

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TRAILS AT TASCOSA GOLF CLUB**

THE STATE OF TEXAS

COUNTY OF POTTER

THIS DECLARATION is made on August 15, 2019, by Tascosa Development Company, LLC, a Texas limited liability company (defined herein as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of an approximately 262-acre development parcel, which parcel is specifically described and generally depicted on Exhibit A attached hereto, which parcel is located adjacent to the Tascosa Golf Club and its golf and related recreational amenities (defined herein as the "Club" and the "Golf Course"); and

WHEREAS, Declarant intends to develop all or substantially all of the referenced development parcel as a residential community, in several phases (defined herein as the "Subdivision"), based on its determination of the best residential lot/unit options for each portion of the site, to be determined at Declarant's sole discretion based on its research and evaluation of market conditions and other factors; and

WHEREAS, the tract of land described on Exhibit B attached hereto consisting of approximately 57 acres located on the east side of the Subdivision (defined herein as the "Property") will be developed as the first phase of the Subdivision and has been platted by the Developer, which plat is recorded under Clerk's File Number 2019OPR0010509 of the Official Public Records of Potter County, Texas (the "Initial Plat"); and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property and Subdivision for the benefit of the present and future owners of the lots therein (defined herein as "Owner(s)" and "Lot(s)"); and

WHEREAS, all Owners (with the exception of Declarant and Builders) will automatically own and hold social membership rights in the Club during their period of Lot ownership (defined herein as a "Resident Social Membership"), and will also be given the opportunity to upgrade their membership to include Golf Course privileges as described in Section 6.4 of this instrument if they so desire during their period of Lot ownership, and Owners will have certain access rights, including golf cart access, to the Club; and

WHEREAS, certain park areas and/or other common amenities will be developed in connection with the development of the Property and Subdivision and maintained by the Association using the Annual Maintenance Charges collected from Owners as described in Section 5.3 of this instrument, the details of which will be determined by the Declarant in its sole discretion, and Declarant reserves the right to make such common amenities available to the Owners in both the Property and Subsequent Phases, and to patrons of the Club; and

WHEREAS, each Owner of a Lot will be required to pay an annual fee of \$1,200.00, which covers both the cost of the Annual Maintenance Charge (\$540.00) and the annual cost associated with the Resident Social Membership (\$660.00), which amount will remain constant through the end of the 2021 calendar year, and any increases thereafter are subject to certain limitations as described in Sections 5.3 and 6.2 of this Declaration.

NOW, THEREFORE, Declarant does hereby declare that the Property and Subdivision shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, liens and restrictions hereinafter set forth. Declarant expressly

reserves the right to determine and will determine in its sole discretion how future phases of the Subdivision (the "Subsequent Phases") will be developed, and Declarant is fully authorized to amend this Declaration in connection with Subsequent Phases to cause this Declaration to apply to both the Property and all or some Subsequent Phases, or the Declarant may elect to execute and record a separate declaration for Subsequent Phases.

ARTICLE I DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

Annual Maintenance Charges. The assessments made and levied by the Declarant or Association against each Owner and his Lot in accordance with the provision of Article V of this Declaration.

Appointed Board. The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Section 4.1 of this Declaration.

Architectural Control Committee. The Architectural Control Committee established and empowered in accordance with Article III of this Declaration.

Architectural Guidelines. The materials promulgated by the Architectural Control Committee from time to time which establish specifications and guidelines for the acceptable construction standards for the Subdivision.

Articles of Incorporation. The Articles of Incorporation filed in order to create the Association.

The Association. The Trails at Tascosa Golf Club Homeowner's Association, Inc., a Texas non-profit corporation formed for the purpose of owning and managing the Common Areas within the Property, and designated common areas associated with Subsequent Phases, and taking other actions with respect to the Property and the full Subdivision as set forth in this Declaration.

Board or Board of Directors. The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequently elected Board.

Builder. Any party identified by the Declarant from time to time as a party that buys residential lots in the ordinary course of its business and improves the same and promptly resells the completed homes to third parties, without any intent of occupying the homes or leasing the homes.

By-Laws. The By-Laws adopted by the Association.

Club. The Tascosa Golf Club, which is currently owned by Tascosa Golf Club, LLC and is located adjacent to portions of the Subdivision.

Club Membership Plan. The rules, regulations and procedures issued from time to time by the Club with respect to the rights and obligations of its members.

Commencement of Construction. The date on which foundation forms are set for a Residential Dwelling.

Common Areas. The Property, less and except the Lots and publicly dedicated roadway rights of way (if any), and similar areas designated by the Declarant in connection with Subsequent Phases or shown on future Plats for portions of the Subdivision.

Declarant. Tascosa Development Company, LLC, and its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the office of the County Clerk of Potter County, Texas.

Development Period. The period of time taken for Declarant to sell and convey 75% of the residential lots that Declarant develops or may develop within the full Subdivision, including all lots on the Property and all lots associated with Subsequent Phases, provided that the Declarant can establish an earlier date for the end of the Development Period if it so desires.

Exterior Area. The portion of a Lot not covered by a Residential Dwelling.

First Elected Board. The Board of Directors of the Association elected at the first meeting of the Members of the Association.

Front Yard Area. That portion of a Lot from the front line of the Residential Dwelling to the front Lot line, excluding any driveway or sidewalk areas.

Golf Course. The golf course and related improvements and facilities that are associated with the Club from time to time.

Golf Course Users. See Section 2.5.

Improvements. Shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, doghouses, patios, basketball goals, tennis courts, swimming pools, garages, storage buildings, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, television, other utilities, or otherwise.

Initial Plat. As defined in the recitals to this Declaration

Lot or Lots. Each of the lots on the Property intended to accommodate a Residential Dwelling, together with future lots associated with Subsequent Phases.

Lot Specific Requirements. The requirements promulgated by the Architectural Control Committee from time to time pursuant to Article III to establish Lot specific requirements and specifications for the acceptable construction of Improvements on each such Lot.

Maintenance Fund. Any accumulation of the Annual Maintenance Charges collected by the Declarant or the Association in accordance with the provisions of this Declaration and any related interest, penalties, assessments and other sums and revenues collected by such parties pursuant to the provisions of this Declaration.

Member or Members. All Lot Owners who are members of the Association as provided in this Declaration.

Mortgage. A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Potter County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

Owner or Owners. Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, but excluding those having an interest merely as a security for the performance of an obligation.

Plans. The final construction plans and specification (including a related site plan and drainage plans) for any Residential Dwelling, building or Improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of a Lot.

Plat(s). The final plat or plats, and/or any replat(s) thereof, for the property located in the Subdivision (The Trails at Tascosa Golf Club, Potter County, Texas), including the Initial Plat referenced in the recitals to this Agreement and all plats prepared in connection with Subsequent Phases.

Property. As defined in the recitals to this Declaration, including all Lots of The Trails at Tascosa Golf Club as reflected in the Initial Plat.

Resident Social Membership. The membership rights in and to the Club to be issued to each Owner under the terms and provisions of this Declaration, which membership rights will include all the rights, privileges, and responsibilities set forth in the Club Membership Plan with respect to the recreational and other facilities associated with the Club, but excluding Golf Course privileges, as operated by the Club from time to time (and each Owner will be given the option to upgrade its membership rights to include Golf Course privileges by paying the applicable additional charges to the Club as set forth in Section 6.4).

Residential Dwelling. The single-family residence and appurtenances constructed on a Lot.

Restrictions. The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of Subdivision property, as set forth in this Declaration and future amendments thereto, and the various related documentation and materials described herein.

Rules and Regulations. Rules adopted from time to time by the Declarant or Board concerning the management and administration of the Property and Subdivision for the use, benefit and enjoyment of the Owners.

Site Plan. The plan showing the exact location and finished floor elevation of a Residential Dwelling on a given Lot within the Property and Subdivision.

Subdivision. All of the Property and Subsequent Phases that the Declarant develops or may develop in the future as part of The Trails at Tascosa Golf Club on the real property described in Exhibit A attached hereto, together with all Residential Dwellings and Improvements now or hereafter situated thereon and rights and appurtenances thereto and all Common Areas.

Subsequent Phases. Lots and related residential amenities developed on portions of the Subdivision other than the Property, on the tract of land described in Exhibit A attached hereto.

Utility Company or Utility Companies. Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59 of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage, and shall include the owner of the Club, its successors and assigns, as the owner of the water rights associated with the Property and Subdivision.

ARTICLE II GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

2.1. Use Restrictions.

A. General. The Property (and each Lot therein, and all Lots associated with Subsequent Phases) shall be held, transferred sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration. If there is any disagreement relative to the interpretation of the terms and provisions of this instrument, the judgment and sole discretion of the Declarant will be controlling (or, after the end of the Development Period, any such determination will be made by the Board).

B. Single Family Residential Use. Each Owner shall use his Lot and the Residential Dwelling on his Lot, if any, for single-family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, any leases, licenses or other occupancy agreements for terms under six (6) months and/or the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type. No Owner shall use the Common Areas or use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would (i) void any insurance in force with respect to the Property or Subdivision; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the Restrictions or any applicable law or (v) unreasonably interfere with the use and occupancy of the Property or Subdivision by other Owners.

C. Passenger Vehicles. No Owner, lessee or occupant on the Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store on the Lot: (i) more passenger vehicles and/or pick-up trucks than the number of persons who reside in the Residential Dwelling on the Lot and who have a valid driver's license, or (ii) more than two (2) passenger vehicles and/or pick-up trucks in excess of the garage spaces on such lot, whichever number of passenger vehicles and/or pick-up trucks is larger. For purposes of this Restriction, the

term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and the term "pick-up truck" is limited to one ton capacity pick-up trucks which have not been adapted or modified for commercial use. Each passenger vehicle or pick-up truck owned or used by residents of a Lot shall be parked, kept or stored within garages or within the driveway adjacent to the garage. In addition, the driveway area on a Lot must be approved in writing by the Architectural Control Committee. No passenger vehicle or pick-up truck owned or used by the residents of a Lot shall be permitted to be parked on any street within the Property or Subdivision between 2:00 a.m. and 6:00 a.m. There shall be no limitations upon the number of vehicles that may be temporarily parked on a Lot by guests of the Owner, lessee or other occupant of a Lot.

D. Other Vehicles. No mobile/motor homes, trailers, recreational vehicles or boats shall be parked, kept or stored on the Property if visible from any neighboring Lot or from the Common Areas or Golf Course; provided that, a mobile home trailer, recreational vehicle or boat may be parked in the garage of a Lot if it is totally concealed and the Owner, lessee or occupant of the Lot otherwise remains in compliance with the provisions of Section 2.1(C) above.

E. Vehicle Repairs. No passenger vehicle, pick-up truck, mobile/motor home, trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot or on any street within the Subdivision if visible from any neighboring Lot or from the Common Areas or Golf Course. Provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee.

