5.00

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

THE STATE OF TEXAS           §  
  §       **36237**  
  §  
COUNTY OF LUBBOCK         §

This First Amendment of Declaration of Covenants, Conditions and Restrictions (the "First Amendment") is made this 15th day of July, 2003, by The Oaks of Lubbock Development I, Ltd., a Texas limited partnership (the "Declarant").

**Background to this First Amendment.**

A. By an instrument dated March 14, 2003, recorded in Volume 8214, Page 288 of the Real Property Records of Lubbock County, Texas (herein called the "Declaration"), Declarant did impose certain covenants, conditions and restrictions (herein called the "Declaration") against the following described property:

Lots 1 through 74, Saddle Club Ranch Estates, a Subdivision in Section 22, Block E, W.T.R.R. Co. Survey, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 8114, Page 135 of the Real Property Records of Lubbock County, Texas (the "Property").

B. In the Declaration, the "Declarant" is The Oaks of Lubbock Development I, Ltd. (who is also the "Declarant" in this First Amendment).

C. Article VI, Section 2(b) of the Declaration provides in pertinent part, as follows:

During the Development Period, and for so long as Declarant remains the Owner of a majority of the Lots, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument in writing duly executed, acknowledged and filed of record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or for adding or deleting any restriction, term or provision of this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner.

D. Certain inadvertent misstatements and omissions, as described below, were made in regard to the Declaration, and Declarant desires, in this First Amendment, to correct the misstatements and omissions.

E. Declarant owns, on the date of this First Amendment, all Lots comprising the Property, except Lots 35, 38, and 40; and as such, Declarant owns the majority of the Lots.

**Amendment of Declaration of Covenants,  
Conditions and Restrictions**

NOW, THEREFORE, because the Declaration contains certain inadvertent misstatements and omissions, the Declarant, in order to correct the misstatements and omissions, does hereby amend said Declaration as follows:

1. Correction of Minimum Floor Space Requirements. Article III, Section 2 of the Declaration contains errors in regard to the minimum floor space required for each Dwelling Unit; and as such, Article III, Section 2 to the Declaration is deleted in its entirety, and the following is substituted in place of the deleted provision:

Section 2. Minimum Floor Space. Each one (1) story dwelling and each one-and-one half (1.5) and two (2) story dwelling constructed on any Lot shall contain such minimum square feet of air-conditioned floor area (exclusive of all porches, garages, or breezeways attached to the main dwelling) as may be specified by the ARC for the first and/or second stories and/or the total; however, in no event shall the ground floor of any Dwelling Unit have less than 2,000 square feet of air conditioned floor area. The "ground floor" as used in this Declaration, shall mean the ground-level floor of the Dwelling Unit and shall not include a basement, second or upper floor, porch or garage. No structure will be in excess of two (2) stories (however, a Dwelling Unit may have a basement, a ground floor and a second floor).

2. Defined Terms. Terms and words which are defined in the Declaration, except as herein modified, shall have the same meaning when used in this First Amendment.

3. Joinder of Lender. American State Bank, holder of a lien of record against the Property owned by Declarant, joins in this First Amendment for the purpose of showing its assent to the amendment of the original Declaration, as set out herein, and does hereby agree to the original Declaration, as modified herein, and agrees to be bound thereby.

4. Effect of Amendment. Except as specifically set forth in this First Amendment, the Declaration and First Amendment as previously recorded shall remain valid and unaffected, and shall remain in full force and effect.

EXECUTED to be effective as the date first set forth above.

DECLARANT:

THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership

BY: THE OAKS OF LUBBOCK DEVELOPMENT, INC., General Partner

By: [Signature]  
Kevin Glasheen, President

AMERICAN STATE BANK

By: [Signature]  
Gene Maxwell, Vice President

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared KEVIN T. GLASHEEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of THE OAKS OF LUBBOCK DEVELOPMENT, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on July 15, 2003.

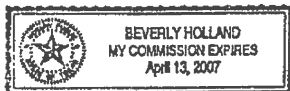


SEAL

[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

This instrument was acknowledged before me on July 28, 2003, by GENE MAXWELL, Vice President of AMERICAN STATE BANK, a state banking association, on behalf of said association.



SEAL

[Signature]  
Notary Public, State of Texas

FILED FOR RECORD  
2003 JUL 31 PM 2:45

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Lubbock County, Texas as stamped hereon by me

JUL 31 2003



[Signature]  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

COUNTY CLERK OF LUBBOCK COUNTY, TEXAS

✓ Sharp

Return to Scott W. Sharp, Timberlake, Weaver & Sharp, 1408-A Buddy Holly Ave., Lubbock, TX 79401



DECLAR 2006026090  
5 PGS

**SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF LUBBOCK         §

This Second Amendment of Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") is made this 19<sup>th</sup> day of June, 2006, by The Oaks of Lubbock Development I, Ltd., a Texas limited partnership (the "Declarant").

**Background to this Second Amendment.**

A. By an instrument dated March 14, 2003, recorded in Volume 8214, Page 288 of the Official Public Records of Lubbock County, Texas (herein called the "Declaration"), Declarant did impose certain covenants, conditions and restrictions against the following described property:

Lots 1 through 74, Saddle Club Ranch Estates, a Subdivision in Section 22, Block E, W.T.R.R. Co. Survey, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 8114, Page 135 of the Official Public Records of Lubbock County, Texas (the "Property").

B. In the Declaration, the "Declarant" is The Oaks of Lubbock Development I, Ltd. (who is also the "Declarant" in this Second Amendment).

C. By instrument dated July 15, 2003, recorded in Volume 8542, Page 56 of the Official Public Records of Lubbock County, Texas (herein called the "First Amendment"), Declarant did amend the Declaration as therein provided.

D. Article VI, Section 2(b) of the Declaration provides in pertinent part, as follows:

During the Development Period, and for so long as Declarant remains the Owner of a majority of the Lots, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument in writing duly executed, acknowledged and filed of record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or for adding or deleting any restriction, term or provision of this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner.

E. Declarant desires to amend Article III, Section 5(c) and Article IV, Section 2(b) of the Declaration as herein provided, said amendments being consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and with said amendments not impairing or materially adversely affecting the vested property or other rights of any Owner.

F. Declarant owns, on the date of this Second Amendment, all Lots comprising the Property, except Lots 3, 8, 9, 11, 21, 24, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, 46, 48, 58, 62, 63, and 64; and as such, Declarant owns the majority of the 74 Lots.

**Amendment of Declaration of Covenants,  
Conditions and Restrictions**

NOW, THEREFORE, because the Declarant desires to amend the Declaration as herein provided in furtherance of the general plan and scheme of development as evidenced by the Declaration, Declarant does hereby amend said Declaration as follows:

1. Deletion of Article III, Section 5(c) Related to Fence Construction. Article III, Section 5(c) of the Declaration is deleted in its entirety, for the reason that Declarant shall construct the fence referenced in said paragraph. However, as provided below, all maintenance, repair, and replacment of said fence will be the sole responsibility and expense of each Owner.

2. Modification of Article IV, Section 2(b) Related to Fence Construction. Article IV, Section 2(b) of the Declaration is deleted, and the following is substituted in its place:

(b) Fence Construction. The Declarant shall construct, at Declarant's expense, a fence along the interior boundary of the Horse Riding Easement Tract which exists on the Owner's Lot (the "Horse Riding Easement Tract" being further described in Article IV, Section 2 of the Declaration, and as shown on Exhibit "C" to the Declaration). The fence constructed by Declarant shall contain one gate allowing access from the Owner's Lot to the Horse Riding Easement Tract. Although the fence to be constructed along the interior boundary of the Horse Riding Easement Tract is being constructed by Declarant, the Owner will be solely responsible for maintaining, repairing, and replacing said fence and gates, at Owner's sole cost and expense, and Declarant will have no obligation or duty to maintain, repair or replace said fence or gate.

3. Defined Terms. Terms and words which are defined in the Declaration, except as herein modified, shall have the same meaning when used in this Second Amendment.

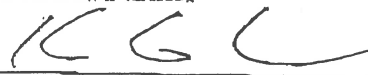
4. Joinder of Lender. American State Bank and Lubbock Saddle Club Investments, Ltd., holders of liens of record against the Property owned by Declarant, join in this Second Amendment for the purpose of showing their assent to the amendment of the original Declaration and First Amendment, as set out herein, and do hereby agree to the original Declaration and First Amendment, as modified herein, and agree to be bound thereby.

