



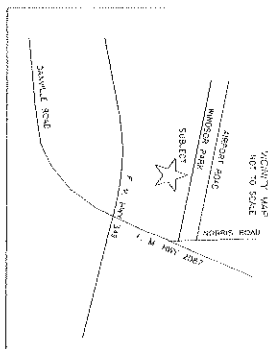
STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF KILGORE  
SUBDIVISION OF LAND  
WINDSOR PARK SOUTH  
A SUBDIVISION OF 27.510 ACRES OF LAND  
29 LOTS - 23.419 ACRES OF LAND  
ROAD DEDICATION - 3.691 ACRES OF LAND  
C. R. FLOYD SURVEY, A-72  
GREGG COUNTY, TEXAS  
Being a Subdivision of a 27.510 acre part of the  
Survey of 200.000 Acres of Land, more or less,  
containing 200.000 Acres of Land, more or less,  
and containing 200.000 Acres of Land, more or less,  
as shown on the plat of said Survey, filed for record  
in the Public Records of the County of Dallas, Texas,  
Book 10, Page 100.



LINE	BEARING	LENGTH	CORNER	BEARING	LENGTH	CORNER
1	N 44° 01' 12" E	15.05	1	N 44° 01' 12" E	15.05	2
2	N 78° 43' 04" E	61.92	2	N 78° 43' 04" E	61.92	3
3	N 02° 23' 02" E	22.25	3	N 02° 23' 02" E	22.25	4
4	N 77° 48' 52" W	11.25	4	N 77° 48' 52" W	11.25	5
5	S 38° 45' 42" W	15.37	5	S 38° 45' 42" W	15.37	6
6	E 18° 59' 17" W	82.51	6	E 18° 59' 17" W	82.51	7
7	N 44° 01' 12" E	15.05	7	N 44° 01' 12" E	15.05	8
8	N 78° 43' 04" E	61.92	8	N 78° 43' 04" E	61.92	9
9	N 02° 23' 02" E	22.25	9	N 02° 23' 02" E	22.25	10
10	N 77° 48' 52" W	11.25	10	N 77° 48' 52" W	11.25	11
11	S 38° 45' 42" W	15.37	11	S 38° 45' 42" W	15.37	12
12	E 18° 59' 17" W	82.51	12	E 18° 59' 17" W	82.51	13
13	N 44° 01' 12" E	15.05	13	N 44° 01' 12" E	15.05	14
14	N 78° 43' 04" E	61.92	14	N 78° 43' 04" E	61.92	15
15	N 02° 23' 02" E	22.25	15	N 02° 23' 02" E	22.25	16
16	N 77° 48' 52" W	11.25	16	N 77° 48' 52" W	11.25	17
17	S 38° 45' 42" W	15.37	17	S 38° 45' 42" W	15.37	18
18	E 18° 59' 17" W	82.51	18	E 18° 59' 17" W	82.51	19
19	N 44° 01' 12" E	15.05	19	N 44° 01' 12" E	15.05	20
20	N 78° 43' 04" E	61.92	20	N 78° 43' 04" E	61.92	21
21	N 02° 23' 02" E	22.25	21	N 02° 23' 02" E	22.25	22
22	N 77° 48' 52" W	11.25	22	N 77° 48' 52" W	11.25	23
23	S 38° 45' 42" W	15.37	23	S 38° 45' 42" W	15.37	24
24	E 18° 59' 17" W	82.51	24	E 18° 59' 17" W	82.51	25
25	N 44° 01' 12" E	15.05	25	N 44° 01' 12" E	15.05	26
26	N 78° 43' 04" E	61.92	26	N 78° 43' 04" E	61.92	27
27	N 02° 23' 02" E	22.25	27	N 02° 23' 02" E	22.25	28
28	N 77° 48' 52" W	11.25	28	N 77° 48' 52" W	11.25	29
29	S 38° 45' 42" W	15.37	29	S 38° 45' 42" W	15.37	30
30	E 18° 59' 17" W	82.51	30	E 18° 59' 17" W	82.51	31