F. Maintenance of Common Areas and Exterior Areas of Lots. The Association will maintain all shrubs, trees, turf, plantings, water features, lakes, pump stations, irrigation devices, entries, entry gates, security devices, development fences, retaining walls, streets, street signs, street lights, ornamental brick or paving, entries and landscaping in the Common Areas of the Property. The Common Areas within the Property shall be maintained by the Annual Maintenance Charge assessed by The Association.

G. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to arise there from, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot, the Golf Course, or to any Common Area in the vicinity thereof or the occupants or users thereof. No nuisance shall be permitted to exist or operate upon any Lot.

H. Repair of Buildings. No Residential Dwelling, Improvement or other building or structure upon any Lot shall be permitted to fall into disrepair, and each such Residential Dwelling, Improvement, building, or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense.

I. Trash Containers. No garbage or trash shall be placed or kept within the Subdivision except in covered containers of a type, size and style approved by the Architectural

Control Committee from time to time. In no event shall any such containers be maintained on a Lot so as to be visible from any neighboring Lot or from the Common Areas or the Golf Course except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

J. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from a neighboring Lot, the Common Areas or the Golf Course.

K. Right to Inspect. During reasonable hours, Declarant, any member of the Architectural Control Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the exterior of the Residential Dwelling or Improvements thereon, for the purpose of ascertaining whether or not the provisions of the Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

L. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be visible from a neighboring Lot, the Common Areas or the Golf Course. The Board shall have the authority to determine, in its sole and absolute discretion, whether a particular animal, bird or other recognized house or yard pet, is a nuisance, or whether the number of animals or birds kept on any Lot is reasonable.

M. Disease and Insects. No Owner shall permit any thing or condition to exist upon any Lot that shall induce, breed or harbor infectious plant diseases or noxious insects.

N. Restriction on Further Subdivision. No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Control Committee.

O. Signs. No signs whatsoever (including but not limited to commercial, and similar signs) shall be erected or maintained on any Lot or Common Area within the Subdivision if visible from a neighboring Lot, the Common Areas or the Golf Course except: (i) Street signs and such other signs as may be required by law; (ii) A residential identification sign of a combined total face area of seventy two square inches or less; (iii) During the time of construction of any Residential Dwelling, building or Improvement, one job identification sign not larger than eighteen inches in height and twenty four inches in width and having a face area not larger than three square feet, and (iv) A "for sale" sign, of a reasonable type, size and appearance, which is similar to signs customarily used, in Potter County, Texas, to advertise individual parcels of residential real property.

P. Exemptions. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other

disposition of Lots within the Subdivision. Moreover, any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or Residential Dwellings and Improvements thereon may erect signs in the Subdivision in the Common Areas or on Lots owned by Declarant to identify such lender and the fact that it is supplying such financing.

2.2. Decoration, Maintenance, Alteration and Repairs.

A. Alteration of Residential Dwellings. No Owner shall modify or alter the Residential Dwelling on such Owner's Lot without first having the Architectural Control Committee's written approval. An Owner shall have the right to repair his Residential Dwelling or perform routine maintenance provided that such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. The Architectural Control Committee shall have authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from any Common Area, any other Lot or the Golf Course, if, in the Architectural Control Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

B. Maintenance of Residential Dwellings. Each Owner shall maintain the Residential Dwelling and other Improvements on his Lot in good order and repair at all times.

C. Landscaping Plan. Each Owner shall submit a landscaping plan for his Lot to the Architectural Control Committee for approval. Upon receipt of the Architectural Control Committee's approval, the Owner shall implement the Landscaping Plan within one year from the date that he first occupies his Residential Dwelling. Each Landscaping Plan shall require the planting of a minimum number of trees in the specified locations upon the Lot as set forth in the Architectural Guidelines or as otherwise established by the Architectural Control Committee. The Landscaping Plans shall include an automatic irrigation system and the Exterior Area of the lot not covered by ground cover vegetation shall be sodded with cool season grasses.

D. Landscaping Maintenance. Upon planting of all grass, shrubs and trees set forth in the Landscaping Plan, Owner shall have a continuing obligation to maintain the plant materials in a reasonable and good condition befitting subdivisions of like quality to The Trails at Tascosa Golf Club. If an Owner fails to maintain plant materials set forth in the Landscaping Plan in a reasonable manner, the Association shall have the right to enter upon the Lot to perform necessary landscape maintenance. Expenses incurred in performing said maintenance shall be charged to the Owner of the Lot. If unpaid, a lien shall arise against the Lot and may be enforced as set forth herein.

2.3. Type of Construction and Materials.

A. Storage of Building Materials. Without the prior written consent of the Architectural Control Committee, no building materials of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the Commencement of Construction of any Residential Dwelling, structure or Improvement on a Lot, the work thereon shall be performed diligently, to the end that the Residential Dwelling, structure or Improvement shall not remain in a partly

finished condition any longer than reasonably necessary for completion thereof. Upon the completion of the construction, any unused materials shall be removed immediately from the Lot. Unless otherwise authorized in writing by the Architectural Control Committee prior to the Commencement of Construction, the construction of any Residential Dwelling, structure or Improvement on a Lot shall be completed within eleven (11) months, if market asking price and/or cost for the Lot and Improvements is less than \$500,000.00 and fifteen (15) months if market asking price and/or construction cost is greater than \$500,000.00, from date of Commencement of Construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner or his contractor.

B. Temporary Structures. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building, other than the permanent Residential Dwelling to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Property and Subdivision as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots or any other lots within the Subdivision, construction and sale of Residential Dwellings and construction of other Improvements in the Subdivision.

C. Air Conditioners. No window, roof or wall type air conditioner that is visible from any street or other Common Areas, any neighboring Lot or the Golf Course, shall be used, placed or maintained on or in any Residential Dwelling, garage or other building or Improvement.

D. Garbage Disposal. Each kitchen in each Residential Dwelling shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in serviceable condition.

E. Construction Materials. In addition to the terms and provisions of the Architectural Guidelines, the Architectural Control Committee may establish construction material requirements from time to time in its sole discretion.

F. Antennas. No external antenna shall be permitted on any Lot within the Subdivision if such antenna is visible from any other Lot, any street or other Common Areas within the Subdivision, or the Golf Course. Notwithstanding the prohibition of external antenna, satellite dishes are allowable under the following conditions: (i) the satellite dish is located to the rear of the Residential Dwelling; (ii) the satellite dish is located so that the Owner of the satellite dish is the primary viewer thereof; (iii) the satellite dish is no greater in diameter than two (2) feet; and (iv) the satellite dish is approved by the Architectural Control Committee.

G. Exterior Lighting. All exterior lighting must be approved by the Architectural Control Committee.

H. Mailboxes. If the U.S Postal Service allows, individual mailboxes are permitted at the discretion of the Architectural Control Committee provided that the design of the mailbox is similar to the design of the Residential Dwelling on the Lot and the type and location of the mailbox is approved by the Architectural Control Committee. If individual mailboxes are not permitted, (a) keyed cluster boxes will be located in the area of the entrances, in the Common Area or in alternative locations selected by Declarant, and (b) the cost thereof will be initially borne by the Development, but will be allocated among the owners of the Lots for each phase of the Subdivision and each such Owner will pay its prorata share of the installation cost as a one-time charge as a condition to each Owner getting access to their mailbox.

I. Dog House or Other Animal Confinement. Dog houses, dog runs or other structures intended for the confinement of animals or birds (herein collectively referred to as "dog houses"), must be compatible with the Residential Dwelling on the Lot and must conform to the standards established by the Architectural Control Committee from time to time. The maximum size allowed for dog houses is six (6) feet by eight (8) feet, with a maximum height of six (6) feet.

J. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition on approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, but are not limited to, physical devices for controlling the run off and drainage of water and special precautions in grading and otherwise changing the natural landscape. Owners who fail to exercise proper erosion control shall be responsible for damage, costs, claims, liabilities, losses or expenses ("damage") caused to other property within the Subdivision and/or damage caused to the Golf Course or Common Areas. Such damage may be repaired by the Declarant, its successors and assigns, the Association or an affected Owner of a Lot in the Subdivision, and collected by billing the responsible Owner or through a special assessment against the responsible Owner's Lot as provided in this Declaration. This provision is specifically enforceable by Declarant and the Association, and Declarant grants to the current owner of the Club, its successors and assigns, the right to enforce the erosion control provisions of this Section.

2.4. Size and Location of Residences.

A. Minimum Allowable Area of Interior Living Space. The minimum allowable area of interior living space to be constructed on each Lot within the Property will be set forth in the Lot Specific Requirements.

B. Drainage. It is the sole and complete responsibility of the Owner of a Lot or Residential Dwelling to construct his Residential Dwelling in a manner to assure proper drainage in compliance with the Architectural Guidelines, the Lot Specific Requirements and/or as otherwise established by the Declarant or the Association. If a Lot or Residential Dwelling does not drain properly, the Owner shall repair the drainage immediately and/or limit watering of his Lot to avoid damage to the Common Areas or Golf Course or adjacent Lots, as applicable. If, after notification, the Owner fails to repair the drainage problem, Declarant, its successor or assigns, shall have the right to enter upon the Lot to correct any drainage problem. The Owner of the Lot

shall pay the expense incurred in assuring proper drainage. Such expense shall be collectible and enforceable pursuant to terms and provisions of this Declaration.

C. Over Watering of Lot. The Owner of a Residential Dwelling or Lot has a duty not to water his property in a manner that will cause damage to the Golf Course or a Common Area or adjacent Lots, as applicable. If an Owner receives notice from the Declarant that he or she is over watering and thereby damaging the Golf Course, another Lot, or any Common Area, the Owner must immediately curtail his or her watering to eliminate the damage being done. The Owner shall pay the expense incurred in repairing damage caused by over watering. Such expenses caused by over watering shall be collectible and enforceable pursuant to terms and provisions of this Declaration. Declarant grants to the current owner of the Club, and its successors and assigns, the right to enforce the over watering provisions of this Section 2.4 in accordance with the provisions of this Declaration.

D. Location of Garages and Drives. The garage on each Lot shall either be part of, or attached to, the Residential Dwelling on that Lot and the number of garage parking spaces shall not be less than two (2). A garage which is part of the of the Residential Dwelling is defined as one having at least one of its walls contiguous to the interior space of the Residential Dwelling, or as having no more than three (3) exterior walls of its own.

E. Fence Height, Location and Materials. All aspects for any and all fences and walls or other perimeter structures of any nature to be built by owners of Lots that would be visible from any parks or other Common Areas within the Subdivision or visible from the Golf Course (which Lots are specifically identified in the Lot Specific Requirements) must be approved in connection with the review process under Article III. The Declarant and the Association expressly reserve the right to cause any violating Owner to remove any such structures which are not so approved, whether installed at the time the Residential Dwelling is initially constructed or at any time thereafter. For all other Lots, fences and walls must be constructed of aluminum, wrought iron, stone or a combination thereof and shall not be located closer to the street than the front of the Residential Dwelling. Any other materials, height, or location of any fences or walls must be approved by the Architectural Control Committee or comply with the Architectural Guidelines.

