



Office of the Secretary of State

CERTIFICATE OF FILING OF

Milwaukee Business Park Owners Association, Inc.
File Number: 803299039

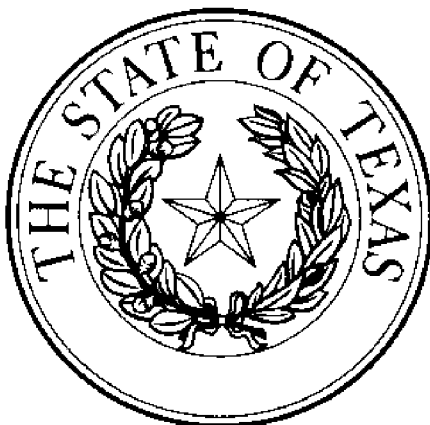
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/22/2019

Effective: 04/22/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
APR 22 2019
Corporations Section

**CERTIFICATE OF FORMATION OF
MILWAUKEE BUSINESS PARK OWNERS ASSOCIATION, INC.**

ARTICLE 1 – CORPORATE NAME

The name of the corporation is **Milwaukee Business Park Owners Association, Inc.** ("Association").

ARTICLE 2 – LEGAL STATUS

The Association is a nonprofit corporation formed under the Texas Business Organizations Code and the Texas Nonprofit Corporation Law ("Act").

The Association is not a residential property owners association, but rather a commercial (garden office) business park.

ARTICLE 3 – PURPOSES

The purposes for which the Association is formed are the following:

1. Specifically and primarily to provide an organization consisting of the owners of real property located in Lubbock, Lubbock County, Texas, and more particularly described in the Declaration of Restrictive Covenants dated April 16, 2019, and filed for record under CCFN 2019013482, Official Public Records of Lubbock County, Texas ("Declaration").

2. Generally:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and in the Association's Bylaws ("Bylaws").

(b) To fix, levy, collect, and enforce payment of any and all assessments, dues, fees, charges, interest, late fees, fines, costs of collection and foreclosure, attorney fees, trustee's fees, court costs, damages, and all other amounts due or owed to the Association, and to pay all expenses to accomplish the purposes for which these assessments, dues, fees, charges, and other amounts are levied or imposed, and to perform all of the duties and obligations of the Association as set forth in the Declaration and the Bylaws.

(c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise to dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.

(e) To have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Business Organizations Code or the Act by law may now or at a later time have or exercise.

(f) To act in the capacity of principal, agent, joint venturer, partner, or otherwise.

3. Despite the above statements of purposes, the Association will not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE 4 – INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is **10507 Quaker Avenue, Suite 101, Lubbock, Texas 79423**, and the name of its initial registered agent at such address is **Kevin Reed**.

ARTICLE 5 – MEMBERSHIP IN THE ASSOCIATION

The Association will be a nonstock membership corporation. The Declaration and Bylaws will determine the number and qualifications of members of the Association (each a “Member,” and collectively, “Members”), the classes of membership, the voting rights and other privileges of membership, and the obligations and liabilities of Members. Cumulative voting is prohibited.

Members holding fifty-one percent (51%) of the aggregate votes entitled to be cast by all Members (or all Members of the class in question, with respect to the election or removal of Directors (defined below)) represented at a meeting of the Members will constitute a quorum for voting on matters brought before the Members (“Quorum”). Members may be represented at any meeting in person or by a legitimate proxy in form approved by the Board of Directors, by absentee ballot, or by electronic ballot; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a Quorum only for items appearing on the ballot. Except as otherwise provided by the Act, the Declaration, this Certificate of Formation, or the Bylaws, the vote of Members holding, in the aggregate, a majority of the votes entitled to be cast by the Members (or the Members of the class in question, with respect to the election or removal of Directors) present or voting by a legitimate proxy in form approved by the Board of Directors, by absentee ballot, or by electronic ballot, at a called meeting at which a Quorum is present, will be the act of the Members; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. Notice requirements for all actions proposed to be taken by the Association that require an approval by a vote of the Members will be given as set forth in the Bylaws.

ARTICLE 6 – BOARD OF DIRECTORS

The affairs of the Association will be managed by a board of directors (“Board of Directors”) consisting of three (3) directors (each a “Director,” and collectively, “Directors”). The names and addresses of the persons who are to serve as the initial Directors are as follows:

Kevin Reed
P.O. Box 64756
Lubbock, TX 79464

Keith McNeese
4103 103rd
Lubbock, TX 79423

Marc McDougal
5001 W. Loop 289
Lubbock, TX 79414

An action required by the Act to be taken at a meeting of the Directors or a committee of the Directors, or an action that may be taken at a meeting of the Directors or a committee of the Directors, may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of Directors or committee members necessary to take that action at a meeting at which all of the Directors or committee members are present and voting.

ARTICLE 7 – NO PERSONAL LIABILITY; INDEMNIFICATION

No Director or officer (each an "Officer," and collectively, "Officers") of the Association will be liable to the Association or its Members for monetary damages for an act or omission in the Director's or Officer's capacity as a Director or Officer, respectively, except for liability for (1) a breach of a Director's or Officer's duty of loyalty to the Association or its Members, (2) an act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's position, or (4) an act or omission for which the liability of a Director or Officer is expressly provided for by an applicable statute. If the Texas Business Organizations Code, the Act, or other applicable law is amended to authorize action further eliminating or limiting the liability of Directors or Officers, then the liability of a Director or Officer of the Association will be eliminated or limited to the fullest extent permitted by the Texas Business Organizations Code, the Act, or other applicable law, as so amended. Any repeal or modification of this paragraph by the Members will not adversely affect any right or protection of a Director or Officer existing at the time of the repeal or modification.

Directors and Officers of the Association will be indemnified as provided in the Bylaws, as amended from time to time.