LINE	BEARING	LENGTH	CORNER	BEARING	LENGTH	CORNER
1	N 44° 01' 12" E	15.05	1	N 44° 01' 12" E	15.05	2
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14	N 78° 43' 04" E	61.92	14	N 78° 43' 04" E	61.92	15
15	N 02° 23' 02" E	22.25	15	N 02° 23' 02" E	22.25	16
16	N 77° 48' 52" W	11.25	16	N 77° 48' 52" W	11.25	17
17	S 38° 45' 42" W	15.37	17	S 38° 45' 42" W	15.37	18
18	E 18° 59' 17" W	82.51	18	E 18° 59' 17" W	82.51	19
19	N 44° 01' 12" E	15.05	19	N 44° 01' 12" E	15.05	20
20	N 78° 43' 04" E	61.92	20	N 78° 43' 04" E	61.92	21
21	N 02° 23' 02" E	22.25	21	N 02° 23' 02" E	22.25	22
22	N 77° 48' 52" W	11.25	22	N 77° 48' 52" W	11.25	23
23	S 38° 45' 42" W	15.37	23	S 38° 45' 42" W	15.37	24
24	E 18° 59' 17" W	82.51	24	E 18° 59' 17" W	82.51	25
25	N 44° 01' 12" E	15.05	25	N 44° 01' 12" E	15.05	26
26	N 78° 43' 04" E	61.92	26	N 78° 43' 04" E	61.92	27
27	N 02° 23' 02" E	22.25	27	N 02° 23' 02" E	22.25	28
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30	E 18° 59' 17" W	82.51	30	E 18° 59' 17" W	82.51	31

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Book 10, Page 100.



FINAL SUBDIVISION PLAT OF  
WINDSOR PARK SOUTH  
A SUBDIVISION OF 27.510 ACRES OF LAND  
29 LOTS - 23.419 ACRES OF LAND  
ROAD DEDICATION - 3.691 ACRES OF LAND  
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Book 10, Page 100.

DATE 2/27/13 SCALE 1"=200' DRAWN BY J.S.

CIC Page: 95



AMENDMENT TO  
COVENANTS AND RESTRICTIONS  
ON AND FOR  
WINDSOR PARK ADDITION SOUTH  
A RESTRICTED ADDITION

STATE OF TEXAS

\*

COUNTY OF GREGG

\* KNOW ALL MEN BY THESE PRESENTS

\*

CITY OF KILGORE

\*

\*

## BACKGROUND

A. The Covenants and Restrictions on and for Windsor Park Addition South (sometimes called Windsor Park South Addition) ("Covenants and Restrictions") were established by the Developer, WINDSOR PARK LAND DEVELOPMENT, LLC, by document dated May 4, 2013 and recorded in the Official Public Records of Gregg County, Texas under Clerk's File No. GCC201308630

B. The DEVELOPER did not include in the Covenants and Restrictions a provision for an annual assessment, which it intended to, and the parties hereto wish to amend the Covenants and Restrictions to provide for an annual assessment and liens to secure them.

C. The Covenants and Restrictions provide in Paragraph 26 that "The conditions, restrictions, stipulations and agreements contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of 30 of the 32 lots, and unless said amendment is recorded in the Official Records of Gregg County, Texas and the City of Kilgore, Texas," and the parties hereto wish to amend the Covenants and Restrictions by the written consent of the parties hereto, owning at least 30 of the 32 lots.

D. The actual plat recorded for Windsor Park Addition South at GCC201307976 of the Official Public Records of Gregg County, Texas, and also in Cabinet C, Page 95 of the Plat Records of Gregg County, Texas only show 29 lots, but show 3 lots labeled "future development" which are considered to be part of the subdivision for all purposes, including thereby 32 lots in the subdivision.