5. Effect of Amendment. Except as specifically set forth in this Second Amendment, the Declaration and First Amendment as previously recorded shall remain valid and unaffected, and shall remain in full force and effect.

EXECUTED to be effective as the date first set forth above.

**DECLARANT:**


THE OAKS OF LUBBOCK DEVELOPMENT I,  
LTD., a Texas limited partnership  
BY: THE OAKS OF LUBBOCK DEVELOPMENT,  
INC., General Partner

By:   
Kevin Glasheen, President

AMERICAN STATE BANK

By:   
Gene Maxwell, Vice President

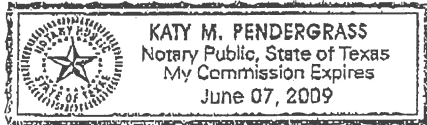
LUBBOCK SADDLE CLUB INVESTMENTS,  
LTD., a Texas limited partnership  
BY: LUBBOCK SADDLE CLUB, INC., General  
Partner

By:   
Kevin Glasheen, President

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared KEVIN T. GLASHEEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of THE OAKS OF LUBBOCK DEVELOPMENT, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership.

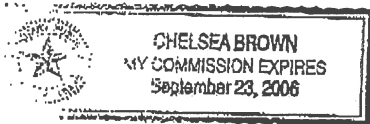
GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 19, 2006.



Katy M. Pendergrass  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

This instrument was acknowledged before me on June 19, 2006, by GENE MAXWELL, Vice President of AMERICAN STATE BANK, a state banking association, on behalf of said association.

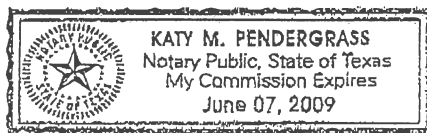


Chelsea Brown  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared Kevin Glasheen, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Kevin Glasheen executed the instrument as the act of LUBBOCK SADDLE CLUB, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of LUBBOCK SADDLE CLUB INVESTMENTS, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 19, 2006.



Katy M. Pendergrass  
Notary Public, State of Texas

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Doris Ruff*

Doris Ruff, County Clerk  
Lubbock County TEXAS

June 23, 2006 12:31:24

FEE: \$23.00

2006026090





AMEND 2007033372

5 PGS

**REFILED CORRECTED SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**



AMEND  
5 PGS  
2007034382

THE STATE OF TEXAS           §  
  §  
COUNTY OF LUBBOCK       §

This Corrected Second Amendment of Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") is made this 19<sup>th</sup> day of June, 2006, by The Oaks of Lubbock Development I, Ltd., a Texas limited partnership (the "Declarant").

**Background to this Second Amendment.**

A. By an instrument dated March 14, 2003, recorded in Volume 8214, Page 288 of the Official Public Records of Lubbock County, Texas (herein called the "Declaration"), Declarant did impose certain covenants, conditions and restrictions against the following described property:

Lots 1 through 74, Saddle Club Ranch Estates, a Subdivision in Section 22, Block E, W.T.R.R. Co. Survey, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 8114, Page 135 of the Official Public Records of Lubbock County, Texas (the "Property").

B. In the Declaration, the "Declarant" is The Oaks of Lubbock Development I, Ltd. (who is also the "Declarant" in this Second Amendment).

C. By instrument dated July 15, 2003, recorded in Volume 8542, Page 56 of the Official Public Records of Lubbock County, Texas (herein called the "First Amendment"), Declarant did amend the Declaration as therein provided.

D. Article VI, Section 2(b) of the Declaration provides in pertinent part, as follows:

During the Development Period, and for so long as Declarant remains the Owner of a majority of the Lots, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument in writing duly executed, acknowledged and filed of record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or for adding or deleting any restriction, term or provision of this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner.

E. Declarant desires to amend Article III, Section 5(c) and Article IV, Section 2(b) of the Declaration as herein provided, said amendments being consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and with said amendments not impairing or materially adversely affecting the vested property or other rights of any Owner.

F. Declarant owns, on the date of this Second Amendment, all Lots comprising the Property, except Lots 3, 8, 9, 11, 21, 24, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, 46, 48, 58, 62, 63, and 64; and as such, Declarant owns the majority of the 74 Lots.

**Amendment of Declaration of Covenants,  
Conditions and Restrictions**

NOW, THEREFORE, because the Declarant desires to amend the Declaration as herein provided in furtherance of the general plan and scheme of development as evidenced by the Declaration, Declarant does hereby amend said Declaration as follows:

1. Deletion of Article III, Section 5(c) Related to Fence Construction. Article III, Section 5(c) of the Declaration is deleted in its entirety as to the Lots which Declarant owns on the effective date of this Second Amendment (June 19, 2006), for the reason that Declarant shall construct the fence referenced in said paragraph on all Lots which Declarant owns as of the date of this Second Amendment. However, as provided below, all maintenance, repair, and replacement of said fence will be the sole responsibility and expense of each Owner. On those Lots which are not owned by Declarant, as stated above in paragraph "F" to the "Background to this Second Amendment," Article III, Section 5(c) of the Declaration shall remain in force and effect and is not deleted.

2. Modification of Article IV, Section 2(b) Related to Fence Construction. As to all Lots owned by Declarant as of the date of this Second Amendment, Article IV, Section 2(b) of the Declaration is deleted, and the following is substituted in its place:

- (b) Fence Construction. On all Lots owned on the date of this Second Amendment by Declarant (being all Lots except those stated above in paragraph "F" of the "Background to this Second Amendment"), the Declarant shall construct, at Declarant's expense, a fence along the interior boundary of the Horse Riding Easement Tract which exists on the Owner's Lot (the "Horse Riding Easement Tract" being further described in Article IV, Section 2 of the Declaration, and as shown on Exhibit "C" to the Declaration). The fence constructed by Declarant shall contain one gate allowing access from the Owner's Lot to the Horse Riding Easement Tract. Although the fence to be constructed along the interior boundary of the Horse Riding Easement Tract is being constructed by Declarant, the Owner will be solely responsible for maintaining, repairing, and replacing said fence and

gates, at Owner's sole cost and expense, and Declarant will have no obligation or duty to maintain, repair or replace said fence or gate.

As to all Lots described above in paragraph "F" of the "Background to this Second Amendment," Article IV, Section 2(b) of the Declaration is not deleted, but shall remain in force and effect, so that the modification made herein relates only to the Lots owned by Declarant on June 19, 2006.

3. Defined Terms. Terms and words which are defined in the Declaration, except as herein modified, shall have the same meaning when used in this Second Amendment.

4. Joinder of Lender. American State Bank and Lubbock Saddle Club Investments, Ltd., holders of liens of record against the Property owned by Declarant, join in this Second Amendment for the purpose of showing their assent to the amendment of the original Declaration and First Amendment, as set out herein, and do hereby agree to the original Declaration and First Amendment, as modified herein, and agree to be bound thereby.

5. Effect of Amendment. Except as specifically set forth in this Second Amendment, the Declaration and First Amendment as previously recorded shall remain valid and unaffected, and shall remain in full force and effect.

6. Correction. This Corrected Second Amendment of the Declaration is made in place of and as a clarification of the Second Amendment of the Declaration executed by the Declarant herein, dated June 19, 2006, recorded as Document No. 2006026090 in the Official Public Records of Lubbock County, Texas, wherein it was the intention of Declarant that the deletions and modifications therein contained apply only to the Lots then owned by Declarant, and not to the Lots sold prior to June 19, 2006. This instrument is made by Declarant in order to clarify the Second Amendment, and to more clearly state the intention of Declarant that the deletions and modifications contained in the Second Amendment apply only to the Lots owned by Declarant on June 19, 2006, and not to the Lots sold prior to June 19, 2006, and in all other respects this instrument confirms the Second Amendment. This Corrected Second Amendment to the Declaration shall be effective from June 19, 2006, the date on which the former Second Amendment was effective.

EXECUTED to be effective as the date first set forth above.

\* This document is being refiled to correct the date stated in line 9 of paragraph 6, which should be June 19, 2006.

**DECLARANT:**

THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership

BY: THE OAKS OF LUBBOCK DEVELOPMENT, INC., General Partner

By:   
Kevin Glasheen, President

AMERICAN STATE BANK

By: *[Signature]*  
Its: Vice President

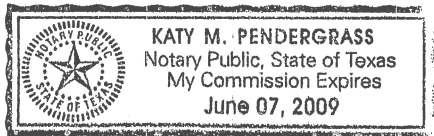
LUBBOCK SADDLE CLUB INVESTMENTS,  
LTD., a Texas limited partnership  
BY: LUBBOCK SADDLE CLUB, INC., General  
Partner

By: *[Signature]*  
Kevin Glasheen, President

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared KEVIN T. GLASHEEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of THE OAKS OF LUBBOCK DEVELOPMENT, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on August 8, 2007.