F. Privacy Fences. Notwithstanding the provisions of Section 2.4E of this Article, a fence or wall that is not visible from any parks or other Common Areas within the Subdivision or visible from the Golf Course, not exceeding seven (7) feet in height and meeting the Architectural Guidelines and the Lot Specific Requirements, may be constructed with wood (i) on the rear lot line of Lots which are adjacent to other Lots within the Subdivision and not adjacent to the Golf Course or any Common Area, and (ii) along the side lot lines from the back of the Residential Dwelling to the rear property line.

G. Location of Improvements; Setbacks; Sidewalks. Any Improvement to any Lot within the Property shall be located no nearer to any rear, side, or front property line as required by the Plat and/or as shown in the Lot Specific Requirements, and must be approved in writing by the Architectural Control Committee. When constructing a Residential Dwelling on a Lot, the Owner must build a four foot (4') wide sidewalk as set forth in the Architectural Guidelines and/or the Lot Specific Requirements.

H. Maintenance of Fences. Ownership of any wall or fence erected on a Lot shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. In the event the Owner or occupant of any Lot fails to maintain said wall or fence and such failure continues after thirty (30) days written notice thereof from the Association, then Declarant, its successors or assigns or the Association, may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the fence or wall to be repaired or maintained or do any other thing necessary to secure compliance with these Restrictions, and to place said wall or fence in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase and occupancy of such Lot, to pay such charge immediately upon receipt of corresponding statement. Such charge shall be collectible and enforceable pursuant to the terms and provisions of this Declaration.

I. Fences Erected by Declarant. Declarant shall have the right, but not the obligation, to construct fences or walls within or around the Subdivision that are deemed by the Declarant to enhance the appearance, support streets and/or enhance drainage. An Owner shall be responsible for any damage to fences and/or walls erected by the Declarant that is caused by the Owner, his family members, his guests, agents or invitees. The Declarant and the Association shall have and hereby reserves an easement five (5) feet in width around the base of any wall or fence which may be constructed by Declarant for the purposes of inspecting, maintaining and/or repairing the wall or fence to the extent deemed necessary or desirable by Declarant or the Association.

2.5. Reservations and Easements.

A. Streets. Title to all streets, drives, boulevards, alleys and other roadways, and to all easements shown on the Plat, is expressly reserved and retained by the Association, subject only to the grants and dedications expressly made on the Plat. Declarant reserves the sole and exclusive right to administer and manage all easements, restrictive covenants and similar rights in existence which benefit or burden all or any portion of the Property and Subdivision, until such time that Declarant elects in a written instrument filed of record to pass all or some appropriate portion of such rights to the Association, to allow for the efficient development of the Property and all Subsequent Phases.

B. Utility Easements. Declarant reserves the utility easements, streets, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all utility systems (which systems shall include systems for drainage purposes) now or hereafter deemed necessary by Declarant for all utility purposes (which purposes shall include drainage purposes), including systems of electric light and power supply, drainage, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, under the land within the drainage and utility easements now or from time to time existing and from service lines situated within such easements

to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.5B, no utilities (including drainage) or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

C. Golf Course Play Easement. Declarant reserves, grants and dedicates to Tascosa Golf Club, LLC, its successors and assigns, along with its servants, independent contractors, agents, members, guests and invitees (collectively, the "Golf Course Users"), a non-exclusive easement over and across the Property and Subdivision for the following purposes, and for the benefit of the Golf Course property:

(1) Retrieval of golf balls, including the right to enter on the Subdivision and any Lot created therein, for that purpose, provided the right to retrieve golf balls shall only extend to non-enclosed portions of the Subdivision or Lots, and the person retrieving the golf balls shall do so in a reasonable manner and will repair any damage caused by entry onto the Subdivision or Lot to retrieve the golf ball.

(2) Flight of golf balls over, across and upon the Subdivision or Lots.

(3) Doing of every act necessary and incident to the playing of golf and other recreational activities on the Golf Course property, including, but not limited to, the operation of lighting facilities for operation of tennis, swimming, driving range and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities.

(4) Creation of noise related to the normal maintenance and operation of the Golf Course, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late night.

(5) An easement for the overspray of herbicides, fungicides, pesticides, fertilizers and water over portions of the Subdivision and Lots located adjacent to the Golf Course property.

(6) An easement for the use and enjoyment of the Common Areas within the Subdivision, subject to the rules and regulations limiting use thereof as set forth by the Declarant and Association from time to time.

D. Golf Cart and Maintenance Vehicle Easement. A non-exclusive easement is hereby granted to Golf Course Users to operate golf carts, pull carts, machinery, equipment and maintenance vehicles used in connection with the operation and maintenance of the Golf Course Property over and across all roads and streets located within the Subdivision. The foregoing easement shall not include the right to operate any such equipment inside the public park areas included as a part of the Common Areas, or any other areas other than roads and streets, unless approved by the Declarant and/or the Association.

E. Signage. An easement is hereby granted for the construction, repair, maintenance and replacement of directional and informational signage within the Subdivision along the roads, streets, and rights-of-way located therein, for the purpose of directing Golf Course

Users to the Golf Course property. Such signage shall be constructed of materials and of a type of signage utilized for similar purposes within the Subdivision.

F. Ingress-Egress Easement. A non-exclusive easement is hereby granted for ingress and egress over, across and through all streets, roads, alleys, rights-of-way, and any security gate facilities now or hereafter existing on the Property and Subdivision, to and from the Golf Course property by Owners and other Club members. The Owners and other Club members shall have the right to proceed through any security gate or similar security device without interference or restriction and in no event shall the Owners and/or the other Club members, or their respective families, invitees, or licensees (or Declarant) be required to pay any fee or charge for ingress or egress over and across the Subdivision or such security gate facilities.

G. Additional Easements. Declarant reserves the right to impose further restrictions and dedicate additional easements and rights of way by instrument recorded in the office of the County Clerk of Potter County, Texas or by express provisions in conveyances with respect to Lots that have been sold by Declarant.

H. Private Streets and Parks. The private streets and parks within the Subdivision are Common Areas reserved for the common use, benefit and enjoyment of the Owners and other third parties designated by the Declarant and/or the Association (and specifically including other members of the Club), subject to such reasonable rules and regulations as may be promulgated by the Association. Each Owner shall observe and comply with all reasonable rules and regulations promulgated by the Association with respect to the private streets and parks and shall be deemed to acknowledge and agree that all such rules and regulations, if any, are for the mutual and common benefit of all Owners and necessary for their safety and protection. All private streets and parks within the Subdivision shall be repaired and maintained by the Association. All driveways on Lots that are adjacent to a private street shall be repaired and maintained by the Owner of the Lot.

I. Changes to Easements. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility easements and promoting the efficient development of the Property and all Subsequent Phases.

J. Entry Maintenance. The Subdivision will have three (3) private, gated entrances that will restrict access to Owners, other members of the Club, and their respective guests only. The Association will be responsible for the cost of maintaining the gated entrances.

K. Duration and Enforceability. The easements and restrictions set forth in this Section 2.5 benefitting the owner of the Club and Golf Course Users shall constitute covenants running with the land in perpetuity, burdening the Subdivision and Lots and benefitting the Golf Course property, and shall be binding upon Declarant, its successors and assigns, including, but not limited to, all Owners and all persons or parties claiming through, by or under Declarant and/or any Owner, for the benefit of the owner of the Club, and its successors and assigns. Declarant will also procure and record certain easements burdening the Golf Course property and benefitting the Property and Subdivision, including ingress and egress rights (including golf cart passage) and

covenants with respect to the maintenance of appropriate water levels with respect to any Common Area water amenities.

L. Persons Entitled to Enforce Restrictions. The owner of the Club and Declarant, and their designated successors, including the Association, shall have the right to enforce the easements and restrictions contained in this Section 2.5 against any Lot or Residential Dwelling within the Subdivision or the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provisions of Section 2.5.

M. Damage by Errant Golf Balls. Declarant, for itself and each and every subsequent Owner of portions of the Subdivision, hereby acknowledges and agrees that the existence of a golf course on the Golf Course property is beneficial and highly desirable; however, each such Owner acknowledges and agrees that portions of the Subdivision are located adjacent to the Golf Course property and are subject to the risk of damage or injury due to errant golf balls. Declarant, for itself and each subsequent Owner of portions of the Subdivision, their successors and assigns, hereby assumes the risk of damage and injury and hereby releases Declarant, the Association, Tascosa Golf Club, LLC, and their successors and assigns, from any and all liability for damages or injury caused by errant golf balls in, on, or around the Subdivision and agrees to indemnify and hold each and all such parties and their successors and assigns, harmless from any and all claims, actions, costs or liability arising from any damage or injury caused, directly or indirectly, by golf balls flying, landing, hitting or resting in or around the Subdivision. The obligation to indemnify, defend, and hold harmless shall pass with title to each Lot, and once any Owner has conveyed title to his, her or its Lot, the obligation ceases as to that Owner for all subsequent occurrences and that obligation passes to the new Owner.

N. RESTRICTIONS ON GOLF COURSE USE BY PROPERTY OWNERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE CLUB MEMBERSHIP PLAN APPLICABLE TO EACH OWNER, NO OWNER OF ANY RESIDENTIAL DWELLING OR A LOT WITHIN THE SUBDIVISION SHALL HAVE ANY RIGHTS IN OR TO THE GOLF COURSE OR OTHER AMENITIES LOCATED ON THE GOLF COURSE PROPERTY, OR ANY RECREATIONAL ACTIVITIES OCCURRING THEREON, INCLUDING, BUT NOT LIMITED TO, A VISUAL OR SITE EASEMENT OVER AND ACROSS ANY PORTION OF THE GOLF COURSE, RIGHTS OF MEMBERSHIP IN OR TO THE GOLF COURSE, OR RIGHT OF ACCESS TO OR ACROSS THE GOLF COURSE PROPERTY, UNLESS SUCH RIGHT OR RIGHTS HAVE BEEN GRANTED OR CONVEYED IN WRITING BY TASCOSA GOLF CLUB, LLC OR ITS SUCCESSORS AND ASSIGNS. TASCOSA GOLF CLUB, LLC SHALL HAVE NO OBLIGATION TO PROVIDE, OR TO CONTINUE THE OPERATION OF, ANY IMPROVEMENTS ON THE GOLF COURSE PROPERTY, INCLUDING, BUT NOT LIMITED TO, A GOLF CLUB. RIGHTS TO USE THE RECREATIONAL FACILITIES LOCATED ON THE GOLF COURSE PROPERTY SHALL BE ON SUCH TERMS AND CONDITIONS AS MAY BE PROMULGATED FROM TIME TO TIME BY TASCOSA GOLF CLUB, LLC. ADDITIONALLY, TASCOSA GOLF CLUB, LLC, ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT, WITHOUT NOTICE OR WARNINGS, TO PLANT, REMOVE OR TRIM TREES OR BUSHES ON THE GOLF COURSE PROPERTY AS IT DEEMS ADVISABLE, IN ITS SOLE AND ABSOLUTE DISCRETION.