NOW THEREFORE, in consideration of the mutual benefits flowing between the undersigned and in conformity with Paragraph 26 of the Covenants and Restrictions the undersigned, being the owners of at least 30 of the 32 lots in Windsor Park Addition South do hereby agree to amend the Covenants and Restrictions by adding to the end of Paragraph 8. "ARCHITECTURAL CONTROL COMMITTEE," the following paragraph:

"The Architectural Control Committee is hereby granted the authority to establish and collect regular assessments, up to \$300.00 per year per lot not owned by Developer, to defray expenses attributable to the Committee for maintenance of entry signs, area lighting, minor landscaping, and to promote the recreation, health, safety, and welfare of all of the owners in Windsor Park Addition South. An assessment is a personal obligation of each owner of each lot in Windsor Park Addition South. The Architectural Control Committee has the authority to file liens against the lot for the non-payment of a newly levied assessment. By acceptance of a deed to a lot, each owner grants a lien against the lot, together with the power of sale, to the Architectural Control Committee to secure assessments, and for attorney's fees and costs arising out of enforcement actions and foreclosure of the Architectural Control Committee's lien. The lien granted and reserved to the Architectural Control Committee is subordinate to any voluntary lien granted by an owner against a lot.

Except as amended herein, the Covenants and Restrictions on and for Windsor Park Addition South are hereby ratified in their entirety. This Amendment shall be effective as to all lots from May 7, 2013 and shall be effective as to any and all lots sold by Developer after that date.

AGREED AND ACCEPTED TO:

OWNER OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, ~~14~~, 16, 17, 20, 21, 22, 25, 27, 28, 29, 30, 31 and 32

WINDSOR PARK LAND DEVELOPMENT, LLC

BY:   
KENNETH MOBBS, MANAGER

STATE OF TEXAS

County of Gregg

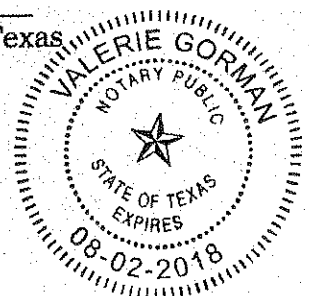
Before me the undersigned Notary Public, on this day personally appeared Kenneth Mobbs, Manager of Windsor Park Land Development, LLC and acknowledged to me that he executed the above instrument for the purpose and consideration therein expressed and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL of Office this:

February 23 2017  
Date


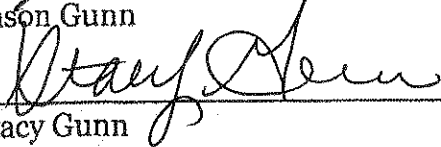
Valerie Gorman  
Notary Public in and for The State of Texas

My Commission Expires 8/2/18

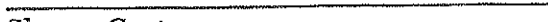
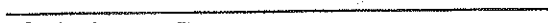


ACCEPTED AND AGREED TO:

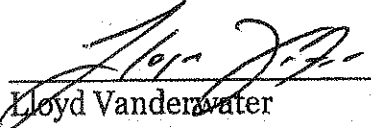
OWNER(S) OF LOT 6

  
Jason Gunn  
  
Stacy Gunn

OWNER(S) OF LOT 15

  
Shawn Carter  
  
Christie W. Carter

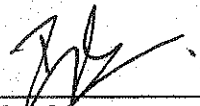
OWNER(S) OF LOT 14

  
Lloyd Vandewater

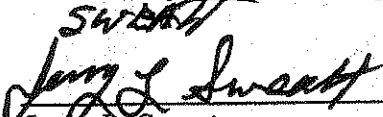
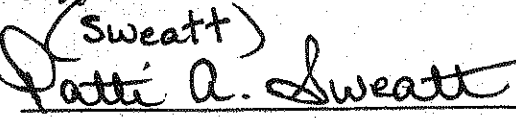
OWNER(S) OF LOT 18