*Katy M. Pendergrass*  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

This instrument was acknowledged before me on August 10<sup>th</sup>, 2007, by Ricard Cook, Vice President, of AMERICAN STATE BANK, a state banking association, on behalf of said association.

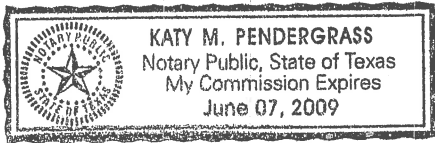


Diana Olivarez  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared Kevin Glasheen, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Kevin Glasheen executed the instrument as the act of LUBBOCK SADDLE CLUB, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of LUBBOCK SADDLE CLUB INVESTMENTS, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on August 8, 2007.



Katy M. Pendergrass  
Notary Public, State of Texas

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk  
Lubbock County TEXAS

August 15, 2007 11:08:32 AM

FEE: \$27.00

2007033372

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk  
Lubbock County TEXAS

August 21, 2007 01:39:03 PM

FEE: \$27.00

2007034382



NOTICE 2008023813

3 PGS

**RESIGNATION AND NOTICE OF TERMINATION  
OF RIGHT TO APPOINT AND REMOVE MEMBERS  
OF THE ARCHITECTURAL REVIEW COMMITTEE**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This RESIGNATION AND NOTICE OF TERMINATION OF RIGHT TO APPOINT AND REMOVE MEMBERS OF THE ARCHITECTURAL REVIEW COMMITTEE (the "Resignation and Termination Notice") is made this 20<sup>th</sup> day of June, 2008, by THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership (the "Declarant").

**I.**

**Background to this Resignation and Termination Notice**

A. Declarant executed on March 14, 2003, that certain Declaration of Covenants, Conditions and Restrictions on and for Saddle Club Ranch Estates, Lubbock County, Texas, recorded in Volume 8214, Page 288 of the Official Public Records of Lubbock County, Texas, said Declaration of Covenants, Conditions and Restrictions affecting the following described property:

Lots 1 through 74, SADDLE CLUB RANCH ESTATES, a Subdivision in Section 22, Block E, W T.R.R. Co. Survey, Lubbock County, Texas (the "Property").

The Declaration of Covenants, Conditions and Restrictions for the Saddle Club Ranch Estates has been amended by documents recorded in Volume 8542, Page 56 and Clerk's Document No. 2006026090, corrected in Clerk's Document No. 2007033372, refiled as Clerk's Document No. 2007034382 of the Official Public Records of Lubbock County, Texas. The Declaration of Covenants, Conditions and Restrictions and all amendments thereto are herein referred to as the "Covenants, Conditions and Restrictions".

B In accordance with Article V of the Covenants, Conditions and Restrictions, Declarant is serving as the Architectural Review Committee ("ARC"). Article V, Section 1 of the Covenants, Conditions and Restrictions provides as follows:

Declarant shall have the right and power to appoint and remove any or all of the members of the ARC and to fill any vacancy thereon; provided, however, that Declarant may terminate such right by written notice to such effect recorded in the Lubbock County Clerk's office in Lubbock, Texas. In the event Declarant elects to terminate its right to appoint and remove the members of the ARC and to fill any vacancy thereon, such rights thereafter shall be exercised by the then-serving members of the ARC, acting by majority vote. If at any time there should be no then-serving members of the ARC, the then-current owners of the Lots within the Subdivision shall appoint three members to the ARC and the members so appointed thereafter shall exercise all rights, powers and authority granted to the ARC herein.

C. The Development Period (as "Development Period" is defined in Article I of the Covenants, Conditions and Restrictions) has expired for the reason that more than one-half of the Lots comprising the Property have been sold. In accordance with Article V of the Covenants, Conditions and Restrictions, Declarant desires to resign as the member of the ARC, and further desires to terminate its right to appoint and remove the members of the ARC and to fill any vacancy thereon.

## II.

### Notice of Resignation and Termination of Rights Related to ARC

NOW, THEREFORE, because Declarant elects to resign as a member of the ARC, and elects to terminate its rights and powers related to the ARC, Declarant does hereby give notice as follows:

1. Notice of Resignation from ARC. Declarant hereby gives notice of its resignation as a member of the Architectural Review Committee related to the Property.

2. Notice of Termination of Rights Related to ARC. In accordance with Article V of the Covenants, Conditions and Restrictions related to the Property, Declarant does hereby give notice that it terminates its right and power under the Covenants, Conditions and Restrictions to appoint and remove any or all of the members of the ARC and to fill any vacancy thereon; and, Declarant is executing this notice and causing it to be filed in the Official Public Records of Lubbock County, Texas to give notice of the termination of said rights and powers.

3. Rights of Owners of Lots Within the Subdivision. As a result of Declarant's resignation as a member of the ARC and its termination of its right and power to appoint and remove any or all members of the ARC, the Owners of the Lots within the Subdivision are authorized under Article V, Section 1 of the Covenants, Conditions and Restrictions to appoint three members to the ARC and the members so appointed thereafter shall exercise all rights, powers and authority granted to the ARC in the Covenants, Conditions and Restrictions. The Owners of each Lot are entitled to one vote per Lot as further described in the Covenants, Conditions and Restrictions.

4. Effect of Notice. All of the notices given by Declarant in this instrument are effective as of the date stated in the introductory paragraph.

#### DECLARANT:

THE OAKS OF LUBBOCK DEVELOPMENT I, LTD.,  
a Texas limited partnership  
BY: The Oaks of Lubbock Development, Inc., General  
Partner

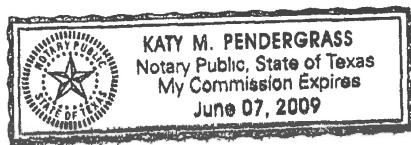
By: \_\_\_\_\_

  
Kevin T. Glasheen, President

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared KEVIN T GLASHEEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of THE OAKS OF LUBBOCK DEVELOPMENT, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 20<sup>th</sup>, 2008.



Katy M. Pendergrass  
Notary Public, State of Texas

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk  
Lubbock County TEXAS

June 20, 2008 04:11:39 PM

FEE: \$24.00

2008023813



5362  
147

THE STATE OF TEXAS §  
COUNTY OF LUBBOCK §

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that I, HAROLD O. HARRIGER, Independent Executor of the Estate of Clarence P. Brazill, Jr., Deceased, and Trustee of all trusts created under the Will of Clarence P. Brazill, Jr., Deceased, of Lubbock County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to me in hand paid by HAROLD FLOURNOY, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto the said HAROLD FLOURNOY of Lubbock County, Texas, whose mailing address is Route 4, Box 630, Lubbock, Texas 79424, all that certain lot, tract, or parcel of land described as follows:

AN UNDIVIDED ONE-FOURTH (1/4th) INTEREST in and to the North Half (N/2) of a tract of land out of Surveys 22 and 23, in Block E, Lubbock County, Texas, which tract is described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey 23, the Southwest corner of this tract;  
THENCE North 1895 varas to a point in the North line of Survey 22, being the Northwest corner of the V. V. Clark, and also the Northwest corner of this tract;  
THENCE East along the North line of Survey 22, 1436.3 varas to a point, the Northeast corner of this tract;  
THENCE South 1887.9 varas to a point in the South line of Survey 23, for the Southeast corner of this tract;  
THENCE West 1436.3 varas to the PLACE OF BEGINNING, and containing 481.3 acres of land;

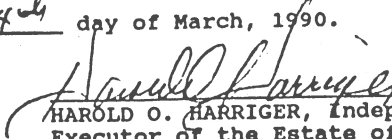
the tract herein described consisting of 240.65 acres of land, more or less.

SAVE AND EXCEPT there is excepted from this conveyance and reserved to the Grantor herein, his successors and assigns, an undivided one-half (1/2) interest in and to all oil, gas, and other minerals in, under, and that may be produced from the land, it being the intention of the Grantor to convey one-half (1/2) of Grantor's mineral interest and to reserve one-half (1/2) of the mineral interest.

In addition to the one-fourth (1/4th) interest in the real estate herein conveyed, Grantor here conveys to the Grantee a one-fourth (1/4th) interest in the irrigation wells, motors, and all underground lines on the said property.