ARTICLE 8 – ORGANIZER

The name and street address of the organizer of the Association is as follows:

Mont McClendon
5001 W. Loop 289
Lubbock, TX 79414

ARTICLE 9 – DISTRIBUTION OF ASSETS IN THE PROCESS OF DISSOLUTION

On dissolution, after payment, satisfaction, and discharge of the Association's liabilities and obligations, the remaining assets of the Association will be distributed to the then Members of the Association in proportion to their respective interests.

EXECUTED as of April 19, 2019.



Mont McClendon, Organizer

CERTIFICATE BY OFFICER

The undersigned, being the Secretary of the Association, joins in the execution of this Certificate of Formation as required by Texas Business Organizations Code section 20.001.

EXECUTED as of April 19, 2019.



Miro McDougal, Secretary

**UNANIMOUS WRITTEN CONSENT OF MEMBERS OF
MILWAUKEE BUSINESS PARK OWNERS ASSOCIATION, INC.
IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, members of Milwaukee Business Park Owners Association, Inc., a Texas nonprofit corporation, hereby adopt the following resolutions in lieu of holding an Organizational Meeting of the Members.

ARTICLES OF INCORPORATION

RESOLVED, that the Certificate of Filing issued by the Secretary of State of Texas and the certified copy of the Certificate of Formation of the Corporation filed with the Secretary of State of Texas on April 22, 2019, are approved; and the Secretary of the Corporation is instructed to place same in the minute book of the Corporation.

BYLAWS

RESOLVED, that the Bylaws submitted to the undersigned are approved and adopted as the Bylaws of the Corporation and the Secretary of the Corporation is instructed to place same or a certified copy thereof in the minute book of the Corporation.

PRINCIPAL OFFICE

RESOLVED, that the Corporation's principal office be located and maintained at 10507 Quaker Ave., Suite 101, Lubbock, Texas 79423, and that meetings of the members from time to time may be held either at the principal office or at such other place as the members shall from time to time order.

MINUTE BOOK AND CORPORATE RECORDS

RESOLVED, that the corporate record book is adopted as the record book of the corporation, and further,

RESOLVED, that the Corporation maintain appropriate corporate records in the corporate record book, including but not limited to originals, copies or certified copies of the Corporation's original and any amended, corrected or restated, Acknowledgment of Filing, Certificate of Formation, Bylaws, minutes of meetings, and written consents.

OFFICERS

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the members or pursuant to the terms of any written employment agreement executed by the Corporation and the respective officer:

<u>Office</u>	<u>Name</u>
President	Kevin Reed
Secretary/Treasurer	Marc McDougal
Vice-President	Keith McNeese

BANK ACCOUNT

RESOLVED, that the Corporation establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, and that the officers of the Corporation are authorized to execute any resolutions required by said financial institutions for such accounts and to designate the person or persons authorized to write checks on such accounts on behalf of the Corporation.

ORGANIZATIONAL COSTS

RESOLVED, that the attorney's fees, filing fees and other expenses and charges incurred and that may be incurred by the Corporation or persons acting on behalf of the Corporation in connection with the formation of the Corporation are reasonable and shall be paid or reimbursed by the Corporation.

ACCOUNTABLE PLAN

RESOLVED, that the Corporation establish an "Accountable Plan" whereby officers and employees may receive advances for or reimbursement of expenses if: (1) the expense has a stated business purpose related to the Corporation; (2) the director, officer, or employee provides substantiation to the Corporation for all expenses; and (3) the director, officer or employee returns all excess reimbursements within a reasonable time, and further,

RESOLVED, that the following methods will meet the "reasonable time" definition: (1) an advance is made within 30 days of when an expense is paid or incurred; (2) an expense is substantiated to the Corporation within 60 days after the expense is paid or incurred; and (3) an excess amount is returned to the Corporation within 120 days after the expense is incurred, and further,

RESOLVED, that substantiation of business expenses will include: business purpose, business relationship (including names of persons present), cost (itemized accounting), time, and place; and auto mileage reimbursed must be substantiated by a daily mileage log which separates business and personal miles.

FURTHER INSTRUCTIONS TO OFFICERS

RESOLVED, that the officers of the Corporation are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified and adopted as the acts of the Corporation.

DATE: April 22, 2019.



Kevin Reed



Marc McDougal



Keith McNeese

**BYLAWS OF
MILWAUKEE BUSINESS PARK OWNERS' ASSOCIATION, INC.**

ARTICLE 1 – DEFINITIONS

1.1 Declaration. “Declaration” means the Declaration of Restrictive Covenants dated April 22, 2019, and filed for record in the real property records of Lubbock County, Texas, including any amendments that may be made from time to time in accordance with its terms.

1.2. Manager. “Manager” means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.

1.3 Subdivision. “Subdivision” means of **Tracts H-1 through H-10, Primrose Pointe Addition** to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in CCFN 2018046645, Official Property Records of Lubbock County, Texas, as amended from time to time, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as more particularly described in the Declaration.

1.4 Other Terms. Other defined terms used in these Bylaws have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

ARTICLE 2 – APPLICABILITY OF BYLAWS

2.1 Corporation. The provisions of these Bylaws constitute the Bylaws of Milwaukee Business Park Owners Association, Inc., a Texas nonprofit corporation (“Association”).

2.2 Applicability. The provisions of these Bylaws are applicable to the Subdivision as defined above.

2.3 Personal Application. All present or future Owners, present or future tenants, their employees, or other Persons that use the facilities of the Subdivision in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots of the Subdivision, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

ARTICLE 3 – OFFICES

3.1 Principal Office. The principal office of the Association will be located at **10507 Quaker Avenue, Suite 101, Lubbock, Texas 79423**. The location of the principal office may be changed from time to time by the Board.

3.2 Registered Office and Registered Agent. The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

ARTICLE 4 – QUALIFICATIONS FOR MEMBERSHIP

4.1 Membership. Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot.

4.2 Proof of Member. The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.3 No Additional Qualifications. The sole qualification for membership will be the ownership of a Lot. No initiation fees or dues will be assessed against any Person as a condition of membership except the assessments, levies, and charges specifically authorized under the Certificate of Formation or the Declaration.