  
Amy Michelle Mims


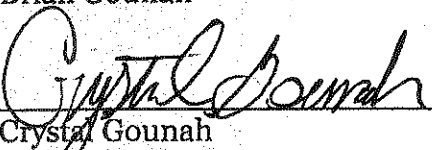
OWNER(S) OF LOT 19

  
Sotcheckate Keo

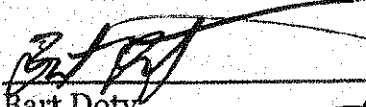
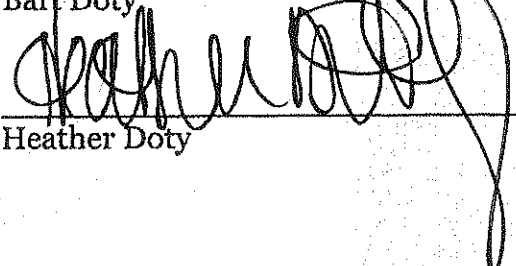
OWNER(S) OF LOT 23

  
Jerry L. Sweat  
(Sweatt)  
  
Patti A. Sweat  
(Sweatt)

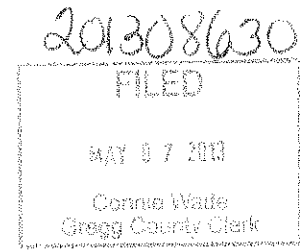
OWNER(S) OF LOT 24

  
Brian Gounah  
  
Crystal Gounah

OWNER(S) OF LOT 26

  
Bart Doty  
  
Heather Doty

COVENANTS AND RESTRICTIONS  
ON AND FOR  
WINDSOR PARK ADDITION SOUTH  
A RESTRICTED ADDITION



STATE OF TEXAS                   \*  
  \* KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF GREGG               \*  
  \*  
CITY OF KILGORE                 \*

WINDSOR PARK LAND DEVELOPMENT, LLC, hereinafter termed DEVELOPER, being the owner of all the property constituting the WINDSOR PARK SOUTH ADDITION (The Addition), as shown by plat of record in the       , Gregg County, Texas, does hereby impress said property with the following restrictive covenants and conditions binding on each lot owner for the purpose of providing a uniform building program upon said property and to insure the present and future owners that said property will be developed into a desirable residential area:

**1.     RESTRICTED RESIDENTIAL AREA**

The restrictive covenants herein contained shall apply equally to all lots and to every residence erected upon every lot in WINDSOR PARK ADDITION SOUTH, according to the plat thereof recorded in the    Survey in Gregg County, Texas.

**2.     LAND USE**

No lot shall be used except for residential purposes. No building or structure shall be erected on any individual lot other than one single family dwelling and its customary and usual accessory structures, except as specifically prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartments, commercial, and professional uses (except for the initial construction and sale of single-family dwellings), drilling for oil, gas or other minerals or placing or maintaining on the premises any equipment, property, or structure of any kind incident to any oil, gas or other mineral operation. The storage of automobiles, road building equipment, trucks, or other machinery for the purposes of operating a contracting service or similar business from the residence is expressly prohibited.

No retail business or other business involving the regular presence on the premises or within The Addition of customers, clients, patients, etc., shall be in operation on any lot with the subdivision.

### **3. STRUCTURAL RESTRICTIONS**

All construction on all lots must be approved by the Architectural Control Committee. Any building erected on any individual lot shall be of a traditional, well established architectural style and shall have exterior wall construction material comprising at least seventy (70) percent of the total exterior wall area of brick or brick veneer, stone or stone veneer. It is provided, however, that the Architectural control committee shall have the discretionary authority to approve variances in the use and type materials if such design is deemed in keeping with the architectural quality of the subdivision. Exterior wall material exclusive of the required masonry above shall be of standard structure. All mailboxes shall be constructed of brick or stone matching the residence. Lettering on mailboxes and signs must be of professional quality.