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 HAROLD FLOURNOY, his heirs and assigns forever; and I do hereby bind myself, my successors and assigns, to warrant and forever defend all and singular the said premises unto the said HAROLD FLOURNOY, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this the 14th day of March, 1990.

  
\_\_\_\_\_  
HAROLD O. HARRIGER, Independent  
Executor of the Estate of Clarence  
P. Brazill, Jr., Deceased, and  
Trustee of all trusts created under  
the Will of Clarence P. Brazill,  
Jr., Deceased

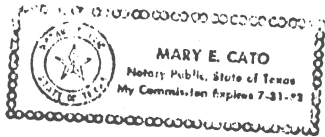
THE STATE OF TEXAS §  
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 14th  
day of March, 1990, by HAROLD O. HARRIGER, in his capacities as  
Independent Executor of the Estate of Clarence P. Brazill, Jr.,  
Deceased, and Trustee of all trusts created under the Will of  
Clarence P. Brazill, Jr., Deceased.

*Mary E Cato*

Notary Public in and for  
State of Texas

Typed/printed name: Mary E. Cato  
Commission expires: July 31, 1992



SEAL

STATE OF TEXAS }  
COUNTY OF LUBBOCK }

Thereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Real Property  
Records of Lubbock County, Texas as stamped hereon by me.

FILED FOR RECORD

90 MAR 16 P 4: 15

MAR 16 1990



*Ann Davidson*  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

County Clerk, Lubbock County, Texas

1. 4. 11  
4.  
1  
FILED RECORDING RETURN TO:  
Bobby J. Moody  
5211 Brownfield Highway, Suite 180  
Lubbock, Texas 79407

VOL 5362 PAGE 127

158

**WARRANTY DEED WITH VENDOR'S LIEN**

*Mineral Reser.*

**Date:** January 3, 1997

**Grantor:** R. REX AYCOCK and wife, BONNIE J. AYCOCK

**Grantor's Mailing Address (including county):**  
P.O. Box 6170, Lubbock, Lubbock County, Texas 79493

**Grantee:** LANNY L. LINCECUM and wife, VICKIE LINCECUM

**Grantee's Mailing Address (including county):**  
Route 20, Box 608, Lubbock, Lubbock County, Texas 79423

**Consideration:**

- (1) Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged; and
- (2) the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note, in the principal sum of One Hundred Eight Thousand Two Hundred Ninety-Three (\$108,293.00) Dollars, dated of even date herewith, payable to the order of R. REX AYCOCK and wife, BONNIE J. AYCOCK, payable in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees.

**Property (including any improvements):**

All our undivided one-fourth interest in the land described as the North Half (N/2) of a tract of land out of Surveys 22 and 23, in Block E, Lubbock County, Texas, which tract is described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey 23, the Southwest corner of this tract;

THENCE North 1895 varas to a point in the North line of Survey 22, being the Northwest corner of the V.V. Clark, and also the Northwest corner of this tract;

THENCE East along the North line of Survey 22, 1436.3 varas to a point, the Northeast corner of this tract;

THENCE South 1887.9 varas to a point in the South line of Survey 23, for the Southeast corner of this tract;

THENCE West 1436.3 varas to the PLACE OF BEGINNING, and containing 481.3 acres of land;

the North Half (N/2) of said tract consisting of 240.65 acres or land, more or less;

SAVE AND EXCEPT, there is excepted from this conveyance and reserved to Grantor, their heirs and assigns, an undivided one-half interest in and to all oil, gas and other minerals, in, under and that may be produced from the land.

**Reservations from and Exceptions to Conveyance and Warranty:**


This conveyance is subject to all effective covenants, conditions, restrictions, mineral reservations, oil, gas and mineral leases, rights-of-way and easements of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground, and in use.


Grantor agrees to pay all ad valorem taxes on the herein described real property for 1996 and prior years.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's 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 Grantee and Grantee's 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.

The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

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

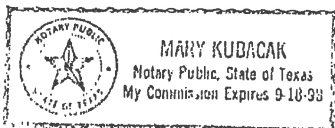
  
\_\_\_\_\_  
R. REX AYCOCK

  
\_\_\_\_\_  
BONNIE J. AYCOCK

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 3rd day of January, 1997, by R. REX AYCOCK.



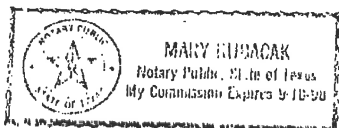
*Mary Kubacak*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

SEAL

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 3rd day of January, 1997, by BONNIE J. AYCOCK.



*Mary Kubacak*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

SEAL

FILED FOR RECORD

JAN 3 1 17 PM '97

*Ann Harrison*  
County Clerk, Lubbock County, Texas

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Real Property Records of Lubbock County, Texas as stamped hereon by me.

JAN 3 1997



*Ann Harrison*  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

2'  
400  
-100 di  
AFTER RECORDING RETURN TO:  
BobbyJ. Moody 5211 Brownfield Hwy, Suite 180  
Lubbock, Texas 79407

VOL 5362 PAGE 137

160  
WARRANTY DEED WITH VENDOR'S LIEN

**Date:** December 31, 1996, but effective January 3, 1997

**Grantor:** DON GRAF, a single person

**Grantor's Mailing Address (including county):**  
P.O. Box 6170, Lubbock, Lubbock County, Texas 79493

**Grantee:** LANNY L. LINCECUM and wife, VICKIE LINCECUM

**Grantee's Mailing Address (including county):**  
Route 20, Box 608, Lubbock, Lubbock County, Texas

**Consideration:**

- (1) Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged; and
- (2) the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note, in the principal sum of One Hundred Eight Thousand Two Hundred Ninety-Three (\$108,293.00) Dollars, dated January 3, 1997, payable to the order of DON GRAF, payable in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees.

**Property (including any improvements):**

All my undivided one-fourth interest in the land described as the North Half (N/2) of a tract of land out of Surveys 22 and 23, in Block E, Lubbock County, Texas, which tract is described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey 23, the Southwest corner of this tract;

THENCE North 1895 varas to a point in the North line of Survey 22, being the Northwest corner of the V.V. Clark, and also the Northwest corner of this tract;

THENCE East along the North line of Survey 22, 1436.3 varas to a point, the Northeast corner of this tract;

THENCE South 1887.9 varas to a point in the South line of Survey 23, for the Southeast corner of this tract;

THENCE West 1436.3 varas to the PLACE OF BEGINNING, and containing 481.3 acres of land;

the North Half (N/2) of said tract consisting of 240.65 acres or land, more or less;

SAVE AND EXCEPT, there is excepted from this conveyance and reserved to Grantor, his heirs and assigns, an undivided one-half interest in and to all oil, gas and other minerals, in, under and that may be produced from the land.

**Reservations from and Exceptions to Conveyance and Warranty:**

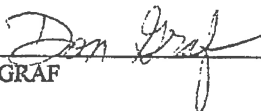
This conveyance is subject to all effective covenants, conditions, restrictions, mineral reservations, oil, gas and mineral leases, rights-of-way and easements of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground, and in use.

Grantor agrees to pay all ad valorem taxes on the herein described real property for 1996 and prior years.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's 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 Grantee and Grantee's 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.

The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

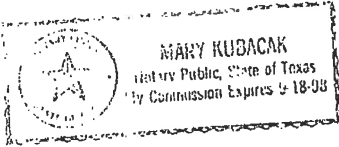
When the context requires, singular nouns and pronouns include the plural.

  
\_\_\_\_\_  
DON GRAF

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 31st day of December 1996,  
by DON GRAF.



Mary Kubacak  
NOTARY PUBLIC, STATE OF TEXAS

SEAL

FILED FOR RECORD

JAN 3 1 17 PM '97

Ann Harrison  
County Clerk, Lubbock County, Texas

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Real Property  
Records of Lubbock County, Texas as stamped hereon by me.

JAN 3 1997



Ann Harrison  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS



11/16/97  
4  
-1/14  
AFTER RECORDING RETURN TO:  
Bobby J. Moody  
5211 Brownfield Highway, Suite 180  
Lubbock, Texas 79407

VOL 5362 PAGE 147

162

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** January 3, 1997

**Grantor:** HAROLD FLOURNOY and wife, MELVA JO FLOURNOY

**Grantor:** 4207 - 97th Street, Lubbock, Lubbock County, Texas 79423

**Grantee:** LANNY L. LINCECUM and wife, VICKIE LINCECUM

**Grantee's Mailing Address (including county):**

Route 20, Box 608, Lubbock, Lubbock County, Texas 79423

**Consideration:**

- (1) Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged; and
- (2) the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note, in the principal sum of Two Hundred Sixteen Thousand Five Hundred Eighty-Five and no/100 (\$216,585.00) Dollars, dated of even date herewith, payable to the order of HAROLD FLOURNOY and wife, MELVA JO FLOURNOY, payable in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees.