4.4 Certificates of Membership. The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board. All certificates evidencing membership will be consecutively numbered. The name and address of each Member and the date of issuance of the certificate will be entered on the records of the Association and maintained by the Secretary of the Association at the registered office of the Association.

ARTICLE 5 – VOTING RIGHTS

5.1 Allocation. Voting rights will be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration.

5.2 Manner of Voting. At all meetings of Members, each Member, subject to Article 4, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.3 Quorum. Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot, at any meeting of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic

ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the meeting date.

5.4 Required Vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

5.5 Absentee Ballots. A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

5.6 Electronic Ballots. An electronic ballot means a ballot (1) given by electronic mail, fax, or posting on an Internet website, (2) for which the identity of the Member submitting the ballot can be confirmed, and (3) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

ARTICLE 6 – MEETINGS OF MEMBERS

6.1 Annual Meeting. The first meeting of the Members of the Association will be held within one hundred twenty (120) days after the closing of the sale of fifty percent (50%) of the Lots to Owners other than Declarant or within six (6) months after the closing of the sale of the first Lot within the Subdivision, whichever is earlier. After the first meeting, the annual meeting of the Members of the Association will be held on the second Tuesday of April of each succeeding calendar year at the hour of 5:30 PM unless otherwise determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

6.2 Special Meeting. Special meetings of the Members may be called by the President of the Association, by the Board, or by Members representing at least twenty percent (20%) of the total voting power of the Association unless otherwise required by law.

6.3 Place. Meetings of the Members will be held within the Subdivision or at a meeting place as close to the Subdivision as possible, as permitted by law and specified by the Board in writing.

6.4 Notice of Meetings. Written notice of all Members' meetings will be given by or at the direction of the Secretary of the Association or such other Persons as may be authorized to call the meeting, by mailing, e-mailing, or personally delivering a copy of the notice at least ten (10) but no more than sixty (60) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address or e-mail address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice must specify the place, day, time, and, for special meetings, general subject of the meeting.

6.5 Order of Business. The order of business at all meetings of the Members will be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Election of directors.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

6.6 Action Without Meeting. Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

ARTICLE 7 – BOARD OF DIRECTORS

7.1 Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors (“Board”). Each Director will have one equal vote. In the case of a Member that is not a natural Person, any officer, director, partner, member, manager, employee, or fiduciary of the Member will be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by the Member, provided that no Member may have more than one representative on the Board at a time.

7.2 Number. The number of Directors of the Association will be at least three (3) and not more than seven (7). The number of Directors authorized will be fixed as the Board may from time to time designate, or if no designation has been made, the number of Directors will be the same as the number of members of the initial Board as set forth in the Certificate of Formation. No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

7.3 Term. The initial Directors are those Persons identified in the Certificate of Formation. Except as otherwise set forth in these Bylaws and in the Declaration, each Director will serve a term of two (2) years and may serve an unlimited number of consecutive terms. At the conclusion of the scheduled term of the Persons appointed as the initial Directors by the Certificate of Formation, successor Directors will hold office for staggered terms of three (3) years, two (2) years, and one (1) year, respectively, until their successors are elected and qualified.

7.4 Reserved

7.5 Removal. Directors may be removed, with or without cause, by the Members at a special meeting of the Members duly called for that purpose. Notice of the meeting must be given to all Directors. If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

7.6 Vacancies. If the office of any Director becomes vacant for any reason, the remaining Directors will choose a successor to fill the unexpired term of the directorship being vacated at a special meeting called for that purpose. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.7 Compensation. With the prior approval of a majority of the voting power of the Members, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director’s duties.

7.8 Powers and Duties. The Board will have the powers and duties, and will be subject to the limitations on these powers and duties, as enumerated in the Restrictions.

7.9 Nomination and Election of Directors.

(a) **Nomination.** Members may appoint a nomination committee for the purpose of soliciting Members to serve as a member of the Board and presenting to the Members before the annual meeting a list of all the interested Members. At least ten (10) days before the Association disseminates any ballots to Members for purposes of voting in an election of a Director, the Association will provide Members notice soliciting candidates interested in running for a position on the Board and containing instructions and deadlines for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot. Members may be nominated and elected or appointed to the Board.

(b) **Election.** Directors are elected at the annual meeting of Members. Members or their proxies may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes will be elected. Cumulative voting is prohibited.

7.10 Standard of Care. Except as otherwise provided in the Declaration, elsewhere in these Bylaws, or in the Act, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Each member of the Board is liable as a fiduciary of the Owners for the Board member's acts or omissions.

7.11 Manager. If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties for successive one-year (1-year) periods only. The Manager will be subject to termination by either party with or without cause and without payment of a termination fee on no more than thirty (30) days' written notice. After a Manager has been appointed, no decision by the Association to manage its own affairs without a Manager will be effective unless and until approved by Members holding at least sixty-seven percent (67%) of the votes at the meeting called to consider the matter with the written consent of at least fifty-one percent (51%) of the Mortgagees.

ARTICLE 8 – OFFICERS

8.1 Enumeration of Officers. The Officers of the Association will be a President, a Secretary, and a Treasurer and may include one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. The Board may, by resolution, create any other offices it deems necessary or desirable.

8.2 Term. The Officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his successor is elected and qualified.

8.3 Resignation; Removal. Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal, except that the Board will have no authority to remove, and cannot remove, any Officer elected by Declarant.

8.4 Multiple Offices. Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

8.5 Compensation. Officers will receive compensation for services rendered to the Association as determined by the Board and approved by a majority of the voting power of the Members.

8.6 Duties, Obligations, and Authority of the Officers.

(a) **President.** The President of the Association will perform the following duties:

- (1) Preside over all meetings of the Members and of the Board.
- (2) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.
- (3) Call meetings of the Board whenever he deems it necessary in accordance with the Association Rules and on notice as required by the Declaration.
- (4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him by the Board.
- (5) Prepare, execute, certify, and have recorded all amendments to the Declaration made by the Association.