All shops and/or storage buildings must be built on site, and the front of the building must match the exterior of the house.

No building in excess of two and one-half (2-1/2) stories in height shall be erected on any individual lot.

No antenna (shortwave, CB, TV, etc.) may be erected on any lot closer to the street than the front of the house or that is higher in space than 50 feet above the ground on which the residence is located.

All utilities shall be underground. All houses and structures must be completed within 9 months from the commencement of construction.

### **4. GARAGES**

Each dwelling erected will include a minimum of a two-car garage and such garage shall be a side-entry, not facing the existing street. The garage shall be constructed with a minimum width of 18 feet. All garages shall be a part of the residence or shall be attached thereto by a breezeway or porte-cochere. Such garages shall not be enclosed as additional living area. It is provided, however, that the Architectural Control Committee shall have the authority to approve variances in the placement of any such garage and shall furnish evidence of such approval in writing.

Set-back restrictions herein provided shall likewise apply to such garages.

### **5. DRIVEWAYS**

Plans and specifications for driveways shall be submitted along with building plans for approval by Architectural Control Committee. Driveways will be constructed of concrete.

### **6. DRAINAGE**

Each purchaser of a lot in said subdivision shall develop the lot in such a manner as to avoid any significant diversion or alteration of the natural flow of water on and across said lot.

## **7. BUILDING LOCATION**

No structure of any type shall be erected on any lot nearer to the front property line than 45 feet; and no structure of any type shall be erected closer to the interior side lot lines or the rear lot line than 10 feet. On corner lots, no structure shall be erected closer to the side lot line next to the street than 30 feet. No occupied dwelling or additions may be constructed within 20 feet of the interior side lot line or 40 feet of the rear property line.

## **8. ARCHITECTURAL CONTROL COMMITTEE**

No building shall be erected, placed or materially altered on any lot in the Addition until two complete sets of building plans (including front elevation) and specifications have been delivered to the Architectural Control Committee designated as hereinafter provided, and until such building plans and specifications shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the Addition and in compliance with the restrictions herein contained. One copy of such plans and specifications shall be retained by the committee and the second copy shall be returned to the owner of the lot with the approval of the Architectural Control Committee appropriately endorsed thereon.

The DEVELOPER shall have authority to appoint the Architectural Control Committee, to remove with or without cause any person serving on the Committee, to designate the number of persons on the Committee, and fill vacancies in the Committee. The DEVELOPER shall have the power to delegate the above responsibilities to the Committee at any point in time. The Committee is authorized to delegate to one or more representatives, the authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the above responsibilities are so delegated and the Architectural Control Committee at any time fails or refuses to appoint a successor Committee, the owners of the majority of the total lots in the Addition, shall have the right to elect or appoint, from time to time, a successor Architectural Control Committee.

In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans and specifications within fifteen days after the same are submitted to it, and if the plans comply with all provisions contained in these restrictions, the Architectural Control Committee shall be deemed to have approved such plans.

The Architectural Control Committee may, in its absolute discretion, approve in writing such variations from these restrictions as said Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

The Architectural Control Committee and its representatives shall have the authority to require the owner and contractor to discontinue the erection of such dwelling until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort, or interference with the terms of performance of any contract. The members of the Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions thereof.

Plans, specifications, request for variances, or any other required documents shall be submitted to the Architectural Control Committee by delivery to Kenneth Mobbs at the office of Windsor Park Land Development, LLC at 5539 FM 2087, Longview, TX 75603.

The decisions of the Committee are final. Neither the Committee nor any members of the Committee shall ever be liable to anyone, including any lot owner for any decision by the Committee; and by purchasing a lot or home in the Addition, each lot owner releases the Committee from any such liability.