**Property (including any improvements):**

All our undivided one-half interest in the land described as the North Half (N/2) of a tract of land out of Surveys 22 and 23, in Block E, Lubbock County, Texas, which tract is described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey 23, the Southwest corner of this tract;

THENCE North 1895 varas to a point in the North line of Survey 22, being the Northwest corner of the V.V. Clark, and also the Northwest corner of this tract;

THENCE East along the North line of Survey 22, 1436.3 varas to a point, the Northeast corner of this tract;

THENCE South 1887.9 varas to a point in the South line of Survey 23, for the Southeast corner of this tract;

THENCE West 1436.3 varas to the PLACE OF BEGINNING, and containing 481.3 acres of land;

the North Half (N/2) of said tract consisting of 240.65 acres or land, more or less;

SAVE AND EXCEPT an undivided 1/40 interest which shall be retained by Grantors; and

FURTHER SAVE AND EXCEPT, there is excepted from this conveyance and reserved to Grantor, their heirs and assigns, an undivided one-half interest in and to all oil, gas and other minerals, in, under and that may be produced from the land.

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is subject to all effective covenants, conditions, restrictions, mineral reservations, oil, gas and mineral leases, rights-of-way and easements of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground, and in use.

Grantor agrees to pay all ad valorem taxes on the herein described real property for 1996 and prior years.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's 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 Grantee and Grantee's 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.

The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

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

  
\_\_\_\_\_  
HAROLD FLOURNOY

Melva Jo Flournoy  
MELVA FLOURNOY

THE STATE OF TEXAS §  
COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 3rd day of January, 1997, by HAROLD FLOURNOY.



Mary Kubacak  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS § **SEAL**  
COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 3rd day of January, 1997, by MELVA JO FLOURNOY.



Mary Kubacak  
NOTARY PUBLIC, STATE OF TEXAS

**SEAL**

FILED FOR RECORD

JAN 3 1 17 PM '97

Ann Davidson  
County Clerk, Lubbock County, Texas

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Real Property  
Records of Lubbock County, Texas as stamped hereon by me.

JAN 3 1997



Ann Davidson  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

*M. R. Res.*

Bobby J. Moody, 5211 Brownfield Highway #180, Lubbock, TX 79407

726

VOL 5693 PAGE 255

*1/5/97*

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: November 21, 1997

Grantor: HAROLD FLOURNOY and wife, MELVA JO FLOURNOY

Grantor: 4207 - 97th Street, Lubbock, Lubbock County, Texas 79423

Grantee: LANNY L. LINCECUM and wife, VICKIE LINCECUM

Grantee's Mailing Address (including county):  
Route 20, Box 608, Lubbock, Lubbock County, Texas 79423

**Consideration:**

- (1) Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned paid and to be paid by the Grantee herein named; and
- (2) The assumption by Grantee of the unpaid balance on one certain promissory note, in the original principal sum of Two Hundred Sixteen Thousand Five Hundred Eighty-Five and no/100 (\$216,585.00) Dollars, dated January 3, 1997, executed by Grantee, and payable to the order of HAROLD FLOURNOY and wife, MELVA JO FLOURNOY, payable in annual installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees.

**Property (including any improvements):**

All our undivided 1/40 interest in the land described as the North Half (N/2) of a tract of land out of Surveys 22 and 23, in Block E, Lubbock County, Texas, which tract is described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey 23, the Southwest corner of this tract;

THENCE North 1895 varas to a point in the North line of Survey 22, being the Northwest corner of the V.V. Clark, and also the Northwest corner of this tract;

THENCE East along the North line of Survey 22, 1436.3 varas to a point, the Northeast corner of this tract;

THENCE South 1887.9 varas to a point in the South line of Survey 23, for the Southeast corner of this tract;

THENCE West 1436.3 varas to the PLACE OF BEGINNING, and containing 481.3 acres of land;

the North Half (N/2) of said tract consisting of 240.65 acres or land, more or less.

SAVE AND EXCEPT, there is excepted from this conveyance and reserved to Grantor, their heirs and assigns, an undivided one-half interest in and to all oil, gas and other minerals, in, under and that may be produced from the land.

**Reservations from and Exceptions to Conveyance and Warranty:**

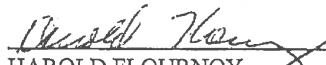
This conveyance is subject to all effective covenants, conditions, restrictions, mineral reservations, oil, gas and mineral leases, rights-of-way and easements of record in the records of the County Clerk of Lubbock County, Texas, and all of those visible or apparent upon the ground, and in use.


Grantor agrees to pay all ad valorem taxes on the herein described real property for 1996 and prior years.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's 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 Grantee and Grantee's 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.

The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

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

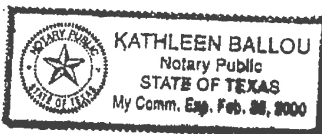
  
HAROLD FLOURNOY

  
MELVA FLOURNOY

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 2 day of January, 1998,  
by HAROLD FLOURNOY.



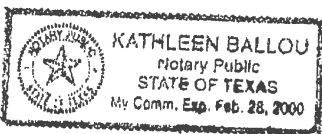
SEAL

Kathleen Ballou  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 2 day of January, 1998,  
by MELVA JO FLOURNOY.



SEAL

Kathleen Ballou  
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD

JAN 8 1 27 PM '98

Ann Hamilton

STATE OF TEXAS  
COUNTY OF LUBBOCK  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Real Property  
Records of Lubbock County, Texas as stamped herein by me.

JAN 8 1998



Ann Hamilton  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

file  
subject  
Lubbock

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

Date: March 14, 2003

11748

**Grantor:** LUBBOCK SADDLE CLUB INVESTMENTS, LTD. (formerly known as "Lubbock Saddle Club Development, Ltd."), a Texas limited partnership, acting herein by and through its general partner, Lubbock Saddle Club, Inc.

**Grantee:** THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership

**Grantee's Mailing Address:** 7211 Woodrow Road, Wolfforth, Lubbock County, Texas 79382

**Consideration:**

\$1,270,000.00 to Grantor paid, and secured to be paid, by Grantee, as follows

The entire consideration of the sum of \$1,270,000.00 is evidenced by the execution and delivery by the Grantee of one certain promissory note of even date herewith, in the principal sum of \$1,270,000.00, bearing interest at the rate therein set forth, and payable to the order of LUBBOCK SADDLE CLUB INVESTMENTS, LTD. as therein provided, which note is secured by both deed of trust and vendor's lien on the property herein conveyed.

**Property (including any improvements):**

LOTS ONE (1) THROUGH SEVENTY-FOUR (74), inclusive, SADDLE CLUB RANCH ESTATES, a subdivision located in Section 22, Block E, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 8114, Page 135 of the Real Property Records of Lubbock County, Texas.

**Reservations from Conveyance:** For Grantor and Grantor's heirs, successors and assigns forever, a reservation of all of the oil, gas and other minerals in and under, and that may be produced from, the Property, not heretofore reserved by predecessors in title.

**Exceptions to Conveyance and Warranty:**

SUBJECT TO liens described as part of the Consideration; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2003, 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.

Grantee herein assumes the payment of all taxes for the year 2003.

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 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.

The vendor's lien against and superior title to the Property are retained in favor of the payee in said note until said note described is fully paid according to its terms, at which time this deed will become absolute.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE

ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED.

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

LUBBOCK SADDLE CLUB INVESTMENTS, LTD.,  
a Texas limited partnership  
BY: LUBBOCK SADDLE CLUB, INC., General  
Partner

By: [Signature]  
Kevin Glasheen, President

ACCEPTED AND AGREED:

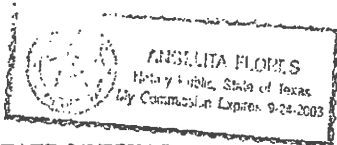
THE OAKS OF LUBBOCK DEVELOPMENT  
I, LTD.  
BY: THE OAKS OF LUBBOCK DEVELOPMENT,  
INC., General Partner

By: [Signature]  
Kevin T. Glasheen, President

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared Kevin Glasheen, known to me, or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Kevin Glasheen executed the instrument as the act of LUBBOCK SADDLE CLUB, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of LUBBOCK SADDLE CLUB INVESTMENTS, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on 3-14, 2003.