(b) **Vice President.** The Vice President of the Association, if any, will perform the following duties:

- (1) Act in the place of the President in the event of the President's absence, inability, or refusal to act.
- (2) Exercise and discharge any other duties as may be required of the Vice President by the Board, and in connection with any additional duties, the Vice President will be responsible to the President.

(c) **Secretary.** The Secretary of the Association will perform the following duties:

- (1) Keep a record of all meetings and proceedings of the Board and of the Members.
- (2) Keep the seal of the Association and affix it on all papers requiring the seal.
- (3) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (4) Keep appropriate current records showing the Members together with their addresses.
- (5) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
- (6) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

(d) **Treasurer.** The Treasurer of the Association will perform the following duties:

- (1) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (2) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (3) Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.
- (4) Prepare and distribute the financial statements for the Association required by the Declaration.

8.7 Qualification. Only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member.

8.8 Standard of Care. Except as otherwise provided in the Certificate of Formation, these Bylaws, or the Declaration, each Officer is liable as a fiduciary of the Owners for the Officer's acts or omissions.

ARTICLE 9 – NO PERSONAL LIABILITY; INDEMNIFICATION

9.1 No Personal Liability. To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- (a) A breach of the Director's or Officer's duty of loyalty to the Association or its Owners.
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.
- (c) A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.
- (d) An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute.

Any repeal or amendment of this Section by the Members of the Association will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted after these Bylaws, including but not limited to any subsequent amendment to the Texas Business Organizations Code.

9.2 Indemnification. The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 9.5) because the Person (a) is or was a Director or Officer of the Association or (b) while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

9.3 Rights Not Exclusive. The rights conferred in Section 9.2 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

9.4 Mandatory Indemnification. THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

9.5 Definition of Proceeding. As used in these Bylaws, the term “proceeding” means any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitral, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.6 Other. Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Owners, and the Board, the Officers, and the Manager will have no personal responsibility on any contract or commitment (except as Owners), and the liability of any Owner on a contract or commitment will be limited to the proportionate share of the total liability that each Owner shares with respect to Assessments.

ARTICLE 10 – MEETINGS OF DIRECTORS

10.1 Regular Meetings. Regular meetings of the Board will be held every other quarter at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings will be posted at a prominent place within the Common Area and Facilities.

10.2 Special Meetings. Special meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board. The notice will specify the time and place of the meeting and the nature of any special business to be considered. Written notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The written notice must be delivered personally, sent by mail, or sent by fax to each Director at the Director’s address as shown in the records of the Association. A copy of the notice will be posted in a prominent place or places in the Common Area and Facilities of the Subdivision at least three (3) days before the date of the meeting.

10.3 Quorum. A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

10.4 Voting Requirement. The act of a majority of Directors present in person or by proxy at a meeting at which a quorum is present at the time of the act will be the act of the Board unless any provision of any of the Restrictions requires the vote of a greater number.

10.5 Action Without Meeting. Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced

in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Director may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

10.6 Open Meetings. Regular and special meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

10.7 Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any business to be considered in executive session will first be announced in open session. Any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in the executive session.

10.8 Meeting Minutes. The Board will keep a record of each regular or special meeting of the Board in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

10.9 Notice to Members. Except for actions taken by the Board without a meeting under Section 10.5, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. Except for any portion of a meeting conducted in executive session, if a meeting is held by telephone conference or other electronic communication, notice will include instructions for how Members will access any telephonic or electronic communication. The notice must be (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting, or (2) provided at least seventy-two (72) hours before the start of the meeting by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision or, with the consent of the applicable Owner, on other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet

website maintained by the Association or other Internet media, and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a regular or special meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, unless done in an open meeting for which prior notice was given to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense, on the issue, (9) lending or borrowing money, (10) the adoption or amendment of a dedicatory instrument, (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%), (12) the sale or purchase of real property, (13) the filling of a vacancy on the board, (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or (15) the election of an officer.

ARTICLE 11 – BOOKS AND RECORDS

11.1 Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas.

11.2 Inspection. Records kept under Section 6.04(c) of the Declaration will be available for inspection and copying by any Member or any Director for any proper purpose.

ARTICLE 12 – GENERAL PROVISIONS

12.1 Amendment of Bylaws. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members by the affirmative vote in person or by proxy of Members representing two-thirds (2/3) of the Members; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Despite the preceding sentence, the percentage of affirmative votes necessary to amend a specific clause or provision will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. Further, the Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given to each Owner a document showing the specific amendment or other change that would be made to the Bylaws no earlier than sixty (60) days and no later than ten (10) days before the date of the meeting. The

information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.2 Notices.

(a) Any notice, demand, or other communication required to be given or to be served on any Person must be in writing. Unless otherwise required by law, the notice, demand, or other communication must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. Notices, demands, or other communications delivered by U.S. mail will be deemed given and received when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

(b) On the consent of any Person, notice from the Association may be given to the Person by electronic transmission. Any Person may specify the form of electronic transmission to be used to communicate notice. The Person may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (1) transmitted to a fax number provided by the Person for the purpose of receiving notice, (2) transmitted to an e-mail address provided by the Person for the purpose of receiving notice, (3) posted on an electronic network and a message is sent to the Person at the address provided by the Person for the purpose of alerting the Person of a posting, or (4) communicated to the Person by any other form of electronic transmission consented to by the Person.

12.3 Meetings by telephonic or electronic means. Directors and Members may participate in, and hold a meeting by means of, a telephone conference or other similar remote- or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable

measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

12.4 Rules.

(a) The initial Association Rules, if, as, and when adopted, will be effective until amended or supplemented by the Board of Directors, and are in addition to any rules and regulations or other restrictions on use set forth in the Declaration.