O. Mineral and Water Rights. It is expressly agreed and understood that, notwithstanding anything contained herein to the contrary, the Declarant expressly reserves and shall retain and exercise full control over and with respect to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals and/or mineral rights associated with the Property and Subdivision, and any and all water rights (surface or underground), associated with the Property and Subdivision. The title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to any such rights, or the title to gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Notwithstanding the foregoing reservation of mineral rights, Declarant shall have no surface access to the Property for mineral exploration purposes.

P. Easement to Association. An easement is hereby reserved by the Declarant (and granted to the Association from and after the end of the Development Period) in and to the Property and Subdivision for the purposes of providing and maintaining utility services (including, without limitation, electricity, gas, water, sanitary sewer, storm sewer, telephone, cable television, and similar services) to the Lots and the Common Areas and for the purposes of installing, maintaining and replacing landscaping on the Common Areas within the Property.

2.6. Title to and Operation of the Common Areas.

A. Easement to Common Areas. An easement is hereby granted to each Owner in and to the Common Areas for each Owner's use and enjoyment of the Common Areas and for access to each Owner's Lot, such easement being subject to the rules and regulations adopted from time to time by the Board and to the Board's right to control the use and operation of the Common Areas pursuant to Section 2.7B.

B. Control of Common Areas. The Board shall have the exclusive right to control the use, maintenance and operation of the Common Areas. Such right includes, without limitation, the following:

(1) The right to borrow money for the purpose of maintaining, operating, or constructing improvements in the Common Areas and, in connection with any such loan, to grant a lien against the Common Areas to secure the Association's obligation to pay the loan.

(2) The right to suspend the rights of an Owner who violates any of the provisions of these Restrictions to use the Common Areas.

(3) The right to dedicate or transfer all or any part of the Common Areas that have been conveyed to the Association to any public agency, authority or utility.

(4) The right to sell, lease or pledge the Common Areas to any third party, if the Board deems such action to be in the best interest of the Association.

(5) The right to contract for and cause to be built and maintained in the Common Areas such recreational and other facilities, if any, as the Board may, in its discretion, deem to be in the best interests of the Association.

(6) The right to purchase a Lot or Lots from the Declarant on behalf of the Association for the creation of additional Common Areas.

C. Disclaimer of Future Board Action. The Board's right to control the use and operation of the Common Areas as set forth in this Section is not a warranty or representation that any of such rights are contemplated or will be exercised by the Board. Further, Declarant shall have no responsibility whatsoever to construct any improvements in the Common Areas.

D. Conveyance of Common Areas. Declarant may, from time to time, convey all or any portion of the Common Areas to the Association. Notwithstanding the other terms and provisions of this Declaration, the Board's rights and authority shall be exercised only with the written consent of Declarant so long as title to such Common Areas is vested in Declarant.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

3.1. Architectural Control Committee.

A. Lot Specific Requirements. As each Plat within the Subdivision is finalized, in addition to the Architectural Guidelines, the Architectural Control Committee will prepare a list of the specific development requirements for each Lot within the Plat (the "Lot Specific Requirements"), including requirements with respect to (a) the minimum square footage for the Residential Dwelling to be constructed on each Lot; (b) any applicable requirements with respect to pre-construction site work for each Lot, as applicable, including Lot elevation modifications and specific drainage or other improvements; (c) applicable fencing requirements for each Lot, based on the proximity of each Lot to the Club or Common Areas, and (d) applicable setback requirements for each Lot. The Declarant intends to incorporate the Lot Specific Requirements into each purchase contract where the applicable Lots will be conveyed to Builders or other Owners.

B. Approval of Building Plans. No Residential Dwelling or Improvement shall be erected, placed, or altered on any Lot without the written approval of the Architectural Control Committee. The Architectural Control Committee may require the submission of such plans, specifications and other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve or disapprove the construction of any Residential Dwelling or Improvement on any Lot, and all Lot Specific Requirements must be satisfied. The Architectural Control Committee is further authorized to grant special "Variance Permits" to Owners who may request said Variance, or to deny any such requests in its sole discretion notwithstanding that the denial of a Variance Permit may impose a hardship to the Owner due to location, lot size, neighbors, etc. Despite the possibility of such hardship, the opinion of the Architectural Control Committee shall be final and conclusive. The Architectural Control Committee shall have the right to charge a reasonable processing fee for its reviews for each Residential Dwelling.

C. Committee Membership. The Architectural Control Committee shall consist of three (3) Members who will be appointed by the Declarant (or by the Board, as applicable, pursuant to Section 3.1E below).

D. Replacement. In the event of death or resignation of any member or members of the Architectural Control Committee, the Declarant (or the Board, as applicable, pursuant to Section 3.1E below) shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

E. Transfer of Authority. The duties, rights, powers and authority of the Architectural Control Committee may be assigned at any time, at the sole election of the Declarant, to the Board of the Association by an instrument setting forth such assignment duly recorded in the office of the County Clerk of Potter County, Texas. From and after the date of recording such assignment, and the acceptance thereof by the Board, the Board shall have full right, authority and power, and shall be obligated to perform the functions of the Architectural Control Committee, as provided herein. The duties, rights, powers and authority of the Architectural Control Committee shall, if not previously assigned to the Board, automatically transfer to and be assumed by the Board at the end of the Development Period.

ARTICLE IV MANAGEMENT AND OPERATION OF THE SUBDIVISION

4.1. Management by the Association. The affairs of the Subdivision shall be administered by the Association, but subject to the rights of the Declarant as set forth in this Declaration. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Property, as the initial phase of the Subdivision, as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the first meeting of the members of the Association is held in accordance with the provisions of Section 4.3 and a Board of Directors is elected. The appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day-to-day functions of the Association and to provide for maintenance, repair, replacement, administration and operation of the Property and Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Property and Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate in accordance with the Restrictions.

4.2. Voting of Members. Each Member, including Declarant, shall have one vote per Lot owned. In the event that ownership interests in a Lot are owned by more than one party, such owners shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Owners shall appoint one of them as the member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation

until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one party and no single member is designated to vote on behalf of the members having an ownership interest in such Lot, none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it. Notwithstanding the foregoing, in the event a Lot is owned jointly by spouses, such spouses shall be deemed one Member for purposes of voting, and no written notice need be provided to the Board before either such spouse vote as Member. The Board shall have no duty to inquire as to the authority of such spouse to vote as Member.

4.3. Meeting of the Members. The first meeting of the Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days prior written notice to the Members. The First Elected Board shall be elected at the first meeting of the Members of the Association. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the Bylaws.

4.4. Disputes. In addition to its other powers conferred by law or in accordance with the provisions of this Declaration, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including the appointment of committees to consider and recommend resolutions of or to resolve any such disputes.

4.5. Professional Management. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Property and Subdivision as provided for herein and as provided for in the Bylaws.

4.6. Board Actions. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

4.7. Unique services for Owner Group. Declarant and/or the Association may elect to create certain rights and obligations that apply to certain areas of the Property or Subdivision only. For example but without limitation, if a portion of the Property or Subdivision is developed as low maintenance homes on smaller lots, the Association may provide lawn maintenance and/or other unique services to such Owners, and such costs will be accounted for separately on the books and records of the Declarant or Association and allocated among, and paid by, the Owners benefitted.

ARTICLE V MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

5.1. Maintenance Fund. All Annual Maintenance Charges collected by the Association and all related interest, penalties, fines, assessments and other sums and revenues collected by the Association as described in this Article V constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Property and Subdivision, and the Owners of the Lots therein. The Board shall, by way of

illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, operation, landscaping, maintaining, insuring, repairing, and constructing improvements on and within the Common Areas; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Property, the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrong doings. Prior to the end of the Development Period, the foregoing provisions will apply equally to the Declarant as opposed to the Association and Board.

5.2. Covenants for Annual Maintenance Charges and Assessments. Each and every Lot in the Property and Subdivision is hereby severally subjected to and impressed with the Annual Maintenance Charges, which Annual Maintenance Charges shall be appurtenant to all Lots. Each Owner of a Lot, by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay the Association, its successors or assigns, each and all of the charges and assessments, penalties and late charges (for unpaid balances) against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The charges, penalties and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each charge, penalty or assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

5.3. Annual Maintenance Charge. The amount of the Annual Maintenance Charges is reflected in the recitals of this Declaration, and may be increased adjusted annually from and after December 31, 2021, effective January 1 of each year, by approval of the Declarant or Board by an amount not greater than ten percent (10%) per annum over the prior year's annual assessment, without a vote of the Members of the Association. This increase shall become effective on the date specified in the document evidencing such approval and after such document has been filed with County Clerk of Potter County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this section. The Annual Maintenance Charge levied against each Lot shall be uniform.

5.4. Date of Commencement and Determination of Annual Maintenance Charge. The Annual Maintenance Charge on a Lot shall commence when a Lot is purchased, subject to the limitations in Section 5.7, and shall be prorated according to the number of days remaining in the calendar year for the year of purchase. The Declarant or Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Lot, subject to the limitations set forth in Section 5.3 above. Written notice of the figure set by the Declarant or the Board shall be sent to every Owner.

5.5. Special Assessments. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Property and Subdivision, the maintenance of the Common Areas, or any other purposes contemplated by these Restrictions, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessments may be assessed because of casualty or other loss to any part of the Common Areas. No special assessment shall be effective until the same is approved in writing by Members holding at least a majority of the votes in the Association, or by a majority of the Members, including Declarant, present and voting at any regular or special meeting of the Members at which a quorum is present. Any such special assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charge.

5.6. Enforcement Rights. Any Annual Maintenance Charge which is not paid and received by the Association when due shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent (18%) per annum from the date originally due, until paid. Further, the Board of the Association shall have the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge. The monthly late charge, if imposed, shall be in addition to interest.

To secure the payment of the Annual Maintenance Charge, special assessments and any other sums due hereunder, including without limitation, interest, late fees, fines, attorney's fees or delinquency charges, there is hereby created and fixed a separate, valid and subsisting lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such Annual Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, penalties, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any Owner in default in the payment of the Annual Maintenance Charge, or other charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists.