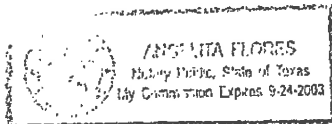
[Signature]  
Notary Public, State of Texas

SEAL

THE STATE OF TEXAS  
COUNTY OF LUBBOCK

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared KEVIN T. GLASHEEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of THE OAKS OF LUBBOCK DEVELOPMENT, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of THE OAKS OF LUBBOCK DEVELOPMENT I, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on 3-14, 2003.



[Signature]  
Notary Public, State of Texas

SEAL



FILED FOR RECORD

2003 MAR 17 AM 9:45

*Doris Ruff*

COUNTY CLERK, LUBBOCK COUNTY, TEXAS

VOL 8214 PAGE 238

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Public  
Records of Lubbock County, Texas as stamped hereon by me

MAR 17 2003



*Doris Ruff*

COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

100  
PLANNING EXP.  
P.O. Box 2000  
Lubbock, TX  
79457

DEDICATORY CERTIFICATE

THE STATE OF TEXAS                    §     **3966**  
COUNTY OF LUBBOCK                   §

This is to certify that LUBBOCK SADDLE CLUB DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through its General Partner, LUBBOCK SADDLE CLUB, INC., a Texas corporation, is the owner of a tract of land described as follows, to-wit:

A tract of land out of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the North line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, which bears S. 89°45'30" E., 2319.44 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E., along the North line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, a distance of 3989.70 feet to a railroad spike found;

THENCE S. 00°11'20" W. a distance of 2621.57 feet to a railroad spike found in the North line of a 20 foot alley, same being in the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and in the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas;

THENCE N. 89°52'46" W., along the North line of said 20 foot alley, the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas, at 1000.00 feet pass the West end of said 20 foot alley, continuing along the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and in the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas, for a total distance of 3989.70 feet to a ½" square tube found at the most Southerly Southwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, same being the most Westerly Northwest corner of Section 23, Block E, S.F. 4061, Lubbock County, Texas, same being in the East line of Section 32, Block 20, Lubbock County, Texas;

THENCE N. 00°11' 20" E., along the East line of Section 32, Block 20, Lubbock County, Texas, and the Southernmost West line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, at 1166.95 feet pass a point at the Northeast corner of Section 32, Block 20, Lubbock County, Texas, same being an interior corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, continuing for a total distance of 2630.00 feet to the Point of Beginning.

**SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:**

**TRACT 1:**

BEGINNING at a ½" iron rod with cap set which bears S. 89°45'30" E., 2849.50 feet and S. 00°14'30" W., 60.00 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E. a distance of 1493.94 feet to a ½" iron rod with cap set;

THENCE S. 44°45'30" E. a distance of 49.50 feet to a ½" iron rod with cap set;

THENCE S. 00°14'30" W. a distance of 115.00 feet to a ½" iron rod with cap set at a point of curvature;

THENCE Southwesterly, around a curve to the right, said curve having a radius of 945.00 feet, a central angle of 30°, tangent lengths of 253.21 feet, a chord distance of

489.17 feet, and a chord bearing of S. 15°14'30" W. to a ½" iron rod with cap set at a point of intersection;

THENCE N. 59°45'30" W. a distance of 445.00 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 1016.96 feet to a ½" iron rod with cap set;

THENCE N. 00°14'30" E. a distance of 400.00 feet to a ½" iron rod with cap set at the Point of Beginning.

**TRACT 2:**

BEGINNING at a ½" iron rod with cap set which bears S. 89°45'30" E., 4533.44 feet and S. 00°14'30" W., 60.00 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E. a distance of 1700.76 feet to a ½" iron rod with cap set;

THENCE S. 44°47'05" E. a distance of 49.52 feet to a ½" iron rod with cap set;

THENCE S. 00°11'20" W. a distance of 637.52 feet to a ½" iron rod with cap set;

THENCE N. 89°48'40" W. a distance of 120.00 feet to a ½" iron rod with cap set;

THENCE N. 59°47'27" W. a distance of 545.79 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 449.25 feet to a ½" iron rod with cap set;

THENCE S. 60°14'30" W. a distance of 463.06 feet to a ½" iron rod with cap set;

THENCE S. 70°42'54" W. a distance of 137.53 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 350.00 feet to a ½" iron rod with cap set at a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 1055.00 feet, a central angle of 22°08' 32", tangent lengths of 206.43 feet, a chord distance of 405.18 feet, and a chord bearing of N. 19°10'14" E. to a ½" iron rod with cap set at a point of tangency;

THENCE N. 08°05'58" E. a distance of 145.60 feet to a ½" iron rod with cap set;

THENCE N. 00°14'30" E. a distance of 115.00 feet to a ½" iron rod with cap set;

THENCE N. 45°14'30" E. a distance of 49.50 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 Daniel E. Martinez, Registered Professional Land Surveyor, on the 13<sup>th</sup> day of Dec., 2002 and approved by the Planning Commission of the City of Lubbock on the 21<sup>st</sup> day of Jan., 2003, and also approved by the Commissioners Court of Lubbock County, Texas, on the 23<sup>rd</sup> day of Dec., 20003, 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 1 through 74, SADDLE CLUB RANCH ESTATES, a subdivision in Section 22, Block E, W.T. R.R. Co. Survey, 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.

AMERICAN STATE BANK, holder of a lien of record against the above referenced property, joins in this dedication for the sole purpose of showing its assent thereto and that it has no objection to the platting of said property in accordance with the attached map, and it hereby subordinates its lien upon those portions of the property which are embraced within the bounds of the streets, alleys, easements (surface and/or underground), and other public ways shown on said map and dedicated for public use in accordance with this dedicatory certificate.

WITNESS the execution hereof this 30th day of December, 2002.

LUBBOCK SADDLE CLUB DEVELOPMENT, LTD.  
BY: LUBBOCK SADDLE CLUB, INC., General Partner

By: Kevin Glasheen  
Kevin Glasheen, President

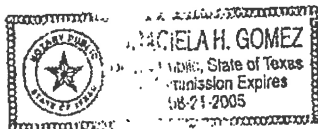
AMERICAN STATE BANK

By: Gene Maxwell  
Printed Name/Title: GENE MAXWELL, Vice President

THE STATE OF TEXAS §  
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared KEVIN GLASHEEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of LUBBOCK SADDLE CLUB, INC., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated; said corporation acting as General Partner on behalf of LUBBOCK SADDLE CLUB DEVELOPMENT, LTD., a Texas limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on January 7  
2003



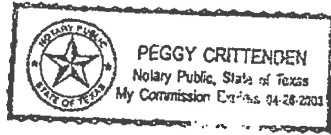
Maciela H. Gomez  
Notary Public, State of Texas

SEAL

THE STATE OF TEXAS §  
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared GENE MAXWELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of AMERICAN STATE BANK, a state banking association, on behalf of said association, for the purposes and consideration expressed, and in the capacity hereinabove stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on December 30,  
2002.



*Peggy Crittenden*  
\_\_\_\_\_  
Notary Public, State of Texas

SEAL

TAX CERTIFICATE

Certificate # 77009

This certificate issued by LUBBOCK CENTRAL APPRAISAL DIST.  
for the taxing entities: LUBBOCK COUNTY (GLB)  
LUBBOCK CNTY HOSPITAL (HSP)  
Through 2002 Tax Year HI PLAINS WATER DIST. (WHP)

VOL 8114 PAGE 139

*Scott*

Property ID: R139695  
Account Num:  
BLK E SEC 22 AB 1001 & 1069 TR D & D1  
AC: 240.65

Owner ID: 211673  
LUBBOCK SADDLE CLUB  
DEVELOP LTD  
7211 WOODROW RD  
WOLFFORTH, TX 79382-4907

Assessed Value: 54,877  
No exemptions

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:

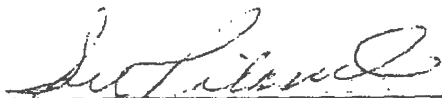
Entity	Year	Statement	Tax Due	Disc./P&I	Att. Fee	Total Due
GLB	02	30522	195.56	0.00	0.00	195.56
HSP	02	30522	106.78	0.00	0.00	106.78
WHP	02	30522	8.60	0.00	0.00	8.60

Total Due on Current Bills if Paid By 01/31/2003: \$310.94

\*\*\* End of Tax Certificate \*\*\*

If applicable, the above described property is receiving special valuation based on its use. Additional rollback taxes which 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.