(b) Subject to Section 12.1, the Board, under these Bylaws and the Declaration, reserves the power to establish, make, and enforce compliance with any additional Association Rules as may be necessary for the operation, use, and occupancy of the Subdivision with the right to amend them from time to time, provided they do not conflict with this Declaration. Copies of these Association Rules must be furnished to each Owner before the date when they become effective. If any proposed amendment to the Association Rules would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.5 Abatement and Enjoinment. The violation of any Association Rule promulgated by the Board, or the breach of any of these Bylaws, or the breach of any provision of the Declaration will give the Board the right, in addition to any other rights set forth in the Declaration or in these Bylaws, to do the following:

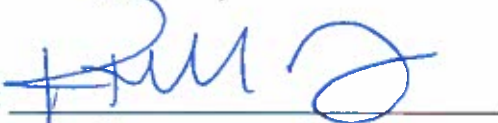
(a) To enter the Lot in which, or as to which, the violation or breach exists and to (1) summarily abate and remove, at the expense of the Owner of the defaulting Lot, any Person, structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the Declaration or these Bylaws, and the Board will not be deemed guilty in any manner of trespass, and (2) expel, remove, and put out such Person, structure, thing, or condition, using any force as may be necessary in so doing, without being liable to prosecution or any damages.

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

12.6 Attestation. Adopted by the Board, on April 22, 2019, and to be effective when recorded in the real property records of Lubbock County, Texas.

ATTEST: 
Kevin Reed, Director

ATTEST: 
Marc McDougal, Director

ATTEST: 
Keith McNeese, Director



DECLARATION OF RESTRICTIVE COVENANTS

Milwaukee Office Park

(Primrose Pointe Addition, Tracts H-1 through H-10)

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made by **JM Milwaukee, LC**, a Texas limited liability company ("Declarant").

RECITALS

Declarant is the sole owner of any portion of the real property located in Lubbock, Texas, described as and constituting any part of **Tracts H-1 through H-10, Primrose Pointe Addition** ("Subdivision"), one or more subdivisions recorded or to be recorded in Lubbock, Lubbock County, Texas.

Declarant imposes on the real property certain protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Subdivision.

All of the Property (defined below) will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner.

Each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether they are set forth or referred to in the contract or deed.

ARTICLE 1 – DEFINITIONS

Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings:

1.01 Architectural Committee. "Architectural Committee" means the committee created according to these restrictions to review and approve or deny plans for the construction of Improvements on the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

1.03 Assessment. "Assessment" or "Assessments" means assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.04 Association. "Association" means and refers to Milwaukee Business Park Owners Association, Inc., a Texas nonprofit corporation.

1.05 Association Rules. "Association Rules" means the rules and regulations adopted by the Board, as amended from time to time.

1.06 Board. "Board" means the Board of Directors of the Association.

1.07 Builder. "Builder" means any professional builder that purchases Lots within the Subdivision solely for the purpose of constructing garden offices on the Lots for sale to third-party buyers.

1.08 Bylaws. "Bylaws" means the Bylaws of the Association, which may be adopted by the Board, as amended from time to time.

1.09 Certificate of Formation. "Certificate of Formation" means the Certificate of Formation of the Association that may be filed in the office of the Secretary of State of the State of Texas, if the Association is formed, and as amended from time to time.

1.10 City. "City" means Lubbock, Texas.

1.11 Common Area and Facilities. "Common Area and Facilities" means any Lots and other properties designated by Declarant and conveyed to the Association, if formed, along with any exclusive easements and other areas granted to Declarant or the Association and maintained for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association, if formed, the Owners, or to any public agency, authority, or utility from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02, additional Common Area and Facilities may be designated.

1.12 Declarant. "Declarant" means JM Milwaukee, LC, a Texas limited liability company, its duly authorized representatives or their successors or assigns. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.13 Declaration. "Declaration" means this instrument as amended from time to time.

1.14 Improvement. "Improvement" means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15 [Reserved]

1.16 Lot. "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Declaration of Restrictions – Milwaukee Business Park (Primrose Pointe, Tracts H-1 through H-10)

Subdivision, together with all Improvements located on the parcel or parcels.

1.17 Masonry. "Masonry" means stucco, stone (natural, precast, or manufactured), and brick, but excluding fiber-cement siding, stone veneer, or other siding materials.

1.18 Member. "Member" or "Members" means any Person(s) holding membership rights in the Association.

1.19 Mortgage. "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.20 Mortgagee. "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.21 Owner. "Owner" or "Owners" means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.22 Person. "Person" or "Persons" means any individual(s), entity, or entities having the legal right to hold title to real property.

1.23 Plans and Specifications. "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.24 Plat. "Plat" or "Plats" means the subdivision plat of Tracts H-1 through H-10, Primrose Pointe Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in CCFN 2018046645, Official Property Records of Lubbock County, Texas, as amended from time to time.

1.25 Property. "Property" means all of the real property now or later constituting any portion, phase, or section of the Subdivision.

1.26 Restrictions. "Restrictions" means this Declaration, as amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate of Formation, and Bylaws.

1.27 Subdivision. "Subdivision" has the meaning set forth above.

1.28 Temporary Office. "Temporary Office" means any temporary construction or marketing trailer, office, or building installed or constructed by Declarant or any Builder on any Lot owned by Declarant or the Builder, respectively, that is used for the storage of equipment or for office, administrative, sales, or marketing purposes during the construction and sale of Lots and Improvements within the Subdivision.

ARTICLE 2 – DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas and develop some of the Property.

2.02 Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, Declarant will be required only to record in the real property records of Lubbock, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which must include the book and page numbers, document numbers, or film codes of the real property records of Lubbock County, Texas, in which this Declaration is recorded.
- (b) A statement that the provisions of this Declaration will apply to the added land.
- (c) A legal description of the added land.

ARTICLE 3 – GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01 Subdividing. No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

3.02 Hazardous Activities. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

3.03 Insurance Rates. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04 Mining and Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.05 Noise and Nuisances. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) will be located, used, or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is

offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has the approval of the Architectural Committee).

3.06 Animals; Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal considered to be a domestic household pet within the ordinary meaning and interpretation of these words may be kept, maintained, or cared for on the Property. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance. Any domestic pets temporarily visiting the Property must be confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large.