Notice of the lien referred to in the preceding paragraph may be given by recording an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot (according to the books and records of the Association) and the legal description of such Lot.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial

and non-judicial foreclosure pursuant to Texas law. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association, serving as trustee (and to any substitute or successor trustee as hereinafter provided for), such Owner's Lot and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, and other sums due hereunder remaining unpaid by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing, signed by the President or Vice President of the Association and filed in the office of the County Clerk of Potter County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee or his successor, to enforce the lien and sell such Lot and all rights appurtenant thereto, in accordance with the provisions of Texas law.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

5.7. Payment of Charges by Declarant/Builders. Declarant will not be obligated to pay the charges and/or assessments described in this Article V or Article VI during its period of ownership of any Lots. For each phase of the Subdivision, each Lot shall first be subject to the Annual Maintenance Charges and special assessments and all charges under Article VI from and after (a) the date on which the Lot is sold and conveyed by the Declarant to an unaffiliated Owner that is not a Builder, or (b) for instances where a Lot is initially sold by the Declarant to a Builder, the date on which the Builder completes the Residential Dwelling on the Lot and resells the Lot.

5.8. Notice of Sums Owning. Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all maintenance charges, special assessments, and other sums, if any, owing by such Owner with respect to his Lot, including all amounts due under this Article V and under Article VI. In addition, the written statement from the Association so advising the Owner may, at such Owner's request, also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, but any purchaser and its successors shall be responsible for Annual Maintenance Charges, special assessments and other sums (including all amounts due under Article VI) becoming due and owing to the Association with respect to said Lot after the date of any sale.

5.9. Foreclosure. In the event of a foreclosure of a deed of trust on a Lot by a third-party lender, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but the Association will have the right to collect all sums due to it as a second priority creditor behind such deed of trust beneficiary and said purchaser and its successors shall be responsible for Annual Maintenance Charges, special assessments and other sums

(including all amounts due under Article VI) becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

**ARTICLE VI
TASCOSA GOLF CLUB MEMBERSHIP RIGHTS**

6.1. Recreational Covenant. Declarant's development plan for the Property and Subsequent Phases is based upon Declarant's desire to establish a residential community with significant social and recreational components. In furtherance of this goal, Declarant has contracted with the owner of the Club in order to give Owners access to certain social and recreational facilities owned and operated by the Club. Declarant, as the owner of the Property, hereby declares that all of the Property shall be held, sold, and conveyed subject to the recreational covenants described in this Article VI, which shall run with the title to all of the Lots. This covenant shall be binding upon all Lots, and on all Owners during their period of ownership, and shall inure to the benefit of the Association, which will enforce the same for the benefit of the owner of the Club, and its successors, successors-in-title and assigns. Each and every Lot in the Property is hereby severally subjected to and impressed with an obligation to comply with all requirements associated with a Resident Social Membership in and to the Club, and all applicable charges shall be appurtenant to each Lot. Each Owner of a Lot, by accepting a deed to a Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay the Association (as the authorized agent of the owner of the Club), all base monthly fees and charges associated with such Social Membership as the same shall become due and payable, without demand. All such charges shall be secured by a continuing lien upon each Lot, together with all improvements thereon, and shall also be the personal obligation of the party who was the Owner of the Lot at the time the obligation to pay such Club fees accrued, provided that no Member shall be personally liable for the payment of any Club fees made or becoming due and payable after such Member's ownership ceases. No Member shall be exempt or excused from paying the referenced fees and charges by waiving or disclaiming the right to use and enjoy the Club, nor will such obligation be excused or otherwise affected if a Member is suspended or otherwise loses Club privileges due to the Member's failure to abide by the Club Membership Plan.

6.2. Automatic Social Membership. Pursuant to this recreational covenant and subject to Section 5.7 above, a Resident Social Membership in the Club will be issued to each Owner upon its acquisition of a Lot and upon such Owner's completion of its Application for Membership and other documentation required by the Club, all in accordance with the terms and provisions of the Club Membership Plan. Each Owner of a Lot, by accepting a deed to such Lot, is deemed to covenant and agree to pay the membership fees and dues charged by Club for such Owner's Social Membership in accordance with the Club Membership Plan. No initiation fees will be owed by Owners in connection with the Resident Social Memberships issued to Owners. The \$1,200.00 annual fee referenced in the recitals to this Declaration will cover both the Annual Maintenance Charges and the annual payment associated with the Resident Social Membership. Such \$1,200.00 per year obligation (a) will remain constant through the end of the 2021 calendar year, and (b) from and after the such date, (i) the portion thereof attributable to the Annual Maintenance Charges will not increase for any subsequent calendar year by more than 10%, and (ii) the portion thereof attributable to the Resident Social Membership will not increase for any subsequent calendar year by more than 5%. At such times as Lots are sold or otherwise conveyed by Owners, new Owners

will automatically obtain the benefits and obligations described in this Article VI, and selling Owners will no longer have the benefits and obligations described in this Article VI (unless they make independent arrangements with the Club directly as necessary to continue their memberships rights, on a basis consistent with other club members that are not Owners in the Subdivision).

6.3. Resident Social Membership - Procedures. Upon the execution and delivery by the applicable Owner of the Club Membership Plan and any related agreements required by the Club from time to time, Declarant or the Association shall cause a Resident Social Membership to be issued to each Owner, which will entitle an Owner to use and enjoy certain rights, privileges, and recreational facilities within the Club in accordance with the Club Membership Plan. Member privileges related to use of the Golf Course and golf related improvements and amenities will not be included in the Resident Social Membership, but all or substantially all of the other recreational amenities associated with the Club (as such amenities may change from time to time in the ordinary course of club operations) will be available to Owners pursuant to the Resident Social Membership. Each Owner will be obligated to execute and deliver documentation prepared by the Club from time to time in order to confirm all details associated with all related membership rights and obligations, and to memorialize all rules and regulations associated with the use of the Club. Only one Resident Social Membership shall be issued for each Lot. If more than one person holds title to a Lot, the Resident Social Membership will be issued to a designated Owner. No Owner, by virtue of ownership of a Lot or by virtue of holding the Resident Social Membership in the Club, will acquire any ownership interest, beneficial interest, or other vested interest whatsoever in the Club or its owner, but only the privilege of using and enjoying certain of the facilities associated with the Club, in accordance with the Club Membership Plan.

6.4. Golf Membership as Upgrade. Each Owner of a Lot will also be given the right and option to upgrade to full membership rights at the Club, inclusive of Golf Course privileges, for rolling twelve (12) month periods while such Owner continues to own a Lot. Upon the exercise of such election by an Owner, the procedures referenced above for such Owner's completion of its Application for Membership and other documentation required by the Club will be adjusted accordingly. Any such Owner covenants and agrees to pay the membership fees and dues charged by the Club for such Owner's upgraded membership in accordance with the Club Membership Plan; provided, however, that each such Owner's economic obligation associated with the upgraded membership will be consistent with the following: (a) initiation fees associated with the issuance of the upgraded membership will be waived for Owners of Lots; (b) such Owners will be allowed to pay the Club on a monthly basis the fees associated with such upgraded membership; and (c) such Owners will get a credit against such monthly charges payable to the Club in the amount of 100% of the monthly amount paid under Section 6.2 above for the Resident Social Membership.

6.5. Payment Procedures/Enforcement (Association). All required charges associated with the Resident Social Memberships held by Owners will be paid to the Association (as the agent of the owner or manager of the Club), and shall be the personal obligation of each Owner during all periods that a Lot is owned by such Owner. Such obligation can be enforced by the Association on a basis consistent with Article V of this Declaration, including collecting default interest at 18% per annum on past due amounts, the collection of late fees, the enforcement of lien rights to secure any unpaid amounts and the right to suspend any defaulting Owner's voting rights and/or rights to use the Common Areas. To the extent an Owner also elects to become a Member with Golf Course

privileges under Section 6.4 above, such Owner will execute and deliver all documentation required by the Club and (a) make and pay the annual payment under Section 6.2 to the Association, and (b) pay any and all other fees and charges associated with its golf membership directly to the Club.

6.6. Payment Procedures/Enforcement (Club). Should an Owner fail to pay the required charges for the Resident Social Membership in accordance with this Agreement and the Club Membership Plan (subject to all grace periods and cure provisions contained in the Club Membership Plan), or otherwise violate the terms and provisions of the Club Membership Plan, the Owner will be subject to the implementation of any of the following remedies: (a) the Club can request and direct the Association to exercise all enforcement rights available to the Association under this Agreement, (b) the Club can temporarily suspend the defaulting Owner's right to use the Club amenities or otherwise enforce any and all remedies available to it under the Club Membership Plan and/or any other documentation governing Club memberships from time to time, and/or (c) the Association and/or the Club can enforce their respective rights under applicable law as necessary to enforce the recreational covenant described in this Article VI and recover all unpaid amounts that are due and owing, including collecting all unpaid amounts, with interest thereon, in connection with any future sale of the Lot. Any such past due obligations will accrue interest at the rate of 18% per annum, and the Club will also have the right to recover all applicable late charges, collection costs and attorneys' fees pursuant to the Club Membership Plan.

ARTICLE VII INSURANCE

7.1. General Provisions. The Board shall have authority to determine whether or not to obtain insurance for the Association and upon the Common Areas and if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association that shall be paid out of the Maintenance Fund.

7.2. Individual Insurance. Each Owner shall be responsible for insuring his Lot and his Residential Dwelling, its contents and furnishings. Each Owner, at his own cost and expense, shall be responsible for insuring against any and all liabilities associated with such ownership and the occupancy of such Residential Dwelling.

ARTICLE VIII FIRE OR CASUALTY: REBUILDING

8.1. Rebuilding. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling located thereon, the Owner of such damaged or destroyed Lot or Residential Dwelling shall, within three (3) months after such fire or casualty, contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential Dwelling to be fully repaired or reconstructed in accordance with the original plans therefore, or in accordance with new plans presented to and approved by the Architectural Control Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling, to the end that the Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed

Residential Dwelling shall be razed and the Lot restored as nearly as possible to its original condition within four (4) months of its damage or destruction.

8.2. Payment of Insurance Proceeds. All insurance proceeds or other funds received by the Association pursuant to these Restrictions as a result of fire or other casualty loss to the Common Areas shall be applied toward the cost of repair, restoration or rebuilding of the damaged Common Areas. Any funds remaining after the repair, restoration or rebuilding of such damaged Common Areas shall be retained by the Association as part of the Maintenance Fund.

**ARTICLE IX
AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS**

9.1. Amendment by Declarant. Notwithstanding anything to the contrary contained in these Restrictions, the Declarant or Declarant's successor shall have and hereby reserves the right at any time, without joinder or consent of any other party or entity, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record in the office of the County Clerk of Potter County, Texas. Such right to amend the Declaration without the consent of any other party or entity shall cease at the end of the Development Period.

9.2. Amendment by the Association. Except as otherwise provided by law, the provisions of this Declaration may be amended by an instrument in writing signed by the Secretary of the Association certifying that Members having not less than two-thirds (2/3) of the total votes in the Association have voted in favor of such amendment and setting forth the amendments; provided, however, that prior to the end of the Development Period, any such amendment will not be effective unless the Declarant also approves the amendment in writing. Such instrument shall be signed by Members having not less than two-thirds (2/3) of the total votes in the Association and shall be filed in the office of the County Clerk of Potter County, Texas.

