

APPALOOSA HILLS UNIT NO. 1

A SUBDIVISION OF A PORTION OF SECTION 195, BLOCK 2, A.B.&M.
SURVEY, POTTER COUNTY, TEXAS
(547.903 ACRES)

NOTE-SEE SHEET 6 FOR RESERVATION

DEDICATION

STATE OF TEXAS

COUNTY OF POTTER

KNOW ALL MEN BY THESE PRESENTS:

THAT TASCOSA LAND CO., A PARTNERSHIP, BEING THE OWNER OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT HAVE CAUSED ALL OF SAID SUCH LANDS TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS APPALOOSA HILLS UNIT NO. 1, A SUBURBAN SUBDIVISION IN POTTER COUNTY, TEXAS AND DO DECLARE ALL THE STREETS, ALLEYS, LANE AND GASPIENTS SHOWN UPON SAID PLAT AND HAS ARE DEDICATED, AND SAID ARE HEREBY DEDICATED TO THE PUBLIC FOREVER TO BE USED AS STREETS, ALLEYS, LANE AND GASPIENTS.

EXECUTED THIS 10th DAY OF July, 1980.

BY:

E. Giles Smith
E. GILES SMITH, PARTNER

Ernest A. Reeves
ERNEST A. REEVES, PARTNER

Ernest A. Reeves
ERNEST A. REEVES, PARTNER

ATTEST:

THE STATE OF TEXAS

COUNTY OF Randall

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. GILES SMITH, A MEMBER OF THE PARTNERSHIP FIRM OF TASCOSA LAND CO., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE ACT OF TASCOSA LAND CO., A PARTNERSHIP, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th DAY OF July, 1980.



Ernest A. Reeves
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS

ATTEST:

THE STATE OF TEXAS

COUNTY OF Randall

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ERNEST A. REEVES, A MEMBER OF THE PARTNERSHIP FIRM OF TASCOSA LAND CO., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE ACT OF TASCOSA LAND CO., A PARTNERSHIP, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th DAY OF July, 1980.



Ernest A. Reeves
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS

ATTEST:

THE STATE OF TEXAS

COUNTY OF POTTER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MONTE STEPHENS, A MEMBER OF THE PARTNERSHIP FIRM OF TASCOSA LAND CO., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE ACT OF TASCOSA LAND CO., A PARTNERSHIP, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th DAY OF July, 1980.

Clayton E. Israel
CLAYTON E. ISRAEL
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS



CERTIFICATE:

I, CLYDE E. ISRAEL, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THIS PLAT TRUE AND CORRECT AS CALCULATED FROM A PERIMETER SURVEY MADE BY ME UPON THE GROUND WITH MONUMENTS SET BY ALL PERIMETER CORNERS.

DATE: July 11, 1980
Clayton E. Israel
CLYDE E. ISRAEL
AMARILLO, TEXAS

APPROVAL:

APPROVED BY:

PLANNING AND ZONING COMMISSION OF THE CITY OF AMARILLO, TEXAS

DATE: 7/11/80, 1980
W. R. Graham
W. R. GRAHAM

APPROVED BY:

COMMISSIONERS COURT OF POTTER COUNTY, TEXAS

DATE: August 25, 1980
Clayton E. Israel
CLAYTON E. ISRAEL

APPROVED BY:

31-COUNTY HEALTH OFFICE

DATE: 8-28-80, 1980
Clayton E. Israel
CLAYTON E. ISRAEL

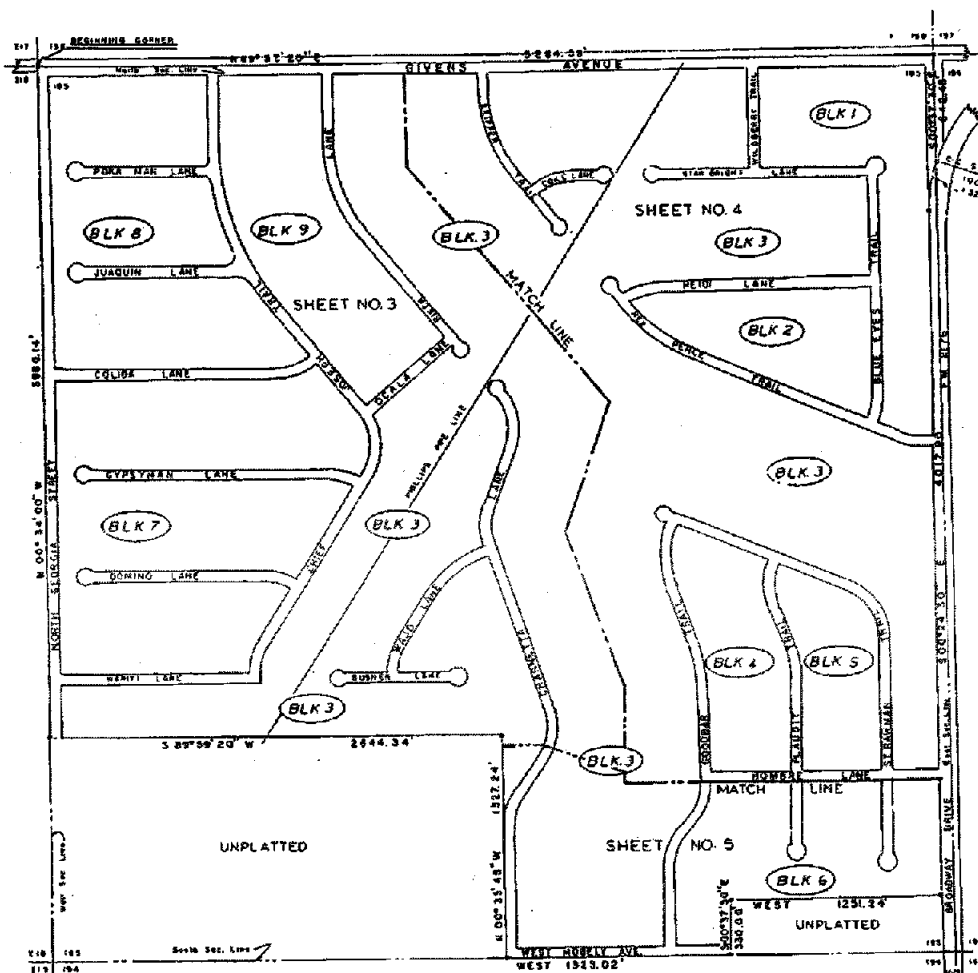
PREPARED BY
THOMAS ISRAEL
CONSULTING ENGINEERS
AMARILLO, TEXAS

510329

VOL 1275 PAGE 26

Index 489-49

APPALOOSA HILLS UNIT 1



DESCRIPTION:

A subdivision of Section 195, Block 2, A. B. M. Survey, same and except the south one-half of the southwest one-quarter and the south ten acres of the southeast one-quarter of the northeast one-quarter and that portion of said section along the east side divided to the State of Texas for highway A. B. M. Spot tract is described by metes and bounds as follows:
BEG at an iron pipe marking the northeast corner of said Section 195;
THENCE N 89° 57' 20" E, 5266.59 ft. to an iron pipe marking the northeast corner of said Section 195;
THENCE S 00° 51' 30" E, along the east line of said Section 195, 442.48 ft. to a point in the northwestern P. O. M. line of FM Hwy 2136, said point being in a non-tangent curve concave to the Southeast whose radius point bears S 71° 02' 17" E, 1008.37 ft.;
THENCE southwesterly along said P. O. M. curve an arc distance of 326.83 ft. to a point of tangency;
THENCE S 00° 58' 30" E, along said P. O. M. line, 4017.30 ft. to an iron pipe set in the north line of a ten acre tract marking the most easterly south-east corner of the tract;
THENCE West, along the north line of said ten acre tract, 1861.64 ft. to the northeast corner of said tract;
THENCE S 00° 51' 30" E, 330.00 ft. to an iron pipe set in the south line of Section 195 marking the southwest corner of said ten acre tract;
THENCE West, along the south line of Section 195, 1325.01 ft. to an iron rod marking the southeast corner of the southwest one-quarter Section 195;
THENCE N 00° 55' 45" W, along the east line of said quarter section, 1377.34 ft. to an iron rod marking the northeast corner of the south one-half of said southwest one-quarter Section 195;
THENCE S 89° 57' 20" W, along the north line of said tract, 2624.35 ft. to an iron rod set in the west line of Section 195 marking the westerly south-west corner of the tract described herein;
THENCE N 00° 51' 05" W, along the west line of Section 195, 1200.14 ft. to the place of beginning and containing 547.301 acres of land more or less.

PREPARED BY
THOMAS - ISRAEL
 CONSULTING ENGINEERS
 AMARILLO, TEXAS

APPALOOSA HILLS UNIT I

NORTH LINE SEC. 7 & 8

GIVEN AVENUE

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

REID LANE

STRAWMAN LANE

EAST HOMER LANE

MATCH LINE SHEET 1

N

0 100 200

SCALE 1 IN. = 200 FT.

PREPARED BY
THOMAS-ISRAEL
CONSULTING ENGINEERS
AMARILLO, TEXAS

SHEET 400

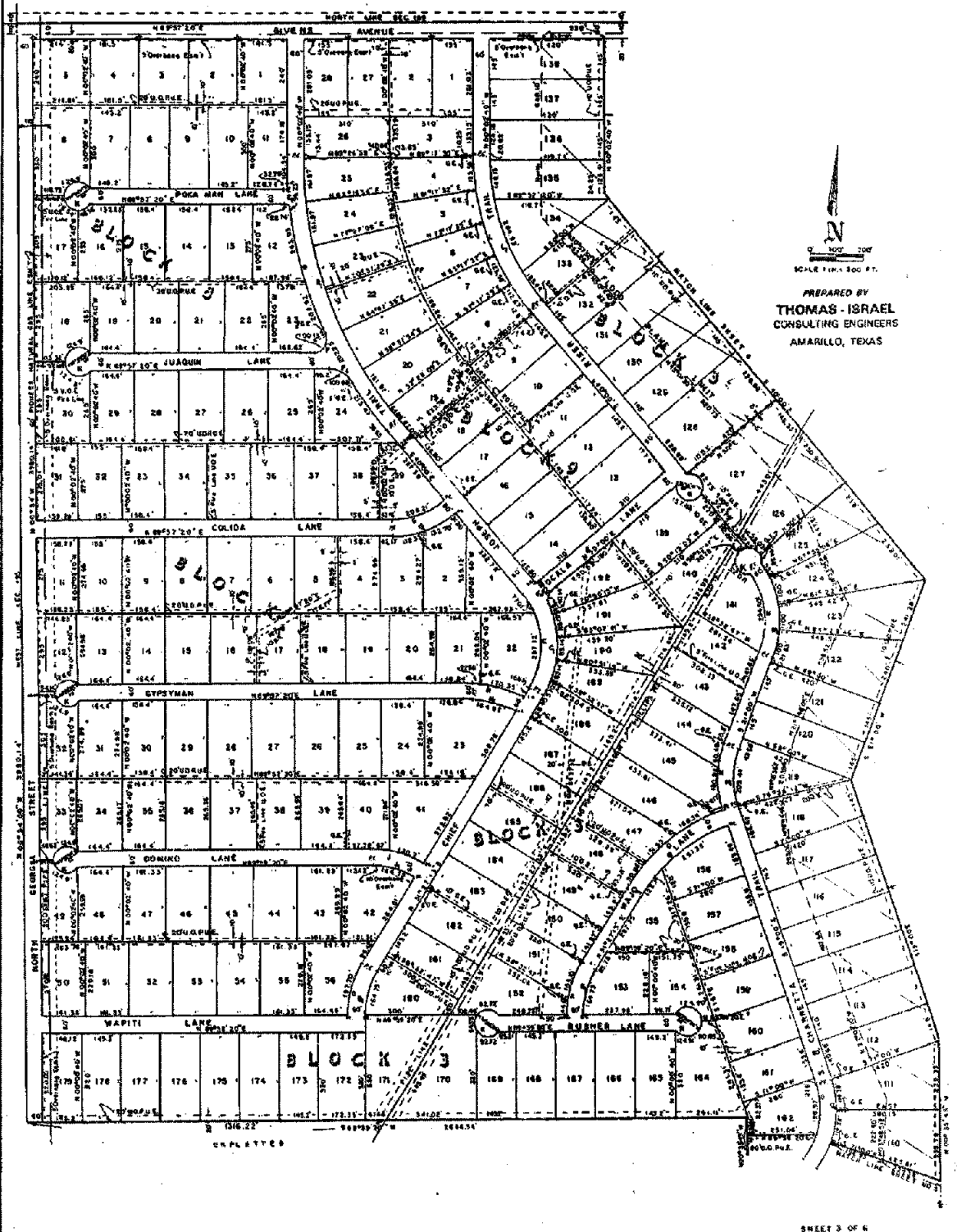
PREPARED BY
THOMAS - ISRAEL
CONSULTING ENGINEERS
AMARILLO, TEXAS

156

510329

28 1275-01

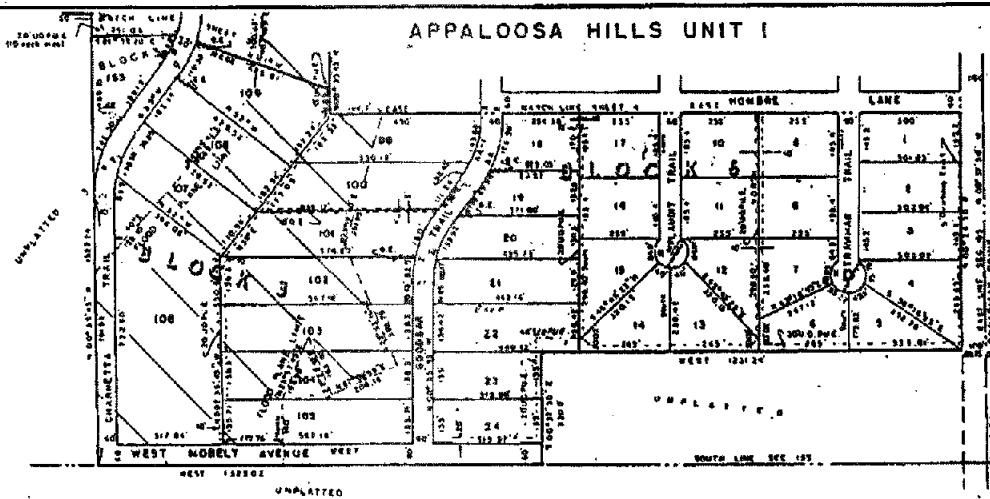
APPALOOSA HILLS UNIT 1



SHEET 3 OF 4

510329

APPALOOSA HILLS UNIT I



CURVE DATA

MARK	RADIUS	ANGLE	LENGTH	TANGENT
A	1004.11'	10° 24' 09"	328.88'	168.26'
B	1504'	33° 37' 10"	1031.34'	580.31'
B1	1804'	33° 37' 10"	1049.82'	547.41'
C	300'	31° 27' 13"	234.25'	215.76'
C1	360'	31° 27' 13"	286.96'	258.34'
D	360'	31° 27' 13"	277.90'	101.41'
D1	300'	31° 27' 13"	164.76'	64.81'
E	20'	33° 44' 30"	32.76'	21.30'
E1	20'	33° 44' 30"	28.74'	17.69'
F	50'	118° 44' 09"	100.15'	78.05'
F1	100'	51° 51' 55"	100.36'	58.27'
G	300'	33° 51' 20"	209.21'	103.00'
G1	300'	33° 51' 20"	281.05'	130.03'
H	360'	31° 27' 13"	187.31'	104.52'
H1	300'	31° 27' 13"	164.92'	64.80'
J	360'	31° 27' 13"	157.70'	101.41'
J1	300'	31° 27' 13"	164.76'	64.81'
K	50'	70° 47' 37"	69.81'	00'
L	601'	33° 51' 20"	67.14'	33.12'
L1	612'	33° 51' 20"	879.34'	295.31'
M	30'	76° 29' 27"	40.14'	28.72'
M1	300'	31° 27' 13"	187.31'	104.52'
N	300'	31° 27' 13"	187.31'	104.52'
N1	300'	31° 27' 13"	187.31'	104.52'
O	360'	31° 27' 13"	258.15'	125.46'
O1	360'	31° 27' 13"	258.15'	125.46'
P	360'	31° 27' 13"	258.15'	125.46'
P1	300'	31° 27' 13"	164.76'	64.81'
Q	493.07'	33° 52' 47"	494.86'	236.33'
Q1	535.07'	33° 52' 47"	413.45'	216.38'
R	300'	31° 27' 13"	187.31'	104.52'
R1	300'	31° 27' 13"	164.76'	64.81'
S	645'	33° 52' 47"	677.16'	321.72'
S1	625'	33° 52' 47"	578.31'	293.31'
T	1000'	31° 27' 13"	271.24'	240.00'
T1	1000'	31° 27' 13"	439.51'	354.48'
U	360'	31° 27' 13"	187.31'	104.52'
U1	360'	31° 27' 13"	187.31'	104.52'
V	360'	31° 27' 13"	291.05'	130.03'
V1	300'	31° 27' 13"	164.76'	64.81'
W	300'	31° 27' 13"	219.91'	116.16'
W1	300'	31° 27' 13"	219.91'	116.16'
X	300'	31° 27' 13"	219.91'	116.16'
X1	300'	31° 27' 13"	219.91'	116.16'
Y	50'	70° 47' 37"	69.81'	00'
Y1	300'	31° 27' 13"	164.76'	64.81'
Z	300'	31° 27' 13"	164.76'	64.81'
Z1	300'	31° 27' 13"	164.76'	64.81'
AA	360'	31° 27' 13"	258.15'	125.46'
AA1	300'	31° 27' 13"	164.76'	64.81'
BB	1000'	31° 27' 13"	271.24'	240.00'
BB1	1000'	31° 27' 13"	439.51'	354.48'
CC	412'	41° 00'	499.18'	279.31'
CC1	412'	41° 00'	418.17'	216.00'
DD	360'	31° 27' 13"	258.15'	125.46'
DD1	360'	31° 27' 13"	258.15'	125.46'
EE	700'	31° 27' 13"	271.24'	240.00'
EE1	1115'	31° 27' 13"	611.76'	414.42'
GG	600'	31° 27' 13"	394.05'	26.21'
GG1	480'	31° 27' 13"	214.14'	104.03'
HH	360'	31° 27' 13"	258.15'	125.46'

GENERAL NOTES:

- Direct Vehicular Access to residential lots from North Georgia St., N.M. 8176 (Broadway St.) and Mobley Ave. is prohibited.
- Direct Vehicular Access to residential lots from County Road 10 is allowed from all lots except lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. Such access shall be limited to a width of 20 feet measured from the lot corner indicated on this plat.
- Flood Hazard areas shown on this plat are approximate. Information derived on data supplied by U.S. Department of Housing and Urban Development, Federal Insurance Administration.
- The following restrictions apply to the Flood Hazard Area:
 - No building permits shall be issued within this area.
 - No filling may be constructed within this area unless special permission is obtained from the City of Amarillo Engineering Department.
 - No temporary structures or materials shall be placed in this area.
 - All area shall be maintained free of debris and obstructions.

LEGEND:

Flood Hazard Area
 U.O.E. Unobstructed Easement
 P.U.E. Public Utility Easement
 U.O.P.U.E. Unobstructed Public Utility Easement
 Drainage Easement

0.5' to 40' Guy Easement
 Easement as noted, split equally by common lot line (unless otherwise noted)

Typical "Y" Intersection of Unobstructed Easements and Unobstructed Public Utility Easements

Lot corner Limited Vehicular Access to be measured from.

0.5' 5' to 60' Guy Easement

N
 SCALE 1" = 100' 0"
 PREPARED BY
THOMAS ISRAEL
 CONSULTING ENGINEERS
 AMARILLO, TEXAS

WE, THE UNDERSIGNED, F. GILES SMITH, EMERY M. REEVES AND MONTE STEPHENS, BEING THE PRESENT OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN, DO HEREBY MAKE THE OFFERING DECLARATION AND PRESENTATION HEREIN FOR THE PURPOSE OF HAVING THE PLAT AND DECLARATION ACCEPTED, RESERVING FROM THIS PRESENTATION THE ISSUE OF WHETHER THE COUNTY OF PRATER SHOULD OR SHALL ACCEPT THE PUBLIC ROADS AND STREETS FOR MAINTENANCE. THE ACCEPTANCE OF THIS PLAT AND DECLARATION BY THE COUNTY COMMISSIONERS COURT OF PRATER COUNTY SHALL IN NO WISE PREJUDICE THE COURT IN ANY FUTURE DETERMINATION OF WHETHER TO ACCEPT THE ROADS AND STREETS FOR MAINTENANCE.

COVENANTS AND RESTRICTIONS

APPALOOSA HILLS UNIT NO. 1, AN ADDITION TO POTTER COUNTY, TEXAS

DURATION:

These Restrictions and Covenants are made applicable to all parts of the said Appaloosa Hills Unit No. 1, and same run with the land, and same shall inure to the benefit of Tascosa Land Company, and its successors and assigns, as well as to each and every purchaser of lands in the above referenced addition, as well as their respective heirs, successors and assigns. Any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal method deemed advisable, and the same shall be effective until January 1, 1999, after which time said Restrictions and Covenants will automatically be extended for successive periods of ten (10) years; provided, however, that the owner of the majority of the square foot area of the tracts in the above said addition may release all of the tract hereby restricted from any one or more of these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the County Clerk of Potter County, Texas, at any time prior to January 1, 1999, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

ENFORCEMENT:

Violation of the Restrictions and Covenants herein shall not effect a reverter, but violations of them may be restrained in a proceeding at law or in equity without proof of irreparable damage or damages, for which any tract owner may recover.

Invalidation of one or more of the Restrictions or Covenants shall not affect the other provisions herein which shall remain in full force and effect.

RESTRICTIONS:

1. The property shall be used for residential and light agricultural purposes only. No tract shall be subdivided into any tract of less than one-half (1/2) acre and no more than one (1) residence per tract, or per one-half (1/2) acre tract, if so subdivided, shall be allowed. No commercial or industrial uses are permitted, and such property shall not be used for wrecking yards or obnoxious trades or businesses. Commercial raising of livestock, hogs, swine and poultry is expressly prohibited. The owner or tenant of any tract may keep no more than two (2) horses and/or two (2) head of cattle per tract, same to be kept for personal use. No swine, pigs or hogs or animal kennel shall be permitted whatsoever. No quantity of poultry shall be kept when it becomes a nuisance to the community either by noise or odor.
2. No animal shelter shall be so near to an adjoining property owner's residence as to create a nuisance, nor shall same be closer than 100' from the frontage road running in front of the property. No boarding kennel shall be allowed whatsoever.
3. The term "residence purpose" as used herein shall exclude commercial and professional use, and any such use of this property is expressly prohibited except with the prior written consent thereto of Tascosa Land Company, its designated agents, successors or assigns.
4. No residential buildings shall be moved in to be placed on any of the tracts of the above described property; provided, however, that new construction "ready-built" and "Modular" homes may be placed on any portion of the above described property as long as they meet all other requirements set forth in these Restrictions and Covenants.
5. No cesspool, open toilet or privy shall be permitted on any such property. Each dwelling shall be equipped with a steel or concrete septic tank with adequate drain fill and in compliance with the laws of the State of Texas, and of any subdivision of which the above described property is a part.
6. All structures located on the above described property, excluding horse barns and storage buildings, but specifically including dwelling structures, shall consist of at least 50% masonry exterior, with masonry described as brick, tile, stucco or concrete. All main dwelling structures must be single family dwellings of a minimum of 1,000 sq. feet of living area excluding open porches and garages.

7. No used or second hand materials may be used on the exterior of any building or structure (with the exception of used brick) on any structure erected on any tract hereof, and any structure erected on any tract hereof must be completed within twelve (12) months from the date of the commencement of such construction.

8. No building shall be erected closer than 25' to an interior property tract line and 5' to the rear property tract line and 25' to the front property tract line.

9. No structure of a temporary character may be used as a residence, or no motor boat, truck house trailer, motor home, tent, shack, basement, garage, or other building erected or placed on the tract shall at any time be used as a residence, temporarily or permanently. No garage or servant's house shall be erected on any tract in the above said addition with roof or outside walls made of material or color different from those used in the main house or residence erected on such tract.

10. A mobile home may be placed on a tract on the above described property for use as a residence, provided same is at least 12' x 60' in size, is not more than five (5) model years old from the date same is placed on said tract, and further provided that any mobile home shall be anchored, and the area from the floor to the ground level shall be filled in or covered in a good and workmanlike manner within three (3) months of moving such mobile home on a tract.

11. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements thereon, and then such material shall be placed within the property lines of the tract upon which the improvements are to be erected.

12. No regular parking of any commercial truck, livestock trailer-truck, van, hot rod, boat, motor home, house trailer, or airplane in the street in front of any tract, nor any regular parking of any commercial truck, livestock trailer-truck, hot rod, house trailer or airplane on the driveway of any improvements erected on any of said property in the above referenced addition shall be allowed.

13. No person shall use any of the above described property for a wrecking yard or the temporary storing of old or inoperative automobiles unless the same are properly garaged. Said property shall not be used for the outside storage of junk of any nature.

14. The above described owner of said property, and its successors and assigns, may make other restrictions applicable to any tract in the above referenced addition by appropriate provision in the Contract of Sale of said tract or in the Deed thereto without otherwise modifying the restrictions hereinabove set out, and such other restrictions when made shall inure to the benefit of all of the beneficiaries hereto, and shall bind the respective parties in the same manner as though they had been expressly written herein verbatim.

EASEMENTS:

The utility easements so dedicated hereby may be used by the public, and the County of Potter, State of Texas, or by the public utilities serving the County of Potter, State of Texas, for construction, using and maintaining public facilities. The roads on the above described development are hereby dedicated to the public use.

PLAT:

A plat of APPALOOSA HILLS UNIT #1 showing the utility easements and tracts has been previously prepared by Thomas & Israel, Registered Civil Engineers, said plat having been approved by the Planning and Zoning Commission of the City of Amarillo, Texas, on the 11th day of August, 1980, having been approved by the Commissioner's Court of Potter County, Texas, on the 25th day of August, 1980, and having been filed of record in the Deed Records of Potter County, Texas, on the 3rd day of September, 1980, and being of record in Volume 1275, Page 26, of the Deed Records of Potter County, Texas, which plat is incorporated herein at this point by reference as fully as though copied herein verbatim.

IN WITNESS WHEREOF, TASCOSA LAND COMPANY, acting by and through its duly authorized undersigned partners, the owner of the above described property, has hereby executed this instrument on this, the 5th day of February, 1981.

78
DEDICATION, RESTRICTIONS AND COVENANTS
OF APPALOOSA HILLS UNIT NO. 1
AN ADDITION TO POTTER COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF POTTER §

KNOW ALL MEN BY THESE PRESENTS:

That TASCOSA LAND COMPANY, a partnership composed of Monte D. Stephens, E. Giles Smith, and Ernest R. Reeves, owner of the hereinbelow described property, has caused to be platted as an addition to Potter County, Texas, the hereinafter described tract of land, herein subdivided into tracts with utility easements hereby dedicated to the public use, which said property is described as follows:

A subdivision of Section 195, Block 2, A.B. & M. Survey, save and except the south one-half of the southwest one-quarter and the south ten acres of the southeast one-quarter of the southeast one-quarter and that portion of said section along the east side deeded to the State of Texas for highway R.O.W., said tract is described by metes and bounds, to-wit:

BEGINNING at an iron pipe marking the northwest corner of said Section 195;

THENCE N. 89° 57' 20" E., 5284.59 feet to an iron pipe marking the northeast corner of said Section 195;

THENCE S. 00° 37' 30" E., along the east line of said Section 195, 642.48 feet to a point in the northwesterly R.O.W. line of FM Hwy. 2176, said point being in a non-tangent curve concave to the southeast whose radius point bears S. 71° 50' 21" E., 1005.37 feet;

THENCE southwesterly along said R.O.W. curve an arc distance of 325.83 feet to a point of tangency;

THENCE S. 00° 24' 30" E., along said R.O.W. line, 4017.90 feet to an iron pipe set in the north line of a ten acre tract marking the most easterly southeast corner of this tract;

THENCE West, along the north line of said ten acre tract, 1251.24 feet to the northwest corner of said tract;

THENCE S. 00° 37' 30" E., 330.00 feet to an iron pipe set in the south line of Section 195 marking the southwest corner of said ten acre tract;

THENCE West, along the south line of Section 195, 1325.02 feet to an iron rod marking the southeast corner of the southwest one-quarter Section 195;

THENCE N. 00° 35' 45" W., along the east line of said quarter section 1327.24 feet to an iron rod marking the northeast corner of the south one-half of said southwest one-quarter Section 195;

THENCE S. 89° 59' 20" W., along the north line of said tract, 2644.34 feet to an iron rod set in the west line of Section 195 marking the westerly southwest corner of the tract described herein;

THENCE N. 00° 34' 00" W., along the west line of Section 195, 3980.14 feet to the place of beginning and containing 547.903 acres of land more or less.

NAME OF ADDITION

This addition shall be known as APPALOOSA HILLS UNIT

NO. 1.

DURATION

These Restrictions and Covenants are made applicable to all parts of the said Appaloosa Hills Unit No. 1 and same run with the land, and same shall inure to the benefit of Tascosa Land Company, and its successors and assigns, as well as to each and every purchaser of lands in the above referenced addition, as well as their respective heirs, successors and assigns. Any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal method deemed advisable, and the same shall be effective until January 1, 1999, after which time said Restrictions and Covenants will be automatically extended for successive periods of ten (10) years; provided, however, that the owner of the majority of the square foot area of the tracts in the above said addition may release all of the tracts hereby restricted from any one or more of these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the County Clerk of Potter County, Texas, at any time prior to January 1, 1999, or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter.

ENFORCEMENT

Violation of the Restrictions and Covenants herein shall not effect a reverter, but violations of them may be restrained in a proceeding at law or in equity without proof of irreparable damage or damages, for which any tract owner may recover.

Invalidation of one or more of the Restrictions or Covenants shall not affect the other provisions herein which shall remain in full force and effect.

GENERAL RESTRICTIONS

1. The property shall be used for residential and light agricultural purposes only. No tract shall be subdivided

into any tract of less than one-half (1/2) acre and no more than one (1) residence per tract, or per one-half (1/2) acre tract, if so subdivided, shall be allowed. No commercial or industrial uses are permitted, and such property shall not be used for wrecking yards or obnoxious trades or businesses. Commercial raising of livestock, hogs, swine and poultry is expressly prohibited. The owner or tenant of any tract may keep no more than two (2) horses and/or two (2) head of cattle per tract, same to be kept for personal use. No swine, pigs or hogs or animal kennel shall be permitted whatsoever. No quantity of poultry shall be kept when it becomes a nuisance to the community either by noise or odor.

2. No animal shelter shall be so near to an adjoining property owner's residence as to create a nuisance, nor shall same be closer than 100' from the frontage road running in front of the property. No boarding kennel shall be allowed whatsoever.

3. The term "residence purpose" as used herein shall exclude commercial and professional use, and any such use of this property is expressly prohibited except with the prior written consent thereto of Tascosa Land Company, its designated agents, successors or assigns.

4. No residential buildings shall be moved in to be placed on any of the tracts of the above described property; provided, however, that new construction "ready-built" and "modular" homes may be placed on any portion of the above described property as long as they meet all other requirements set forth in these Restrictions and Covenants.

5. No cesspool, open toilet or privy shall be permitted on any of such property. Each dwelling shall be equipped with a steel or concrete septic tank with adequate drain fill and in compliance with the laws of the State of Texas, and of any subdivision of which the above described property is a part.

6. All structures located on the above described property, excluding horse barns and storage buildings, but specifically including dwelling structures, shall consist of at least 50%

masonry exterior, with masonry described as brick, tile, stucco, or concrete. All main dwelling structures must be single family dwellings of a minimum of 1,000 sq. ft. of living area excluding open porches and garages.

7. No used or second hand materials may be used on the exterior of any building or structure (with the exception of used brick) on any structure erected on any tract hereof, and any structure erected on any tract hereof must be completed within twelve (12) months from the date of the commencement of such construction.

8. No building shall be erected closer than 25' to an interior property tract line and 5' to the rear property tract line and 25' to the front property tract line.

9. No structure of a temporary character may be used as a residence, or no motor boat, truck, house trailer, motor home, tent, shack, basement, garage, or other building erected or placed on the tract shall at any time be used as a residence, temporarily or permanently. No garage or servant's house shall be erected on any tract in the above said addition with roof or outside walls made of material or color different from those used in the main house or residence erected on such tract.

10. A mobile home may be placed on a tract on the above described property for use as a residence, provided same is at least 12' x 60' in size, is not more than five (5) model years old from the date same is placed on said tract, and further provided that any mobile home shall be anchored, and the area from the floor to the ground level shall be filled in or covered in a good and workmanlike manner within three (3) months of moving such mobile home on a tract.

11. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements thereon, and then such material shall be placed within the property lines of the tract upon which the improvements are to be erected.

12. No regular parking of any commercial truck, livestock trailer-truck, van, hot rod, boat, motor home, house trailer, or airplane in the street in front of any tract, nor any regular parking of any commercial truck, livestock trailer-truck, hot rod, house trailer or airplane on the driveway of any improvements erected on any of said property in the above referenced addition shall be allowed.

13. No person shall use any of the above described property for a wrecking yard or the temporary storing of old or inoperative automobiles unless same are properly garaged. Said property shall not be used for the outside storage of junk of any nature.

14. The above described owner of said property, and its successors and assigns, may make other restrictions applicable to any tract in the above referenced addition by appropriate provision in the Contract of Sale of said tract or in the Deed thereto without otherwise modifying the restrictions hereinabove set out, and such other restrictions when made shall inure to the benefit of all of the beneficiaries hereto, and shall bind the respective parties in the same manner as though they had been expressly written herein verbatim.

EASEMENTS

The utility easements so dedicated hereby may be used by the public, and the County of Potter, State of Texas, or by the public utilities serving the County of Potter, State of Texas, for construction, using and maintaining public facilities. The roads on the above described development are hereby dedicated to the public use.

PLAT

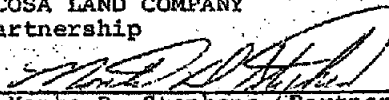
A plat of APPALOOSA HILLS UNIT NO. 1 showing the utility easements and tracts has been previously prepared by Thomas & Israel, Registered Civil Engineers, said plat having been approved by the Planning and Zoning Commission of the City of Amarillo, Texas, on the

11th day of August, 1980, having been approved by the Commissioner's Court of Potter County, Texas, on the 25th day of August, 1980, and having been filed of record in the Deed Records of Potter County, Texas, on the 3rd day of September, 1980, and being of record in Volume 1275, Page 26, of the Deed Records of Potter County, Texas, which plat is incorporated herein at this point by reference as fully as though copied herein verbatim.

IN WITNESS WHEREOF, TASCOSA LAND COMPANY, acting by and through its duly authorized undersigned partners, the owner of the above described property, has hereby executed this instrument on this, the 5th day of February, 1981.

TASCOSA LAND COMPANY
A Partnership

By


Monte D. Stephens, Partner

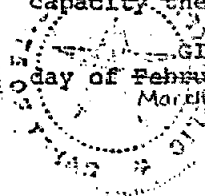

E. Giles Smith, Partner


Ernest R. Reeves, Partner

THE STATE OF TEXAS §
COUNTY OF Randall §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of February, 1981.

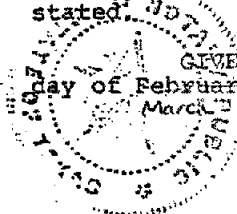


Phonda L. Moore
Notary Public, in and for
Randall County, Texas
My Commission Expires: February 27, 1984

THE STATE OF TEXAS §
COUNTY OF RANDALL §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of February, 1981.



Phonda L. Moore
Notary Public, in and for
Randall County, Texas
My Commission Expires: February 27, 1984

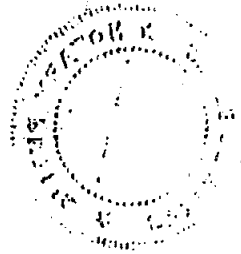
THE STATE OF TEXAS §
COUNTY OF RANDALL §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of February, 1981.



Phonda L. Moore
Notary Public, in and for
Randall County, Texas
My Commission Expires: February 27, 1984



STATE OF TEXAS }
COUNTY OF POTTER

I hereby certify that this instrument was FILED on this
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the *Plot*
RECORDS of POTTER COUNTY, Texas
as stamped hereon by me.



MRS. SUE DANIEL
County Clerk
Potter County, Texas

Mary Johnson

FILED	5 th	32694
FILED	5 th	32694
FILED	5 th	32694

28
MAR 19 10 14 AM '84

RECEIVED FOR DEPT.
COUNTY CLERK POTTER
COUNTY TEXAS

0
NO. 2773

THE STATE OF TEXAS,
COUNTY OF POTTER

-----000000-----
Know All Men By These Presents:

That we, Herman Kerr and wife, Alice Kerr of the County of Potter State of Texas for and in consideration of the sum of Ten Thousand, one hundred sixty two & 40/100 (\$10,162.40) DOLLARS to us paid, and secured to be paid, by Norman C. Crum as follows:

The sum of \$3367.40, to us, cash in hand paid, the receipt of which is hereby acknowledged, and the further sum of \$6775.00, evidenced by two certain promissory vendor's lien notes, bearing even date herewith, and payable as follows:

Note No. 1, in the principal sum of \$1600.00, payable in five equal annual installments of \$320.00 each, the first installment to become due and payable on or before the 3rd day of June, 1944, and each successive installment payable on or before the 3rd day of June of each

Minerals

323-276

successive year thereafter, until said note fully paid.

Note No 2, being in the principal sum of \$5175.00, dated June 3, 1943, payable in ten annual equal installments of \$517.50, each, the first installment to become due and payable on or before June 3, 1948, and each successive installment to become due and payable on or before the 3rd day of June of each successive year thereafter until said note fully paid. Each of said notes bearing interest at the rate of 6% per annum, interest payable annually as it accrues, and each of said notes providing that in the event of default in the payment of principal or interest thereon, and same shall remain delinquent for a period of thirty days after maturity, that the owner and holder of said indebtedness, or any part thereof, may at his election declare all unpaid indebtedness to become due and payable. Said notes containing the usual default in payment and ten percent attorney fee clause., and being further secured by a deed of trust bearing even date herewith.

Grantee assumes the payment of the taxes for the year 1943.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Norman C. Crum of the County of _____ State of Texas all that certain lot, tract or parcel of land, lying and being situated in the County of Potter, State of Texas, described as

All of Section 195, Certificate No. 701, Block No 2, Issued to Adams, Beaty and Moulton, and patented to Ann Elliott by Patent No 249, Vol 29, and containing 640 acres of land more or less. It is understood that 3/4ths of the mineral interest in and under and that may be found on said land are hereby reserved for the use and benefit of the Vendor, and 1/4th thereof being conveyed herewith to the Vendee. The Vendee shall have the exclusive right to lease for mineral interest and to receive the full consideration in the way of bonus or deferred payments that part of said property herein conveyed, known as the Southeast Quarter of Said Section, and likewise that the Vendor shall have the right to lease for mineral interest the remaining 3/4ths of said land, and to receive for his own use all bonus payments or deferred payments in connection therewith, but that should production be had under any lease, whether made by Vendor or Vendee, or their respective heirs or assigns, that the parties hereto, their heirs and assigns shall participate in the royalties received therefrom on the basis of 3/4th to the Vendor, his heirs and assigns, and 1/4th to the Vendee, his heirs and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said, Norman C. Crum, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Norman C. Crum, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness our hand, at Amarillo, Texas this Third Day of June 1943

Harmon Kerr

Alice Kerr

\$11.55 Revenue Stamps

THE STATE OF TEXAS,

278

personally appeared Herman Kerr and Alice Kerr, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Alice Kerr, wife of the said Herman Kerr having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Alice Kerr acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of June A. D. 1943

Porter R Underwood

"Seal"

Notary Public in and for Potter County,

FILED FOR RECORD on the 3rd day of June A. D. 1943 at 3:30 P. M.

DULY RECORDED on this the 12th day of June A. D. 1943 at 12:35 P. M.

Hubert Cole

By Carlton W. Underwood Deputy

County Clerk

-----000000-----

NO. 277

THE STATE OF TEXAS,

Know All Men By These Presents:

1173/460

1173-2400
THE STATE OF TEXAS,
COUNTY OF POTTER

KNOW ALL MEN BY THESE PRESENTS:

That we, MIMA JENNINGS, a single woman, of Sedgewick County, Kansas; KEITH JENNINGS, of Potter County, Texas, MARTHA KYLE, the wife of Ted Kyle, of Wagoner County, Oklahoma, IVAN JENNINGS, of Wagoner County, Oklahoma; ROYAL JENNINGS, of Shawnee County, Kansas, and DON DAVIS, of Jackson County, Missouri, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good, lawful and sufficient consideration, to us in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAMES R. COLLINS of the County of Randall State of Texas, his heirs and assigns, a right of way and easement for road and highway purposes, which right of way and easement shall be of a breadth of thirty feet (30'), over and across the following lands of Grantors, lying and being situated in Potter County, Texas, and described as follows:

The Northwest Quarter (NW/4) and the North Half (N/2) of the Southwest Quarter (SW/4) of Section 195, Block 2, A.B.&M Survey, Potter County, Texas;

which said right of way and easement is located along the West line of said above described property.

The Grantee, his heirs and assigns, are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TO HAVE AND TO HOLD said right of way and easement; unto said Grantee, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and

1173 461

singular and premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 18th day of February, 1972.

Mima Jennings

Keith Jennings

Martha Kyle

Ivan Jennings

Royal Jennings

Don Davis

THE STATE OF KANSAS)
COUNTY OF SEDGWICK)

BEFORE ME, the undersigned authority, on this day personally appeared MIMA JENNINGS, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of February, 1972.



Virginia L. Graham
Notary Public, Sedgwick County, Kansas
My Commission Expires: May 19, 1974

Vol. 1173 pg. 162

THE STATE OF TEXAS

COUNTY OF POTTER

BEFORE ME, the undersigned authority, on this day personally appeared
KEITH JENNINGS, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of
February 1972.

Marguerite H. Boller
Notary Public, Potter County, Texas

THE STATE OF OKLAHOMA

COUNTY OF WAGONER

BEFORE ME, the undersigned authority, on this day personally appeared
MARTHA KYLE, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of
February 1972.

James J. Thomas
Notary Public, Wagoner County, Oklahoma
My Commission Expires: 12/26/74

THE STATE OF OKLAHOMA

COUNTY OF WAGONER

BEFORE ME, the undersigned authority, on this day personally appeared
IVAN JENNINGS, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of
February 1972.

James J. Thomas
Notary Public, Wagoner County, Oklahoma
My Commission Expires: 12/26/74

THE STATE OF KANSAS

COUNTY OF SHAWNEE

BEFORE ME, the undersigned authority, on this day personally appeared
ROYAL JENNINGS, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of
February 1972.



Eugene A. Thompson
Notary Public, Shawnee County, Kansas
My Commission Expires: March 13, 1973

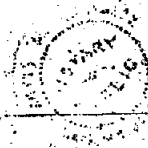
THE STATE OF Arkansas

Vol. 1273 pg 461

COUNTY OF Jackson

BEFORE ME, the undersigned authority, on this day personally appeared
DON DAVIS known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
he, executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of
February 19 72



Robert B. Gorman, Jr.
Notary Public, Jackson County, Arkansas
My Commission Expires February 28, 1974

THE STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared
MARTHA SUE HAMILTON known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of
19 72

Notary Public, County,
My Commission Expires

THE STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, the undersigned authority, on this day personally appeared
MARY LOU CHAMBERS NUTTER known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that
S he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of
19 72

Notary Public, Tulsa County, Oklahoma
My Commission Expires

376874

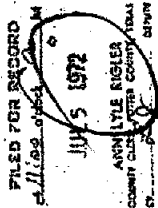
Warranty deed

Maria Jennings

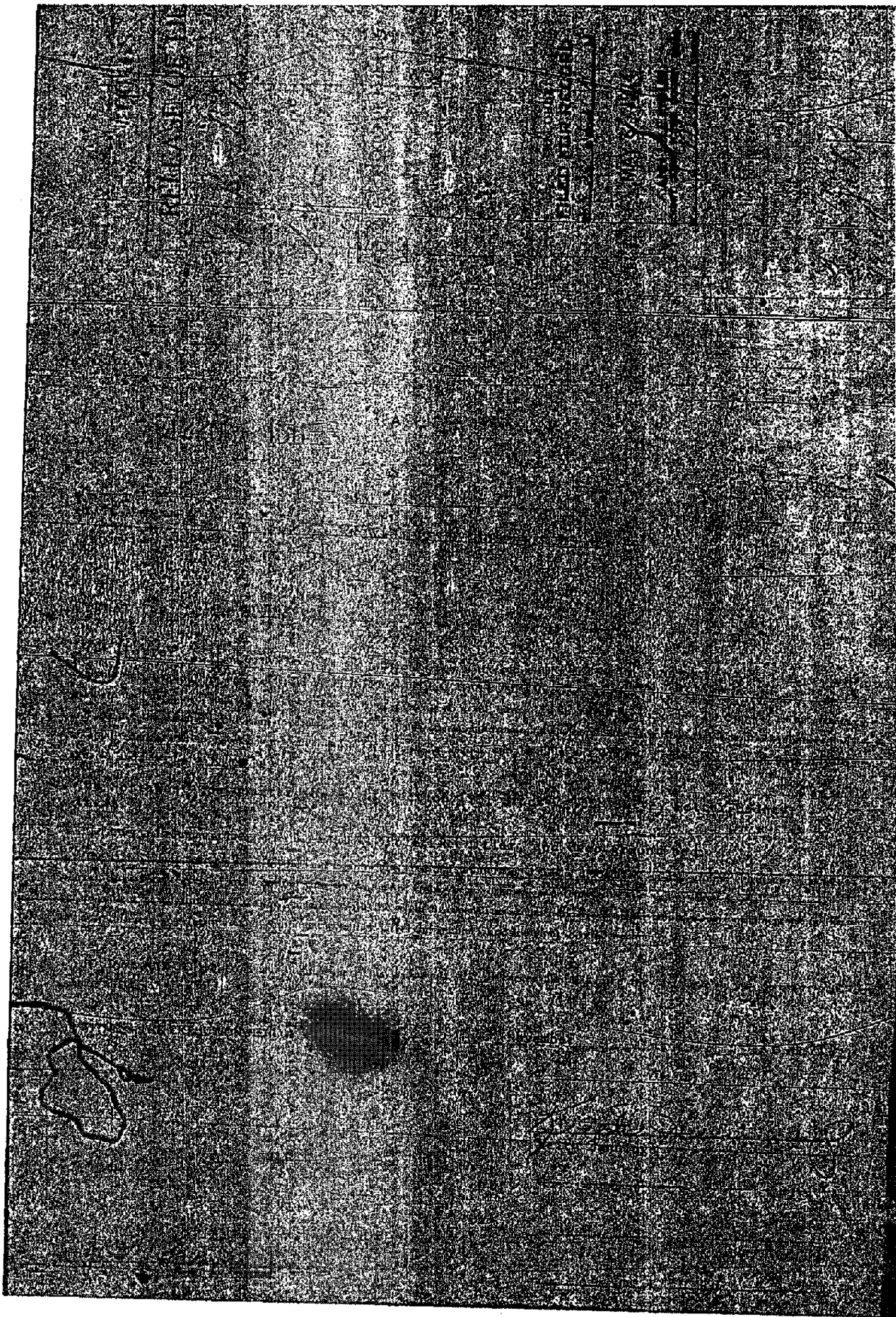
et al

Jessie P. Collins

450 2-18-72



502 Bayfield Bldg
99101



1220456