3.07 Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity or the Association.

3.08 Maintenance; Mowing. Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. The Association may, but shall not be required to, contract for the common maintenance of landscaping in the Subdivision, and may assess for such cost. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. Declarant, the Association, and the Architectural Committee have the right at any reasonable time to enter on any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot in the same manner as provided for the Association in Section 6.04(e).

3.09 Antennas. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Committee's written consent.

3.10 Signs. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Committee; otherwise, signs must conform to City standards.

3.11 Water and Other Tanks. The Architectural Committee has the right to approve the location of any tank used or proposed in connection with a structure, including tanks for the storage of fuel, water, or oil. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot, including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Architectural Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.

3.12 [Reserved]

3.13 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure will be placed on the Property without the prior written approval of the Architectural Committee; however, Temporary Offices and temporary structures necessary for the storage of tools and equipment or for office space for architects, Builders, and foremen during actual construction may be maintained with Declarant's approval, approval to include the nature, size, duration, and location of the Temporary Office or structure.

3.14 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from an adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets, soccer goals or portable basketball goals), and garden-maintenance equipment must be kept at all times, except when in use, in enclosed structures or screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. No automobiles or other above-mentioned articles or vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view. No (a) racing vehicles or (b) other vehicles (including but not limited to motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

3.15 Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.16 Compliance with the Restrictions. Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee, the Board on behalf of the Association, an aggrieved Owner, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

3.17 Liability of Owners for Damage to Common Area and Facilities. No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area and Facilities without the prior written approval of the Board. Each Owner is liable to the Declarant, the Association, the Owners, or any public agency, authority, or utility if the Common Area and

Facilities have been dedicated or otherwise conveyed to any of these parties, for any and all damages to (a) the Common Area and Facilities or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any tenant or other occupant of the Owner's Lot, or any guest or invitee of the Owner. The full cost of all repairs of the damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectable in the same manner as provided for in Section 8.06, including but not limited to foreclosure of the lien.

3.18 [Reserved]

3.19 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

ARTICLE 4 – USE AND CONSTRUCTION RESTRICTIONS

4.01 Approval for Construction. No Improvements will be constructed on any Lot without the prior written approval of the Architectural Committee.

4.02 Garden Office Use. All Lots, unless dedicated to the Association as Common Area and Facilities, will be improved and used solely for garden office use, inclusive of fencing, and other Improvements as are necessary or customarily incident to such use. Residential use is prohibited.

4.03 [Reserved]

4.04 Structure Height. No structure greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.05 Fences and Sidewalks and Sight-Line Obstruction. Unless otherwise approved by the Architectural Committee, all fences on Lots must be seven (7') feet in height and must be constructed with wooden pickets and with treated wooden railings and posts. The Architectural Committee has the right to approve deviations from these requirements relating to the style and materials to be used based on the location of the Property. It is the intent to maintain visual continuity, especially along streets. In no event will any fence or wall be erected, placed, or altered on a Lot nearer to the front street than the front wall of the garden office that is located on the Lot. The Owner of each Lot must construct, at its sole cost and expense and before occupying any improvement located on the Lot, a sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on the Owner's Lot.

4.06 Structure Size; Building Materials. All one-story structures will contain at least thirty-five hundred (3,500) square feet of enclosed space, exclusive of porches (open or covered) and decks. All two-story structures will contain at least sixty-five hundred (6,500) square feet of enclosed space, exclusive of porches (open or covered) and decks. All building materials must be approved by the Architectural Committee, and only new building materials (except for used brick) will be used for constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited. Other roofing materials may be used with the Architectural Committee's written consent, which may specify a minimum quality or grade of materials. All projections from a structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must match the color of the surface from which they project, or must be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) will be used on exterior surfaces (other than surfaces of hardware fixtures), including but not limited to the exterior surfaces of any Improvements.

Eighty percent (80%) of the front and sides of the exterior walls of all structures must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work.

Garages are prohibited on any Lot.

4.07 Alteration or Removal of Improvements. Any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, will be performed only with the prior written approval of the Architectural Committee.

4.08 Garbage Containers. The Architectural Committee has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash-collection service. The Associate has the right to do so for any common-use garbage containers.

4.09 Drainage. There will be no interference with the established drainage patterns over any of the Property, except by Declarant or any Builder, unless adequate provision is made for proper drainage and the Architectural Committee approves the provision.

4.10 Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good-faith judgment, the Architectural Committee will have the authority to seek an injunction to stop the construction. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

4.11 Landscaping. The front and side yards of all Lots, from the front wall of the office, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other sod, drought-resistant landscaping, or water-conserving natural turf approved by the Architectural Committee

EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY, OR FITNESS FOR INTENDED PURPOSES OF ANY TREES OR SHRUBS LOCATED ON A LOT.

ARTICLE 5 – COMMON AREA AND FACILITIES

5.01 Common Area and Facilities. No land within any Common Area and Facilities will be improved, used, or occupied, except in the manner approved by Declarant, in its sole and absolute discretion. This required approval will extend to the nature and type of use, occupancy, and improvement. Declarant may, by written instrument, delegate its right to grant this approval to the Board. Access to any Common Area and Facilities may be limited to Persons currently paying Assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to nonowners, all on the terms and conditions determined by Declarant in its sole and absolute discretion.

5.02 Maintenance. Declarant may, but will not be obligated to, in its sole discretion, maintain the Common Area and Facilities at its own cost and expense. If Declarant elects not to maintain the Common Area and Facilities, maintenance of any Common Area and Facilities will be the obligation of the Association and will be governed by Section 6.05, and Assessments may be levied on the Owners under Article 8. Under no circumstances will Declarant be liable to the Owners, the Association, or any other Person for maintaining or failing to maintain the Common Area and Facilities.