9.3. Duration. This Declaration shall remain in full force and effect until January 1, 2038, and shall be extended automatically for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2038, or on the commencement of any successive ten year period, by filing for record in the office of the County Clerk of Potter County, Texas, an instrument in writing and signed by Members having not less than 90% of the total votes in the Association. No termination will affect any rights reserved to Declarant, its successors and assigns, as set forth herein, or any rights benefitting the Club and/or the owner of the Club or its successors and assigns.

**ARTICLE X
MISCELLANEOUS**

10.1. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

10.2. Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with and shall be enforceable in the same manner as this Declaration, but in the event of a conflict, these Restrictions shall

control. Each Owner, by accepting a deed to his Lot, agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

10.3. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

10.4. Articles and Sections. Article and Section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to Articles and Sections are to Articles and Sections of these Restrictions.

10.5. Delay in Enforcement. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

10.6. Limitation of Liability. Declarant, as well as its directors, officers, agents and employees, shall not be liable to any Owner of any Lot or to any occupant of any Residential Dwelling or any portion thereof, or to any other party, for any loss, claim or demand in connection with a breach of any provision of this Declaration by any party other than Declarant, or for any subsequent change in the ordinary course operations of the Club or the availability of memberships or any related issues.

10.7. Enforceability. This Declaration shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner of a Lot in the Property, and their respective heirs, legal representatives, successors and assigns. In the event that any legal action to enforce these Restrictions is initiated by the Association, it shall be entitled to recover attorney's fees and court costs from the Owner or occupant of a Lot who violated these Restrictions.

10.8. Remedies. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of these Restrictions, the Declarant, the Association, or an Owner of a Lot within the Property, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to pursue any or all of the following remedies:

(1) The Board may restrict the right of such Owner to use Common Areas in such manner as the Board deems appropriate; and

(2) The Board may suspend the right of such Owner to vote in any regular or special meeting of the Members during the period of the violation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the date shown above, with the intent that the Declaration become effective upon recording in the office of the County Clerk of Potter County, Texas.

TASCOSA DEVELOPMENT COMPANY, LLC

By: Dunn Golf Management Company, LLC
Its Manager

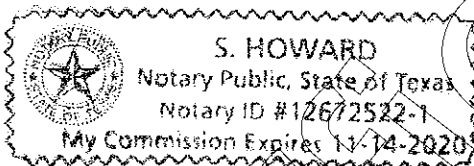
By: [Signature]
John W. Dunn, Jr.
Managing Member

STATE OF TEXAS

COUNTY OF POTTER

This instrument was acknowledged before me on this 15th day of August, 2019, by John W. Dunn, Jr., as Managing Member of Dunn Golf Management Company, LLC, Manager of Tascosa Development Company, LLC, a Texas limited liability company.

[Signature]
Notary Public-State of Texas



Unofficial Copy

EXHIBIT A
THE TRAILS AT TASCOSA GOLF CLUB

FIELD NOTES for a 262.37 acre tract of land out of Section 11, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING at a 1-1/2" iron pipe found at the southwest corner of said Section 11 for the southwest corner of this tract.

THENCE N. 00° 01' 56" W., along the west line of said Section 11, a distance of 2683.43 feet to a 3/4" iron pipe found for the northwest corner of this tract.

THENCE S. 89° 26' 13" E. a distance of 5093.58 feet to a 1/2" iron rod set with a yellow cap which bears N. 89° 26' 13" W. a distance of 400.01 feet from a 1/2" iron rod found with a Furman cap on the west right-of-way line of N. Western St. for the most northerly northeast corner of this tract.

THENCE S. 00° 05' 14" W. a distance of 470.06 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 20° 15' 41" E. a distance of 144.74 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 17° 02' 03" E. a distance of 83.15 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 23° 08' 18" E. a distance of 157.03 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 34° 43' 04" E. a distance of 153.96 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 48° 26' 52" E. a distance of 134.53 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 65° 14' 37" E. a distance of 82.06 feet to a 1/2" iron rod set on said west right-of-way line of said N. Western St. for the most easterly northeast corner of this tract.

THENCE S. 0° 05' 14" W., along said west right-of-way line, a distance of 185.63 feet to the most easterly southeast corner of this tract.

THENCE N. 59° 22' 48" W. a distance of 395.21 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 33° 52' 55" W. a distance of 106.65 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 00° 05' 14" W. a distance of 285.32 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE S. 89° 53' 51" E. a distance of 60.47 feet to a corner of this tract.

THENCE in a southeasterly direction along a curve to the right with a radius equal to 180.00 feet, a long chord bearing of S. 75° 07' 48" E.

EXHIBIT A
THE TRAILS AT TASCOSA GOLF CLUB

and a long chord distance of 91.76 feet, a curve length of 92.79 feet to a corner of this tract.

THENCE S. 60° 21' 45" E. a distance of 93.35 feet to a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 120.00 feet, a long chord bearing of S. 75° 07' 48" E. and a long chord distance of 61.18, a curve length of 61.86 feet to a corner of this tract.

THENCE S. 89° 53' 51" E. a distance of 110.45 feet to the west right-of-way line of N. Western St. for the most easterly northeast corner of this tract.

THENCE S. 0° 05' 14" W., along said west right-of-way line, a distance of 129.29 feet to the most easterly southeast corner of this tract.

THENCE N. 44° 54' 19" W. a distance of 98.00 feet to a corner of this tract.

THENCE N. 89° 53' 51" W. a distance of 41.18 feet to a corner of this tract.

THENCE in a northwesterly direction along a curve to the right with a radius equal to 180.00 feet, a long chord bearing of N. 75° 07' 48" W. and a long chord distance of 91.76 feet, a curve length of 92.79 feet to a corner of this tract.

THENCE N. 60° 21' 45" W. a distance of 93.35 feet to a corner of this tract.

THENCE in a northwesterly direction along a curve to the left with a radius equal to 120.00 feet, a long chord bearing of N. 75° 07' 48" W. and a long chord distance of 61.18 feet, a curve length of 61.86 feet to a corner of this tract.

THENCE N. 89° 53' 51" W. a distance of 60.45 feet to a corner of this tract.

THENCE S. 0° 05' 14" W. a distance of 319.11 feet to the most southerly southeast corner of this tract.

THENCE N. 89° 54' 12" W. a distance of 669.41 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a southwesterly direction along said curve with a radius equal to 4907.51 feet, a long chord bearing of S. 88° 14' 26" W. and a long chord distance of 317.88 feet, a curve length of 317.93 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE S. 25° 30' 57" W. a distance of 464.42 feet to a 1/2" iron rod set with a yellow cap on a curve on the north right-of-way line of W. Amarillo Blvd. for the most southerly southeast corner of this tract.

EXHIBIT A
THE TRAILS AT TASCOSA GOLF CLUB

THENCE in a southwesterly direction along said north right-of-way line and along a curve to the left with a radius equal to 4507.51 feet, a long chord bearing of S. 78° 53' 19" W. and a long chord distance of 726.31 feet, a curve length of 727.10 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 16° 53' 23" W. a distance of 317.97 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 400.00 feet, a long chord bearing of N. 22° 49' 24" W. and a long chord distance of 82.70 feet, a curve length of 82.85 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southwesterly direction along a curve to the left with a radius equal to 4907.51 feet, a long chord bearing of S. 69° 32' 13" W. and a long chord distance of 776.26 feet, a curve length of 777.08 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 25° 41' 50" E. a distance of 34.57 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of S. 46° 16' 01" E. and a long chord distance of 42.16 feet, a curve length of 43.08 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the right for a corner of this tract.

THENCE continuing in a southeasterly direction along said curve with a radius equal to 100.00 feet, a long chord bearing of S. 18° 23' 09" E. and a long chord distance of 149.68 feet, a curve length of 169.13 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the left for a corner of this tract.

THENCE in a southwesterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of S. 2° 10' 47" W. and a long chord distance of 56.12 feet, a curve length of 58.40 feet to a 1/2" iron rod set with a yellow cap at the end of said for a corner of this tract.

THENCE S. 25° 42' 21" E. a distance of 127.61 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line of said Amarillo Boulevard for a corner of this tract.

THENCE in a southwesterly direction along said right-of-way line and along said curve with a radius equal to 4507.51 feet, a long chord bearing of S. 64° 17' 39" W. and a long chord distance of 60.00 feet, a curve length of 60.00 feet to 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 25° 42' 21" W. a distance of 127.61 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

EXHIBIT A
THE TRAILS AT TASCOSA GOLF CLUB

THENCE in a northwesterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of N. 53° 35' 29" W. and a long chord distance of 56.12 feet, a curve length of 58.40 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the right for a corner of this tract.

THENCE continuing in a northwesterly direction along said curve with a radius equal to 100.00 feet, a long chord bearing of N. 29° 40' 12" W. and a long chord distance of 157.19 feet, a curve length of 180.84 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the left for a corner of this tract.

THENCE continuing in a northwesterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of N. 1° 46' 49" W. and a long chord distance of 48.65 feet, a curve length of 50.09 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