#### **9. MINIMUM SIZE REQUIREMENTS**

The minimum size of each single-story dwelling of the air-conditioned living area of floor space shall not be less than 1,800 square feet. The set back and width of the front of the main structure shall be in harmony with other dwellings in the Addition.

#### **10. TEMPORARY STRUCTURES, MOBILE OR MODULAR HOMES**

No mobile, trailer, modular or prefabricated homes shall ever be delivered or located or erected on any lot in this Addition. The intent of this clause shall be to preclude the use of "manufactured" houses, either delivered in whole or in components for erection on site.

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. The DEVELOPER, or any other person authorized by the DEVELOPER may maintain within the ADDITION temporary sales or construction offices.

#### **11. RELOCATION OF BUILDINGS**

Only construction of new buildings shall be permitted within the Addition. It is the intent of the covenant to prohibit the moving of any existing structure onto a lot and remodeling or converting same into a dwelling unit.



## **12. FENCES**

Fences shall be erected in line with the back of the house unless a variance is approved by the Architectural Control Committee. No fences are allowed on any lot in the front or side yard. Fences shall be constructed of wood or black chain link. Chain link fencing shall be no more than four feet in height. Small pens suitable for the confinement of domestic pets as provided herein may be constructed of chain link such as a dog run but must be in the rear of house and not visible from road.

## **13. ROOFS**

All buildings constructed on said property will provide for a roof pitch of 8 to 12 minimum. Any deviation of roof pitch must be approved by the Architectural Control Committee. The roof shall be constructed with composition shingles weighing a minimum of 240 pounds per square (10' x 10'), a minimum of 25 year warranty and of a neutral or complementing color.

## **14. SWIMMING POOLS**

In-ground pools are allowed. Above-ground pools are allowed if concealed behind a wooden privacy fence.

## **15. YARD**

Front yards shall be kept free of clutter and mowed on a regular basis so that subdivision appears neat and well groomed. Unless privacy fenced, back yard shall also be kept free of clutter.

## **16. VEHICLES**

No trailers, boats or boat trailers, trucks, buses, or any vehicles with tonnage in excess of one ton shall be permitted to park on the streets, driveways or lots overnight, and no vehicles of any size which normally transports, flammable or explosive cargo may be kept in the Addition at any time. No motor home, travel trailer, campers, or inoperable automobile will be left on the street or parked in the front, side or back yards of any lot. RV's, boats, boat trailers, motorcycle trailers or utility trailers must be stored in the backyard behind a privacy fence. No junk cars, cars not in running condition, or cars without current license plates may be kept in the Addition unless they are inside a closed building or storage. No vehicles of any kind may be parked on a street more than three (3) nights in a seven (7) day period.

## **17. PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot for commercial purposes. No person owning any lot shall keep any wild animals or any domestic animals in a number in excess of those allowed by the City of Kilgore. Domestic animals may be quartered on the premises as pets. All dogs must be confined to the owner's lot at all times except when on a leash. Dogs are not allowed to run at large in the Subdivision. **\*\*No vicious breed of dogs is allowed under any circumstances within the Addition. Vicious breeds include but are not limited to all breeds of pit bulls, rottweilers, Doberman pinschers.\*\***

No hogs, sheep, cattle, goats, guinea, fowls, chickens, turkeys or other animals that may interfere with quietude, health or safety of the community may be kept in the Addition.

#### **18. SIGNS**

No signs or flags for advertising purposes shall be displayed to the public view by Home Owners or Builders, excepting only signs of customary dimensions (2' x 3' maximum) advertising a lot or home for sale.

#### **19. GARBAGE AND REFUSE STORAGE**

No garbage or other waste shall be stored in the side yards or front yard of any lot. No lot shall be used or maintained as a dumping ground for rubbish or trash.