5.03 Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), Declarant, or the Association, if applicable, will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other Persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of Declarant, or, if applicable, deposited with the Association. The Association, if applicable, in addition to the general powers set forth in this Declaration, will have the sole authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

ARTICLE 6 – THE ASSOCIATION

6.01 Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the written consent of at least ninety percent (90%) of the Members entitled to vote.

6.02 Membership. Any Person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

6.03 Voting Rights. There will be two classes of membership for the purpose of voting on any Association matter. The Class A Members will include each Owner (excluding Declarant) of a Lot within the Property, and each Owner will have one (1) vote for each Lot owned. The Class B Member will be Declarant, and Declarant will have ten (10) votes for each Lot it owns. The Class B Membership will convert to a Class A Membership when (a) Declarant has conveyed all Lots to owners or (b) Declarant voluntarily converts the Class B Membership to a Class A Membership by written instrument recorded in the real property records of Lubbock, Texas, whichever occurs first.

6.04 Powers and Authority of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

(a) **Rules and Bylaws.** To make, establish, promulgate, amend, repeal, and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, provided that they do not conflict with this Declaration.

(b) **Insurance.** To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) **Records.** To keep books and records, including financial records, of the Association's affairs.

(d) **Assessments.** To levy Assessments as provided in Article 8. An Assessment is defined as the amount that must be levied in the manner and against the property set forth in Article 8 in order to raise the total amount for which the levy in question is being made.

(e) **Right of Entry and Enforcement.** To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association will have the power and authority from time to time, in its own name

and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, any Builder, and any of their respective successors and assigns.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

6.05 Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

(a) To accept, own, operate, and maintain all Common Area and Facilities that may be conveyed or leased to it by Declarant, together with all Improvements of any kind and for any purpose that may be located in those areas, and to accept, own, operate, and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.

(b) To pay all real property taxes, personal-property taxes, and other taxes and Assessments levied on or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that the taxes and Assessments are not levied directly on the Members of the Association. The Association will have all rights granted by law to contest the legality of the amount of the taxes and Assessments.

(c) To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area and Facilities. This insurance will be in an amount as the Board deems appropriate.

ARTICLE 7 – ARCHITECTURAL COMMITTEE

7.01 Membership of Architectural Committee. The Architectural Committee will consist of not more than two (2) voting Members (“Voting Members”) and any additional nonvoting Members serving in an advisory capacity (“Advisory Members”) that the Voting Members deem appropriate. The following Persons are designated as the initial Voting Members of the Architectural Committee: Kevin Reed and Marc McDougal.

7.02 Action by Architectural Committee. Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

7.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

7.04 Term. Each Voting Member of the Architectural Committee will hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining Voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated.

7.05 Declarant’s Rights of Appointment. Declarant and its successors or assigns will have the right to appoint and remove all Voting Members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. After the Declarant delegates this right, the Board will have the right to appoint and remove all Voting Members of the Architectural Committee.

7.06 Adoption of Rules. The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, that it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

7.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole discretion, are relevant. Except as otherwise specifically provided in this Declaration, before the commencement of any construction of any Improvement on the Property or any portion of it, the Plans and Specifications must be submitted to the Architectural Committee, and construction may not commence unless and until the Architectural Committee has approved the Plans and Specifications in writing. The Architectural Committee will consider and act on any and all Plans and Specifications submitted for its approval under this Declaration and perform the other duties assigned to it by this Declaration or as from time to time assigned to it by the Board. The Architectural Committee may also inspect any construction in progress to ensure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and any other information it deems proper. Until the Architectural Committee receives any information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee will have the authority to disapprove any proposed Improvement based on the restrictions set forth in the preceding sentence and the decision of the Architectural Committee will be final and binding if it is made in good faith. The Architectural Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the Architectural Committee is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, structure size, Masonry requirements, fences, and setbacks, and the decision will be binding on all Owners of Property encumbered by this

Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by at least two (2) of the Voting Members of the Architectural Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.

7.09 Actions of the Architectural Committee. The Architectural Committee may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of a designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting will constitute an act of the Architectural Committee. Despite anything to the contrary, if the Architectural Committee fails to respond to a request for approval of Plans and Specifications within fourteen (14) days of receiving all required information, the Architectural Committee will be deemed to have approved the Plans and Specifications.

7.10 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

7.11 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

7.12 Address. Plans and Specifications will be submitted to the Architectural Committee at P.O. Box 64756, Lubbock, TX 79464 or at any other address as may be designated from time to time.

7.13 Fees. The Architectural Committee will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 8 – FUNDS AND ASSESSMENTS

8.01 Assessments.

(a) The Association may from time to time levy Assessments against each Lot regardless of whether that Lot has been improved with a completed garden office. The level of Assessments will be equal and uniform between all Lots. Neither the Declarant nor any Builder will be charged Assessments.

(b) When the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment will be prorated as of the date when the obligation first arose in proportion to the amount of the Assessment year or other period remaining after that date.

(c) Each unpaid Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot and all Improvements on it. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

8.02 Maintenance and Reserve Funds. The Board will establish a maintenance fund and a self-sustaining reserve fund; all moneys paid to the Association will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, repair, and maintenance of all Common Area and Facilities. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8.03 Regular Annual Assessments. Before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Restrictions, which will be limited to the costs incurred in exercising the powers granted to the Association in Section 6.04, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration, and the level of Assessments set by the Board will be final and binding if it is made in good faith. All regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in any other manner as the Board may designate in its sole and absolute discretion. In no event will the maximum regular annual Assessments per Lot be increased by more than five percent (5%) per year, unless approved by at least two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, with the same quorum as required for Special Assessments.

8.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments to enable the Board to carry out the mandatory functions of the Association under the Restrictions on the approval of at least two-thirds (2/3) of the Members at a meeting called for that purpose, by adequate notice, with at least fifty percent (50%) of the Members or their proxies present at the meeting. If fifty percent (50%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for the second meeting will be thirty percent (30%) of the Members or their proxies.

8.05 Owner's Personal Obligation for Payment of Assessments. The regular Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the Assessment's due date, together with all costs and expenses of collection, including reasonable attorney fees.