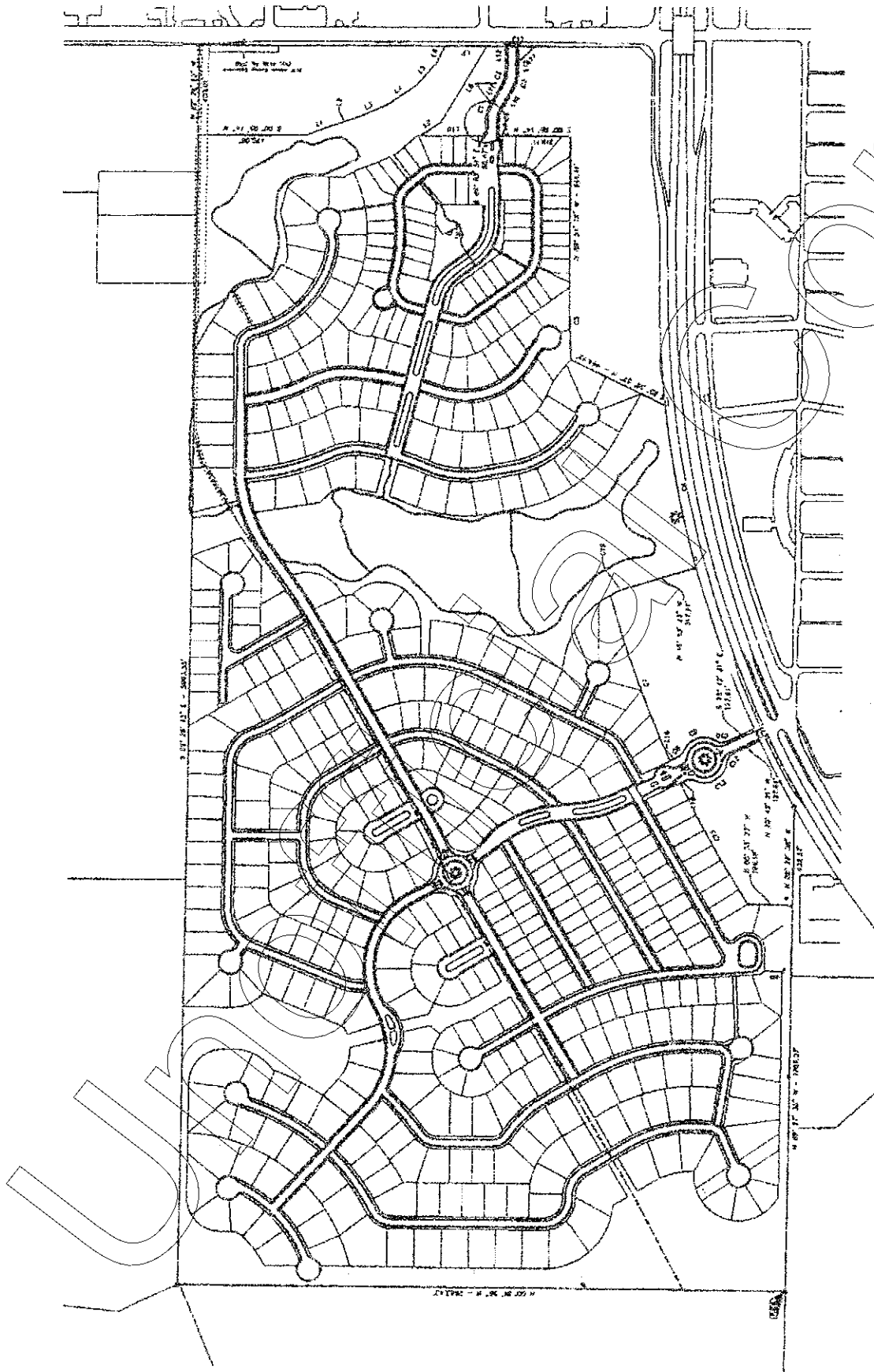
THENCE N. 25° 41' 50" W. a distance of 21.37 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southwesterly direction along a curve to the left with a radius equal to 4907.51 feet, a long chord bearing of S. 60° 09' 43" W. and a long chord distance of 612.71 feet, a curve length of 613.11 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE S. 00° 33' 27" W. a distance of 199.18 feet to a 1/2" iron rod set with a yellow cap on the south line of said Section 11 which bears N. 89° 27' 38" W. a distance of 432.57 feet from a 1/2" iron rod found with a Gresham cap on said north right-of-way line of said W. Amarillo Blvd. for a corner of this tract.

THENCE N. 89° 27' 38" W. a distance of 1707.07 feet to the place of BEGINNING and containing 262.37 acres (11,429,039 square feet) of land.

EXHIBIT A



Curve No.	Length	Radius	Start	Chord Distance	Chord Length
C1	45.00'	1000.00'	0.00° 00' 00"	45.00'	45.00'
C2	36.00'	800.00'	0.00° 00' 00"	36.00'	36.00'
C3	18.00'	400.00'	0.00° 00' 00"	18.00'	18.00'
C4	24.00'	500.00'	0.00° 00' 00"	24.00'	24.00'
C5	30.00'	600.00'	0.00° 00' 00"	30.00'	30.00'

Curve No.	Length	Radius	Start	Chord Distance	Chord Length
C6	42.00'	900.00'	0.00° 00' 00"	42.00'	42.00'
C7	33.00'	700.00'	0.00° 00' 00"	33.00'	33.00'
C8	21.00'	450.00'	0.00° 00' 00"	21.00'	21.00'
C9	27.00'	550.00'	0.00° 00' 00"	27.00'	27.00'
C10	39.00'	750.00'	0.00° 00' 00"	39.00'	39.00'
C11	48.00'	950.00'	0.00° 00' 00"	48.00'	48.00'
C12	57.00'	1150.00'	0.00° 00' 00"	57.00'	57.00'
C13	66.00'	1350.00'	0.00° 00' 00"	66.00'	66.00'
C14	75.00'	1550.00'	0.00° 00' 00"	75.00'	75.00'
C15	84.00'	1750.00'	0.00° 00' 00"	84.00'	84.00'
C16	93.00'	1950.00'	0.00° 00' 00"	93.00'	93.00'
C17	102.00'	2150.00'	0.00° 00' 00"	102.00'	102.00'
C18	111.00'	2350.00'	0.00° 00' 00"	111.00'	111.00'
C19	120.00'	2550.00'	0.00° 00' 00"	120.00'	120.00'
C20	129.00'	2750.00'	0.00° 00' 00"	129.00'	129.00'
C21	138.00'	2950.00'	0.00° 00' 00"	138.00'	138.00'
C22	147.00'	3150.00'	0.00° 00' 00"	147.00'	147.00'
C23	156.00'	3350.00'	0.00° 00' 00"	156.00'	156.00'
C24	165.00'	3550.00'	0.00° 00' 00"	165.00'	165.00'
C25	174.00'	3750.00'	0.00° 00' 00"	174.00'	174.00'
C26	183.00'	3950.00'	0.00° 00' 00"	183.00'	183.00'
C27	192.00'	4150.00'	0.00° 00' 00"	192.00'	192.00'
C28	201.00'	4350.00'	0.00° 00' 00"	201.00'	201.00'
C29	210.00'	4550.00'	0.00° 00' 00"	210.00'	210.00'
C30	219.00'	4750.00'	0.00° 00' 00"	219.00'	219.00'
C31	228.00'	4950.00'	0.00° 00' 00"	228.00'	228.00'
C32	237.00'	5150.00'	0.00° 00' 00"	237.00'	237.00'
C33	246.00'	5350.00'	0.00° 00' 00"	246.00'	246.00'
C34	255.00'	5550.00'	0.00° 00' 00"	255.00'	255.00'
C35	264.00'	5750.00'	0.00° 00' 00"	264.00'	264.00'
C36	273.00'	5950.00'	0.00° 00' 00"	273.00'	273.00'
C37	282.00'	6150.00'	0.00° 00' 00"	282.00'	282.00'
C38	291.00'	6350.00'	0.00° 00' 00"	291.00'	291.00'
C39	300.00'	6550.00'	0.00° 00' 00"	300.00'	300.00'
C40	309.00'	6750.00'	0.00° 00' 00"	309.00'	309.00'
C41	318.00'	6950.00'	0.00° 00' 00"	318.00'	318.00'
C42	327.00'	7150.00'	0.00° 00' 00"	327.00'	327.00'
C43	336.00'	7350.00'	0.00° 00' 00"	336.00'	336.00'
C44	345.00'	7550.00'	0.00° 00' 00"	345.00'	345.00'
C45	354.00'	7750.00'	0.00° 00' 00"	354.00'	354.00'
C46	363.00'	7950.00'	0.00° 00' 00"	363.00'	363.00'
C47	372.00'	8150.00'	0.00° 00' 00"	372.00'	372.00'
C48	381.00'	8350.00'	0.00° 00' 00"	381.00'	381.00'
C49	390.00'	8550.00'	0.00° 00' 00"	390.00'	390.00'
C50	399.00'	8750.00'	0.00° 00' 00"	399.00'	399.00'
C51	408.00'	8950.00'	0.00° 00' 00"	408.00'	408.00'
C52	417.00'	9150.00'	0.00° 00' 00"	417.00'	417.00'
C53	426.00'	9350.00'	0.00° 00' 00"	426.00'	426.00'
C54	435.00'	9550.00'	0.00° 00' 00"	435.00'	435.00'
C55	444.00'	9750.00'	0.00° 00' 00"	444.00'	444.00'
C56	453.00'	9950.00'	0.00° 00' 00"	453.00'	453.00'
C57	462.00'	10150.00'	0.00° 00' 00"	462.00'	462.00'
C58	471.00'	10350.00'	0.00° 00' 00"	471.00'	471.00'
C59	480.00'	10550.00'	0.00° 00' 00"	480.00'	480.00'
C60	489.00'	10750.00'	0.00° 00' 00"	489.00'	489.00'
C61	498.00'	10950.00'	0.00° 00' 00"	498.00'	498.00'
C62	507.00'	11150.00'	0.00° 00' 00"	507.00'	507.00'
C63	516.00'	11350.00'	0.00° 00' 00"	516.00'	516.00'
C64	525.00'	11550.00'	0.00° 00' 00"	525.00'	525.00'
C65	534.00'	11750.00'	0.00° 00' 00"	534.00'	534.00'
C66	543.00'	11950.00'	0.00° 00' 00"	543.00'	543.00'
C67	552.00'	12150.00'	0.00° 00' 00"	552.00'	552.00'
C68	561.00'	12350.00'	0.00° 00' 00"	561.00'	561.00'
C69	570.00'	12550.00'	0.00° 00' 00"	570.00'	570.00'
C70	579.00'	12750.00'	0.00° 00' 00"	579.00'	579.00'
C71	588.00'	12950.00'	0.00° 00' 00"	588.00'	588.00'
C72	597.00'	13150.00'	0.00° 00' 00"	597.00'	597.00'
C73	606.00'	13350.00'	0.00° 00' 00"	606.00'	606.00'
C74	615.00'	13550.00'	0.00° 00' 00"	615.00'	615.00'
C75	624.00'	13750.00'	0.00° 00' 00"	624.00'	624.00'
C76	633.00'	13950.00'	0.00° 00' 00"	633.00'	633.00'
C77	642.00'	14150.00'	0.00° 00' 00"	642.00'	642.00'
C78	651.00'	14350.00'	0.00° 00' 00"	651.00'	651.00'
C79	660.00'	14550.00'	0.00° 00' 00"	660.00'	660.00'
C80	669.00'	14750.00'	0.00° 00' 00"	669.00'	669.00'
C81	678.00'	14950.00'	0.00° 00' 00"	678.00'	678.00'
C82	687.00'	15150.00'	0.00° 00' 00"	687.00'	687.00'
C83	696.00'	15350.00'	0.00° 00' 00"	696.00'	696.00'
C84	705.00'	15550.00'	0.00° 00' 00"	705.00'	705.00'
C85	714.00'	15750.00'	0.00° 00' 00"	714.00'	714.00'
C86	723.00'	15950.00'	0.00° 00' 00"	723.00'	723.00'
C87	732.00'	16150.00'	0.00° 00' 00"	732.00'	732.00'
C88	741.00'	16350.00'	0.00° 00' 00"	741.00'	741.00'
C89	750.00'	16550.00'	0.00° 00' 00"	750.00'	750.00'
C90	759.00'	16750.00'	0.00° 00' 00"	759.00'	759.00'
C91	768.00'	16950.00'	0.00° 00' 00"	768.00'	768.00'
C92	777.00'	17150.00'	0.00° 00' 00"	777.00'	777.00'
C93	786.00'	17350.00'	0.00° 00' 00"	786.00'	786.00'
C94	795.00'	17550.00'	0.00° 00' 00"	795.00'	795.00'
C95	804.00'	17750.00'	0.00° 00' 00"	804.00'	804.00'
C96	813.00'	17950.00'	0.00° 00' 00"	813.00'	813.00'
C97	822.00'	18150.00'	0.00° 00' 00"	822.00'	822.00'
C98	831.00'	18350.00'	0.00° 00' 00"	831.00'	831.00'
C99	840.00'	18550.00'	0.00° 00' 00"	840.00'	840.00'
C100	849.00'	18750.00'	0.00° 00' 00"	849.00'	849.00'
C101	858.00'	18950.00'	0.00° 00' 00"	858.00'	858.00'
C102	867.00'	19150.00'	0.00° 00' 00"	867.00'	867.00'
C103	876.00'	19350.00'	0.00° 00' 00"	876.00'	876.00'
C104	885.00'	19550.00'	0.00° 00' 00"	885.00'	885.00'
C105	894.00'	19750.00'	0.00° 00' 00"	894.00'	894.00'
C106	903.00'	19950.00'	0.00° 00' 00"	903.00'	903.00'
C107	912.00'	20150.00'	0.00° 00' 00"	912.00'	912.00'
C108	921.00'	20350.00'	0.00° 00' 00"	921.00'	921.00'
C109	930.00'	20550.00'	0.00° 00' 00"	930.00'	930.00'
C110	939.00'	20750.00'	0.00° 00' 00"	939.00'	939.00'
C111	948.00'	20950.00'	0.00° 00' 00"	948.00'	948.00'
C112	957.00'	21150.00'	0.00° 00' 00"	957.00'	957.00'
C113	966.00'	21350.00'	0.00° 00' 00"	966.00'	966.00'
C114	975.00'	21550.00'	0.00° 00' 00"	975.00'	975.00'
C115	984.00'	21750.00'	0.00° 00' 00"	984.00'	984.00'
C116	993.00'	21950.00'	0.00° 00' 00"	993.00'	993.00'
C117	1002.00'	22150.00'	0.00° 00' 00"	1002.00'	1002.00'
C118	1011.00'	22350.00'	0.00° 00' 00"	1011.00'	1011.00'
C119	1020.00'	22550.00'	0.00° 00' 00"	1020.00'	1020.00'
C120	1029.00'	22750.00'	0.00° 00' 00"	1029.00'	1029.00'
C121	1038.00'	22950.00'	0.00° 00' 00"	1038.00'	1038.00'
C122	1047.00'	23150.00'	0.00° 00' 00"	1047.00'	1047.00'
C123	1056.00'	23350.00'	0.00° 00' 00"	1056.00'	1056.00'
C124	1065.00'	23550.00'	0.00° 00' 00"	1065.00'	1065.00'
C125	1074.00'	23750.00'	0.00° 00' 00"	1074.00'	1074.00'
C126	1083.00'	23950.00'	0.00° 00' 00"	1083.00'	1083.00'
C127	1092.00'	24150.00'	0.00° 00' 00"	1092.00'	1092.00'
C128	1101.00'	24350.00'	0.00° 00' 00"	1101.00'	1101.00'
C129	1110.00'	24550.00'	0.00° 00' 00"	1110.00'	1110.00'
C130	1119.00'	24750.00'	0.00° 00' 00"	1119.00'	1119.00'
C131	1128.00'	24950.00'	0.00° 00' 00"	1128.00'	1128.00'
C132	1137.00'	25150.00'	0.00° 00' 00"	1137.00'	1137.00'
C133	1146.00'	25350.00'	0.00° 00' 00"	1146.00'	1146.00'
C134	1155.00'	25550.00'	0.00° 00' 00"	1155.00'	1155.00'
C135	1164.00'	25750.00'	0.00° 00' 00"	1164.00'	1164.00'
C136	1173.00'	25950.00'	0.00° 00' 00"	1173.00'	1173.00'
C137	1182.00'	26150.00'	0.00° 00' 00"	1182.00'	1182.00'
C138	1191.00'	26350.00'	0.00° 00' 00"	1191.00'	1191.00'
C139	1200.00'	26550.00'	0.00° 00' 00"	1200.00'	1200.00'
C140	1209.00'	26750.00'	0.00° 00' 00"	1209.00'	1209.00'
C141	1218.00'	26950.00'	0.00° 00' 00"	1218.00'	1218.00'
C142	1227.00'	27150.00'	0.00° 00' 00"	1227.00'	1227.00'
C143	1236.00'	27350.00'	0.00° 00' 00"	1236.00'	1236.00'
C144	1245.00'	27550.00'	0.00° 00' 00"	1245.00'	1245.00'
C145	1254.00'	27750			