#### **20. DEBRIS AND MOWING**

Owners of lots, whether built on or not, must keep each lot free of debris. If at any time, an owner of any residential lot shall fail to control debris that is on a lot, the DEVELOPER or its assigns shall have the right to go on said lot and clean and bill the owner of record for charges. The assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with interest thereon, shall be the personal obligation of the person who was the owner of such lot at the time when the assessment occurred. Each and every owner of any lot within this Subdivision, by the acceptance of a deed or other conveyance of such lot, shall be deemed to covenant and agree to pay such assessments.

The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Should any dwelling or outbuilding be damaged beyond repair by fire, wind, or other acts of God, the remaining wood and debris shall be taken down and disposed of

properly within thirty days of such act or the DEVELOPER, after written notification of intent to do so, may cause such removal and have the cost charged to the owner and assessed as a lien against the property as outlined above.

Each owner shall mow or cause to be mowed the lot and right-of-way adjacent to said lot at least three times per year, once between April 1 and June 15, once between June 15 and August 15, and once between August 15 and October 31. The Developer may, but shall not be required, cause each mowing to be performed and billed to the owner and assessed against the property as outlined above.

#### **21. GRASS**

Each owner shall have 30 days to establish the yard upon completion of construction.

#### **22. NUISANCES AND OFFENSIVE ACTIVITIES**

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of the neighborhood.

#### **23. EASEMENTS**

All easements shown on the above described Plat for the purposes of installation and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed by each owner or purchaser of any lot and shall not be in any manner obstructed so as to defeat or hinder any such easements.

#### **24. RESUBDIVISION**

No lots within the Addition shall be divided into two or more parcels.

#### **25. VALIDITY, SEVERABILITY, AND ENFORCEMENT**

If any condition, covenant, or restriction herein contained, or any portion thereof, shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant, or restriction, each of which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulations promulgated by the City of Kilgore, then such municipal requirement shall control.

Any deed or legal instrument (except deeds of trust, mortgage, or other similar security agreements) purporting to convey, transfer or assign any interest in any land within the Subdivision, shall contain appropriate language to expressly subject the land within such conveyance, transfer, or assignment to all the covenants and restrictions set forth herein and any amendments hereof.

Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may exist on any residential lot or home in the Addition.

Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of and are binding upon each and every person acquiring any part of the Addition since it is intended that the Addition shall be developed for residential purposes only, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition. This instrument, when executed, shall be filed for record in the Official Records of Gregg County, Texas and the City of Kilgore, Texas, so that each and every owner or purchase of any portion of the Addition is on notice of the conditions, covenants, restrictions, and agreements herein contained, whether contained in that person's deed or not.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for violation, or both. The Architectural Control Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these and covenants and restrictions by a proceeding or proceedings at law or in equity.

Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions used in connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of the language herein.

The prevailing party in any litigation involving this document shall be entitled to recover its attorney's fees, expenses and costs from the losing party. This document shall be liberally construed to effectuate its purpose of creating a uniform plan for the Addition.

## **26. DURATION**

The covenants and restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned and the respective successors, heirs and assigns until April 1, 2043 and said restrictions shall be automatically extended thereafter for successive ten-year periods unless a three-fourths

majority, to be determined on a lot basis, of the then owners of the total lots in the Addition shall in writing change or modify the same in whole or in part by action taken during the year 2042 or during the last year of any succeeding ten-year renewal period.

The conditions, restrictions, stipulations and agreements contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of 30 of the 32 lots, and unless said amendment is recorded in the Official Records of Gregg County, Texas and the City of Kilgore, Texas.

WINDSOR PARK LAND DEVELOPMENT, LLC

BY: *Kenneth Mobbs*  
KENNETH MOBBS, MANAGER

STATE OF TEXAS

County of Gregg

Before me the undersigned Notary Public, on this day personally appeared Kenneth Mobbs and acknowledged to me that he executed the above instrument for the purpose and consideration therein expressed and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL of Office this:

*9th day of May, 2013*  
Date

*Valerie Gorman*  
Notary Public in and for The State of Texas

My Commission Expires *8/2/14*