Date of Issue: 12/30/02

Signature of Authorized Officer of Tax Office

Requested by SERVICE TITLE  
No fee collected.

LUBBOCK CENTRAL APPRAISAL DISTRICT

VOL 8114 PAGE 140

TAX CERTIFICATE REQUEST FORM

TITLE COMPANY

RUSH!!!

~~XXXiv~~Service Title Company

CURRENT OWNER: Lubbock Saddle Club Development, Ltd. FEE: 10

DATE REQUESTED: 12-27-02 GF#: Scott W. Sharp

DATE NEEDED: ASAP

LEGAL DESCRIPTION

A tract of land out of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas (see attached metes and bounds)

FOR LCAD USE ONLY

CITIES	SCHOOL DISTRICTS	COUNTY-WIDE ENTITIES
LUBBOCK _____	LUBBOCK _____	LUBBOCK COUNTY _____
SLATON _____	FRENSHIP _____	HI-PLAINS WATER _____
WOLFFORTH _____	IDALOU _____	LUBBOCK CO. HOSP. _____
IDALOU _____	SHALLOWATER _____	
NEW DEAL _____	NEW DEAL _____	
	ROOSEVELT _____	
	SLATON _____	

TAX SUIT FILED: \_\_\_\_\_

SUPPLEMENT: \_\_\_\_\_

KEY #: R139695

EXEMPTION AMOUNTS: \_\_\_\_\_

GEO #: AC 2/1/02 91101-307

General Homestead (ISD's) \_\_\_\_\_

65 + ISD CEILING: \_\_\_\_\_

65 + Homestead (ISD's) \_\_\_\_\_

AG ROLLBACK: \_\_\_\_\_

65 + Local (LISD, Lubbock City, County, Hospital, Water District) \_\_\_\_\_

Disability (All ISD's, Lubbock City) \_\_\_\_\_

Disabled Veteran (All entities) \_\_\_\_\_

MISCELLANEOUS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

METES AND BOUNDS DESCRIPTION for the plat limits of Lots 1-74, Saddle Club Ranch Estates, a subdivision located in Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the North line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, which bears S. 89°45'30" E., 2319.44 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E., along the North line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, a distance of 3989.70 feet to a railroad spike found;

THENCE S. 00°11'20" W. a distance of 2621.57 feet to a railroad spike found in the North line of a 20 foot alley, same being in the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and in the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas;

THENCE N. 89°52'46" W., along the North line of said 20 foot alley, the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas, at 1000.00 feet pass the West end of said 20 foot alley, continuing along the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and in the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas, for a total distance of 3989.70 feet to a ½" square tube found at the most Southerly Southwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, same being the most Westerly Northwest corner of Section 23, Block E, S.F. 4061, Lubbock County, Texas, same being in the East line of Section 32, Block 20, Lubbock County, Texas;

THENCE N. 00°11'20" E., along the East line of Section 32, Block 20, Lubbock County, Texas, and the Southernmost West line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, at 1166.95 feet pass a point at the Northeast corner of Section 32, Block 20, Lubbock County, Texas, same being an interior corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, continuing for a total distance of 2630.00 feet to the Point of Beginning.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:

*R 139625*

TRACT 1:

BEGINNING at a ½" iron rod with cap set which bears S. 89°45'30" E., 2849.50 feet and S. 00°14'30" W., 60.00 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E. a distance of 1493.94 feet to a ½" iron rod with cap set;

THENCE S. 44°45'30" E. a distance of 49.50 feet to a ½" iron rod with cap set;

THENCE S. 00°14'30" W. a distance of 115.00 feet to a ½" iron rod with cap set at a point of curvature;

THENCE Southwesterly, around a curve to the right, said curve having a radius of 945.00 feet, a central angle of 30°, tangent lengths of 253.21 feet, a chord distance of 489.17 feet, and a chord bearing of S. 15°14'30" W. to a ½" iron rod with cap set at a point of intersection;



THENCE N. 59°45'30" W. a distance of 445.00 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 1016.96 feet to a ½" iron rod with cap set;

THENCE N. 00°14'30" E. a distance of 400.00 feet to a ½" iron rod with cap set at the Point of Beginning.

TRACT 2:

BEGINNING at a ½" iron rod with cap set which bears S. 89°45'30" E., 4533.44 feet and S. 00°14'30" W., 60.00 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E. a distance of 1700.76 feet to a ½" iron rod with cap set;

THENCE S. 44°47'05" E. a distance of 49.52 feet to a ½" iron rod with cap set;

THENCE S. 00°11'20" W. a distance of 637.52 feet to a ½" iron rod with cap set;

THENCE N. 89°48'40" W. a distance of 120.00 feet to a ½" iron rod with cap set;

THENCE N. 59°47'27" W. a distance of 545.79 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 449.25 feet to a ½" iron rod with cap set;

THENCE S. 60°14'30" W. a distance of 463.06 feet to a ½" iron rod with cap set;

THENCE S. 70°42'54" W. a distance of 137.53 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 350.00 feet to a ½" iron rod with cap set at a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 1055.00 feet, a central angle of 22°08'32", tangent lengths of 206.43 feet, a chord distance of 405.18 feet, and a chord bearing of N. 19°10'14" E. to a ½" iron rod with cap set at a point of tangency;

THENCE N. 08°05'58" E. a distance of 145.60 feet to a ½" iron rod with cap set;

THENCE N. 00°14'30" E. a distance of 115.00 feet to a ½" iron rod with cap set;

THENCE N. 45°14'30" E. a distance of 49.50 feet to the Point of Beginning.

A plat of even survey date herewith accompanies this legal description.

CONTAINS: 203.069 acres of land

December 13, 2002

Daniel E. Martinez  
Registered Professional Land Surveyor  
State of Texas No. 4515

GF # Scott W. Sharp

SERVICE TITLE COMPANY

R# \_\_\_\_\_

TAX COLLECTOR'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF LUBBOCK

The undersigned authority certifies that he has carefully examined the tax records of his office with reference to back and current taxes against the following described tract of land, situated in Lubbock County, Texas, to-wit:

A tract of land out of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas (see attached metes and bounds)

Please fax certificate to 744-5021.

*On our 2002 Pool as  
Blk E Sec 22 Ab 1001 & 1069 Tr D & D1  
240.65 ac R 139695*

NAME OF OWNER: Lubbock Saddle Club Development, Ltd.

and he/she finds that all taxes are PAID for the year 2002 and prior years as shown by the records of his office, except for the following years, viz: *2002 due*

Amount of taxes for the year 2002 1,564.68

Estimate for the year 2003 Depends

Given under my hand and seal of office, at Lubbock, Texas, this 3/5 day of Dec A.D. 2002.

Lubbock-Cooper I.S.D.  
16302 Loop 493  
Lubbock, Texas 79493

By Jeanette Hemmick

METES AND BOUNDS DESCRIPTION for the plat limits of Lots 1-74, Saddle Club Ranch Estates, a subdivision located in Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the North line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, which bears S. 89°45'30" E., 2319.44 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E., along the North line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, a distance of 3989.70 feet to a railroad spike found;

THENCE S. 00°11'20" W. a distance of 2621.57 feet to a railroad spike found in the North line of a 20 foot alley, same being in the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and in the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas;

THENCE N. 89°52'46" W., along the North line of said 20 foot alley, the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas, at 1000.00 feet pass the West end of said 20 foot alley, continuing along the Southernmost line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, and in the Westernmost North line of Section 23, Block E, S.F. 4061, Lubbock County, Texas, for a total distance of 3989.70 feet to a ½" square tube found at the most Southerly Southwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, same being the most Westerly Northwest corner of Section 23, Block E, S.F. 4061, Lubbock County, Texas, same being in the East line of Section 32, Block 20, Lubbock County, Texas;

THENCE N. 00°11'20" E., along the East line of Section 32, Block 20, Lubbock County, Texas, and the Southernmost West line of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, at 1166.95 feet pass a point at the Northeast corner of Section 32, Block 20, Lubbock County, Texas, same being an interior corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas, continuing for a total distance of 2630.00 feet to the Point of Beginning.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:

TRACT 1:

BEGINNING at a ½" iron rod with cap set which bears S. 89°45'30" E., 2849.50 feet and S. 00°14'30" W., 60.00 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E. a distance of 1493.94 feet to a ½" iron rod with cap set;

THENCE S. 44°45'30" E. a distance of 49.50 feet to a ½" iron rod with cap set;

THENCE S. 00°14'30" W. a distance of 115.00 feet to a ½" iron rod with cap set at a point of curvature;

THENCE Southwesterly, around a curve to the right, said curve having a radius of 945.00 feet, a central angle of 30°, tangent lengths of 253.21 feet, a chord distance of 489.17 feet, and a chord bearing of S. 15°14'30" W. to a ½" iron rod with cap set at a point of intersection;

THENCE N. 59°45'30" W. a distance of 445.00 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 1016.96 feet to a ½" iron rod with cap set;

THENCE N. 00°14'30" E. a distance of 400.00 feet to a ½" iron rod with cap set at the Point of Beginning.