8.06 Assessment Lien and Foreclosure. All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 8.05 and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner

Declaration of Restrictions – Milwaukee Business Park
(Primrose Pointe, Tracts H-1 through H-10)

and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Lubbock, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(a) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

(b) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

8.07 Association Budget Deficits. If, at any time during the five-year (5-year) period following the date this Declaration is recorded, the amounts collected by the Association under this Article prove inadequate to fund the Association's obligations under this Declaration, then Declarant will be obligated to fund the deficits in the Association's budget until there are enough Members of the Association regularly paying Assessments in order to provide the Association with sufficient funds to satisfy the Association's obligations and fund the Association's budget, including reasonable reserves.

ARTICLE 9 – EASEMENTS

9.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration and will be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public-utility purposes (including but not limited to gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which easements will have a maximum width of ten (10) feet (however, easements alongside yard lot lines will straddle the lot lines with five (5) feet on each of the adjoining Owner's Lots).

9.02 Installation and Maintenance. There is by this Declaration created, for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities (including but not limited to water, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. Despite any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing services to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove all trees and other obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on portions of the Property abutting the easements. If the City is required to remove any trees or other obstructions in order to accomplish any authorized governmental business within the Property, then the City may assess the reasonable costs and expenses required for the removal to the Association, and the Association will be reimbursed, on written demand, for all costs and expenses from the Owner of the Lot(s) on which the obstructions were located. Any reimbursement required to be paid by any Owner under this Declaration will be deemed a regular Assessment of the Owner and will be paid in accordance with, and secured by the lien described in, Article 8.

9.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

9.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, Declaration of Restrictions – Milwaukee Business Park
(Primrose Pointe, Tracts H-1 through H-10)

servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

9.05 Common Area and Facilities. Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Area and Facilities, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

- (a) The right of the Association, after notice and hearing if required by law, to suspend the Owner's right to use the Common Area and Facilities for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association.
- (b) The right of Declarant or the Association, as applicable, to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by Declarant, in its sole discretion, or, in the case of the Association, approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, with the same quorum as required for Special Assessments.
- (c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance of this purpose, to mortgage the Common Area and Facilities, all in accordance with the Certificate of Formation and Bylaws.
- (d) The right of Declarant or the Association, as applicable, to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities.
- (e) The right of Declarant or the Association, as applicable, to contract for services with third parties on any terms as Declarant or the Association may determine.

9.06 Self-Help Easement. Each Owner grants to the Association an easement on, over, and across its Lot for purposes of curing any violation of the restrictions, covenants, and obligations set forth in this Declaration, including but not limited to a violation of its obligation to maintain its septic system according to Section 3.12.

ARTICLE 10 – MISCELLANEOUS

10.01 Term. This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the real property records of Lubbock, Texas, and will continue in effect for a period of thirty (30) years, after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 10.02.

10.02 Amendment; Extinguishment. This Declaration may be amended or extinguished only in accordance with the provisions of this Section. All provisions of this Declaration may be amended or extinguished by the recording in the real property records of Lubbock, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that the amendment or extinguishment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast under Section 6.03.

10.03 Notices. Any notice permitted or required to be given by this Declaration must be in writing. Unless otherwise required by law, the notice must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. If delivery is by U.S. mail, the notice will be deemed to have been given when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

10.04 Governing Law. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

10.05 Exemption of Declarant. Despite any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

10.06 Nonliability of Architectural Committee and Board Members. The Architectural Committee, the Board, and their members will not be liable to the Association or to any Owner or to any other Person for any loss, damage, or injury arising from their being in any way connected with the performance of the Architectural Committee's or the Board's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee, the Board, or their members, as the case may be.

10.07 Assignment of Declarant. Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.

10.08 Enforcement; Nonwaiver. Except as otherwise provided in this Declaration, any Owner at its own expense, Declarant, the Association, and the Board will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the

violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

- (a) The imposition of a special charge not to exceed Twenty-Five Dollars (\$25.00) per violation.
- (b) The suspension of the Owner's rights to use any Common Area and Facilities or other Association property so long as a violation exists.
- (c) The right to cure or abate the violation and to charge any related expenses to the Owner.
- (d) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorney fees and court costs. Before the Board may invoke the remedies provided above, it must give notice of the alleged violation to the Owner in the manner specified in Section 10.03 and must give the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested, after the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all Improvements on it. The liens will be prior to any declaration of homestead and the Association may enforce payment of the special charges in the same manner as provided in Article 8. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments.

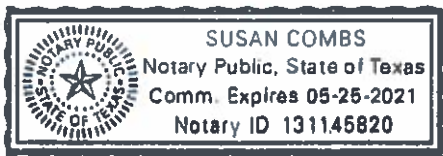
10.09 Construction. The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

EXECUTED as of April 15, 2019.

DECLARANT:
JM Milwaukee, LC, a Texas limited liability company

By: [Signature]
Mont McClendon, Manager

By: [Signature]
Kevin Reed, Manager



Acknowledgement

This instrument was acknowledged before me on April 15, 2019, by Mont McClendon, Manager and Kevin Reed, Manager of JM Milwaukee, LC, a Texas limited liability company on behalf of said entity.

[Signature]
Notary Public – State of Texas

2020

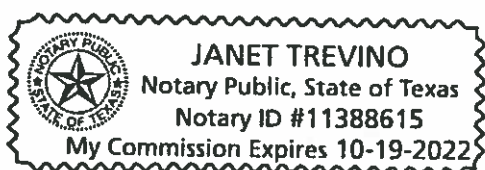
IN WITNESS WHEREOF, the said Wellington State Bank has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on March 27, 2019.

By: John [Signature]

Printed Name: STEPHEN LIVINGSTON

Title: VP. LENDING

This instrument was acknowledged before me on March 27, 2019, by Stephen Livingston, as Vice President of Wellington State Bank, and in the capacity therein stated.




Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
04/16/2019 02:09 PM
FEE: \$66.00
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