EXHIBIT B
THE TRAILS AT TASCOSA GOLF CLUB

FIELD NOTES for a 91.38 acre tract of land out of Section 11, Block 9, B. S. & F. Survey, City of Amarillo, Potter County, Texas.

BEGINNING at a 1/2" iron rod set with a yellow cap on the north right-of-way line of Amarillo Boulevard which bears N. 00° 01' 56" W. a distance of 423.74 feet and N. 89° 58' 04" E. a distance of 3189.68 feet from the southwest corner of said Section 11 for the southwest corner of this tract.

THENCE N. 16° 53' 23" W. a distance of 317.97 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 400.00 feet, a long chord bearing of N. 31° 36' 39" W. and a long chord distance of 203.29 feet, a curve length of 205.55 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 66° 38' 19" W. a distance of 277.64 to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 17° 17' 34" E. a distance of 104.54 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 27° 23' 57" E. a distance of 120.07 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 35° 29' 24" E. a distance of 60.83 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 25° 25' 16" E. a distance of 72.78 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northeasterly direction along said curve with a radius equal to 811.18 feet, a long chord bearing of N. 12° 13' 36" E. and a long chord distance of 275.19 feet, a curve length of 276.53 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 87° 32' 21" W. a distance of 150.72 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a northeasterly direction along a curve to the left with a radius equal to 661.18 feet, a long chord bearing of N. 00° 58' 24" E. and a long chord distance of 36.50 feet, a curve length of 36.51 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 89° 23' 29" E. a distance of 152.27 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northeasterly direction along said curve with a radius equal to 170.00 feet, a long chord bearing of N. 20° 19' 38" E. and a long chord distance of 316.39 feet, a curve length of 406.61 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

EXHIBIT B

THE TRAILS AT TASCOSA GOLF CLUB

THENCE N. 08° 16' 27" W. a distance of 43.83 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a northeasterly direction along a curve to the left with a radius equal to 175.00 feet, a long chord bearing of N. 22° 25' 42" E. and a long chord distance of 241.33 feet, a curve length of 266.29 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 34° 54' 54" W. a distance of 60.00 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 55° 05' 06" E. a distance of 108.28 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 34° 54' 54" W. a distance of 30.00 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 55° 05' 16" E. a distance of 155.36 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 20° 34' 19" W. a distance of 230.32 feet to a 1/2" iron rod set with a yellow cap for the northwest corner of this tract.

THENCE S. 89° 26' 13" E. a distance of 1863.39 feet to a 1/2" iron rod set with a yellow cap for the northeast corner of this tract.

THENCE S. 00° 05' 14" W. a distance of 470.06 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 20° 15' 41" E. a distance of 144.74 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 17° 02' 03" E. a distance of 83.15 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 23° 08' 18" E. a distance of 157.03 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 34° 43' 04" E. a distance of 153.96 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 48° 26' 52" E. a distance of 134.53 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 65° 14' 37" E. a distance of 82.06 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of N. Western Street for a corner of this tract.

THENCE S. 00° 05' 14" W., along said west right-of-way line, a distance of 185.63 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 59° 22' 48" W. a distance of 395.21 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

EXHIBIT B
THE TRAILS AT TASCOSA GOLF CLUB

THENCE N. $33^{\circ} 52' 55''$ W. a distance of 106.65 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. $0^{\circ} 05' 14''$ W. a distance of 285.32 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. $89^{\circ} 53' 51''$ E. a distance of 60.47 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the right with a radius equal to 180.00 feet, a long chord bearing of S. $75^{\circ} 07' 48''$ E. and a long chord distance of 91.76 feet, a curve length of 92.79 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. $60^{\circ} 21' 45''$ E. a distance of 93.35 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 120.00 feet, a long chord bearing of S. $75^{\circ} 07' 48''$ E. and a long chord distance of 61.18, a curve length of 61.86 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. $89^{\circ} 53' 51''$ E. a distance of 110.45 feet to a 1/2" iron rod set with a yellow cap said west right-of-way line of said N. Western Street. for the most easterly northeast corner of this tract.

THENCE S. $0^{\circ} 05' 14''$ W., along said west right-of-way line, a distance of 129.29 feet to a 1/2" iron rod set with a yellow cap for the southeast corner of this tract.

THENCE N. $44^{\circ} 54' 19''$ W. a distance of 98.00 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. $89^{\circ} 53' 51''$ W. a distance of 41.18 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a northwesterly direction along a curve to the right with a radius equal to 180.00 feet, a long chord bearing of N. $75^{\circ} 07' 48''$ W. and a long chord distance of 91.76 feet, a curve length of 92.79 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. $60^{\circ} 21' 45''$ W. a distance of 93.35 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a northwesterly direction along a curve to the left with a radius equal to 120.00 feet, a long chord bearing of N. $75^{\circ} 07' 48''$ W. and a long chord distance of 61.18 feet, a curve length of 61.86 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. $89^{\circ} 53' 51''$ W. a distance of 60.45 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

EXHIBIT B

THE TRAILS AT TASCOSA GOLF CLUB

THENCE S. 0° 05' 14" W. a distance of 319.11 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 89° 54' 12" W. a distance of 669.41 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southwesterly direction along a curve to the left with a radius equal to 4097.51 feet, a long chord bearing of S. 88° 14' 26" W. and a long chord distance of 317.88 feet, a curve length of 317.93 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 25° 30' 57" W. a distance of 464.42 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line of said Amarillo Boulevard for a corner of this tract.

THENCE in a southwesterly direction along said north right-of-way line and along a curve to the left with a radius equal to 4507.51 feet, a long chord bearing of S. 78° 53' 19" W. and a long chord distance of 726.31 feet, a curve length of 727.10 feet to the place of BEGINNING and containing 91.38 acres (3,980,391 square feet) of land.

Unofficial

Copy

FILED and RECORDED

Instrument Number: 2019OPR0011769

Filing and Recording Date: 09/05/2019 10:06:58 AM Pages: 39 Recording Fee: \$164.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Potter County, Texas.



Julie Smith, County Clerk
Potter County, Texas

DO NOT DESTROY - This document is part of the Official Public Record.

lhinojosa

Unofficial Copy