TRACT 2:

BEGINNING at a ½" iron rod with cap set which bears S. 89°45'30" E., 4533.44 feet and S. 00°14'30" W., 60.00 feet from the Northwest corner of Section 22, Block E, W.T. R.R. Co. Survey, Lubbock County, Texas;

THENCE S. 89°45'30" E. a distance of 1700.76 feet to a ½" iron rod with cap set;

THENCE S. 44°47'05" E. a distance of 49.52 feet to a ½" iron rod with cap set;

THENCE S. 00°11'20" W. a distance of 637.52 feet to a ½" iron rod with cap set;

THENCE N. 89°48'40" W. a distance of 120.00 feet to a ½" iron rod with cap set;

THENCE N. 59°47'27" W. a distance of 545.79 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 449.25 feet to a ½" iron rod with cap set;

THENCE S. 60°14'30" W. a distance of 463.06 feet to a ½" iron rod with cap set;

THENCE S. 70°42'54" W. a distance of 137.53 feet to a ½" iron rod with cap set;

THENCE N. 89°45'30" W. a distance of 350.00 feet to a ½" iron rod with cap set at a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 1055.00 feet, a central angle of 22°08'32", tangent lengths of 206.43 feet, a chord distance of 405.18 feet, and a chord bearing of N. 19°10'14" E. to a ½" iron rod with cap set at a point of tangency;

THENCE N. 08°05'58" E. a distance of 145.60 feet to a ½" iron rod with cap set;

THENCE N. 00°14'30" E. a distance of 115.00 feet to a ½" iron rod with cap set;

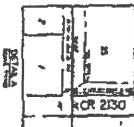
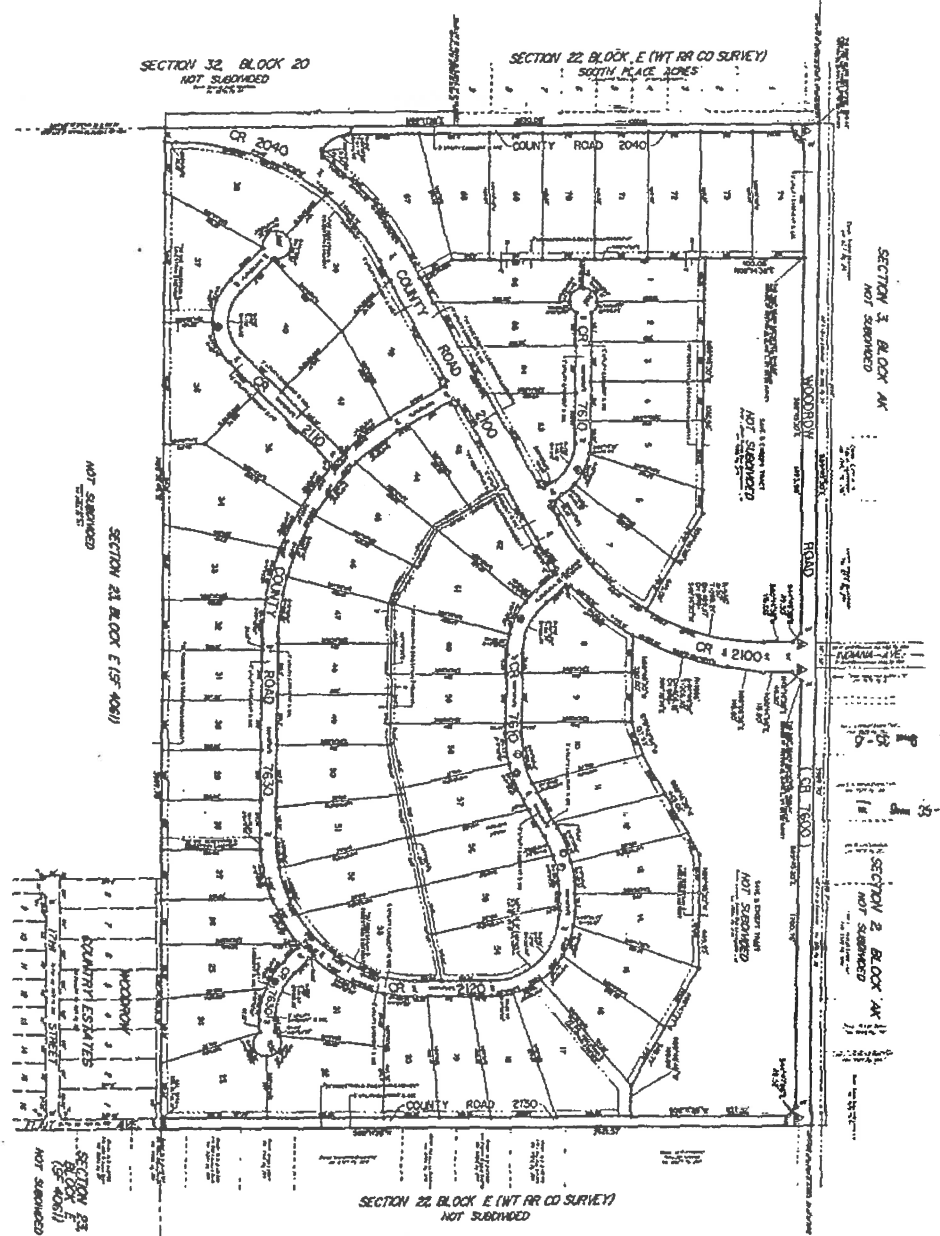
THENCE N. 45°14'30" E. a distance of 49.50 feet to the Point of Beginning.

A plat of even survey date herewith accompanies this legal description.

CONTAINS: 203.069 acres of land

December 13, 2002

Daniel E. Martinez  
Registered Professional Land Surveyor  
State of Texas No. 4515



DATE		DESCRIPTION	
1	1/1/98	1	1
2	1/1/98	2	2
3	1/1/98	3	3
4	1/1/98	4	4
5	1/1/98	5	5
6	1/1/98	6	6
7	1/1/98	7	7
8	1/1/98	8	8
9	1/1/98	9	9
10	1/1/98	10	10



TYPICAL STREET/STREET INTERSECTION  
TYPICAL DRIVEWAY TO LOT

**SADDLE CLUB RANCH ESTATES**  
A SUBDIVISION LOCATED IN SECTION 22, BLOCK E,  
LINCOLN COUNTY, TEXAS



PLD FOR RECORD  
12 28 21 A 9 58

THIS PLAN WAS PREPARED BY THE SURVEYOR AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN THE PUBLIC RECORDS OF LINCOLN COUNTY, TEXAS, ON 12/28/21 AT 9:58 AM. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE ORIGINAL RECORD AND HAS FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN THE PUBLIC RECORDS OF LINCOLN COUNTY, TEXAS, ON 12/28/21 AT 9:58 AM. THE SURVEYOR HAS CONDUCTED A VISUAL CHECK OF THE ORIGINAL RECORD AND HAS FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN THE PUBLIC RECORDS OF LINCOLN COUNTY, TEXAS, ON 12/28/21 AT 9:58 AM.

*[Handwritten signatures and notes]*



PLD FOR RECORD  
12 28 21 A 9 58



Planning Department

P.O. Box 2000 • 1625 13th Street  
Lubbock, Texas 79457  
(806) 775-2102 • Fax (806) 775-2100

December 24, 2002

File No. 1588.0

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 Saddle Club Ranch Estates, Lots 1-74 was prepared by Daniel Martinez on December 23, 2002 and was approved by the Planning and Zoning Commission on December 23, 2002

Sincerely,

*Randy Henson*  
Randy Henson  
Senior Planner

RH:kh

Acreage of recorded plat:

[X] Surveyor's Field Notes      203.069      acres

FILED FOR RECORD  
2003 JAN 28 A 8:50

*Louis Ruff*  
COUNTY CLERK LUBBOCK COUNTY TEXAS

STATE OF TEXAS  
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the Official Public  
Records of Lubbock County, Texas as stamped hereon by me.

JAN 28 2003



*Louis Ruff*  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS