

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MAPLE FIELDS UNIT NO. 1**

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MAPLE FIELDS UNIT NO. 1**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RANDALL §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAPLE FIELDS UNIT NO.1 is made by JOSH HOWELL and CHRISTY HOWELL, ("Declarant"), for the purposes herein set forth as follows:

PREAMBLE AND DECLARATION:

WHEREAS, Declarant is owner of the real property commonly known as MAPLE FIELDS UNIT NO. 1, Randall County, Texas, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter called the "Property" or the "Subdivision") including other tracts of land contiguous to the Property that Declarant may acquire in the future and subject to this Declaration.

Declarant and Declarant's successors and assigns may, in their sole discretion, without the joinder of any other Person, subject such future acquired tracts to this Declaration by recording in the Deed Records of Randall County, Texas, supplements to this Declaration containing the descriptions of such additional tracts.

WHEREAS, Declarant is the owner of the Property (as defined herein). Declarant desires to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Property. The Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Property;

WHEREAS, Declarant desires to ensure the preservation of the values of the Subdivision by subjecting the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the Owners thereof;

WHEREAS, Declarant declares that the Property is to be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in this Declaration of Covenants, Conditions, and Restrictions which:

- (1) are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness, and desirability of Lots within the Property;
- (2) run with title to the Property and are binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof; and
- (3) inure to the benefit of each Owner of the Property.

NOW, THEREFORE, Declarant adopts, establishes, and imposes the following covenants, liens, and restrictions upon the Property and declares that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, liens, and restrictions.

ARTICLE I.

PURPOSE

MAPLE FIELDS UNIT NO. 1 is encumbered by this Declaration for the following reasons: to ensure the best and highest use and most appropriate development of the Property; to protect Lot Owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks

from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by Owners of Lots.

ARTICLE II.
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "ARC" means the Architectural Review Committee.
- (b) "Declarant" means JOSH HOWELL and CHRISTY HOWELL, its successors or assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from JOSH HOWELL and CHRISTY HOWELL, in the ordinary course of business shall be considered a "Declarant."
- (c) "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for MAPLE FIELDS UNIT NO. 1, and any amendments and supplements hereto made in accordance with the terms hereof.
- (d) "Design Guidelines" means the standards, specifications and guidelines applicable to construction, placement, location, alteration, landscaping, maintenance and design of any improvements within the Property and all amendments and supplements thereof.
- (e) "Dwelling" means any residential dwelling situated upon any Lot.
- (f) "Front Yard" means the entire area between a Living Unit and the street running the entire length of the Living Unit.
- (g) "Living Unit" means a single family residence situated on a Lot.
- (h) "Lot" means any lot (each a "Lot" and collectively "Lots") actually subject to these restrictions and shown as a plat of land on the Subdivision Plat as amended from time to time and improvements located on the Lots.
- (i) "Association" means an entity formed to have and exercise the rights and duties and to perform on behalf of and as agent for the Owners the functions set forth in this Declaration and/or an amendment to this Declaration, which may include, without limitation, the maintenance of certain portions of the Property and the assessing, collecting, and disbursing of assessments.
- (j) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Property, including contract sellers.
- (k) "Resident" means each Owner who resides within the Property, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Property, and any individual who is otherwise lawfully domiciled in a Living Unit, including purchasers by executory contract or contract for deed.
- (l) "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living Unit.
- (m) "Subdivision Plat" means the map or plat of MAPLE FIELDS UNIT NO. 1, filed for record under Instrument Number 2016022159 in the Official Public Records of Randall County, Texas and any amendment thereof upon filing of same for record in the Official Public Records of Randall County, Texas.

Other terms used in this Declaration are defined in various provisions hereof.

ARTICLE III.
ARCHITECTURAL REVIEW

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the ARC is hereby established by Declarant to carry out all duties as noted herein with full authority to approve and disapprove and control all construction, development and improvement activities of any kind (including, without limitation, structures, buildings, hardscape, and landscape) within the Subdivision and to insure that all such activities are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision and/or as decided by the ARC.

No building, structure, fence, residence, house, garage, accessory building, outbuilding or construction of any kind shall be erected, placed, constructed, maintained, modified, redecorated or altered, and no landscaping or hardscape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include at the discretion of the ARC, but not necessarily be limited to the following information: floor plans, a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable); exterior lighting and location; landscaping and irrigation plans; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC and/or Declarant.

The ARC shall review all plans, specifications and other information which is submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic, and ecological goals of the Subdivision and Declarant, it being the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings. The ARC shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. In the event the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of such notice, approval will be deemed granted.

The ARC may disapprove the construction or design of any improvement, including the removal of any trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the ARC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The ARC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction.

During reasonable hours, members of the ARC or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Living Unit thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry.

The ARC shall have the authority to employ professional consultants at the expense of applicant. The decision of the ARC shall be final, conclusive and binding upon the applicant. The ARC members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

Members of the ARC shall not be liable to any person (including Owners and builders) subject to or possessing or claiming any benefits of this Declaration and the covenants contained herein for any damage or injury to property arising out of their acts hereunder.

The number and initial ARC members shall be decided by Declarant. In the event of the death or resignation of any member of the ARC, Declarant shall have full power and authority to appoint a successor

committee member or members, chosen in its sole discretion, with like authority. The Declarant shall appoint the members of the ARC, which shall consist of at least three (3) but no more than five (5) members.

The ARC may promulgate and publish Design Guidelines, to supplement this Declaration and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements. Such Design Guidelines, may be amended from time to time upon the affirmative vote of two-thirds of the members of the ARC.

Declarant shall have full control of the ARC until Declarant no longer owns a Lot (including a Lot in any property annexed and subjected to the terms hereof), or until a new ARC is elected as hereinafter provided, whichever is later.

ARTICLE IV.

MANAGEMENT AND OPERATION OF THE SUBDIVISION BY THE ASSOCIATION

(A) **Amendment of the Declaration for Formation of the Association.** At any time, the Owners of fee simple title to 51.0% of the Residential Lots (which Owners shall include Declarant as to any such Lots then owned by Declarant) may amend this Declaration, pursuant to the terms of Article X below, for the purpose of forming the Association to have and exercise the rights and duties and to perform on behalf of and as agent for the Owners the functions set forth in this Declaration and any amendments thereto.

(B) **Management by the Association.** Upon the occurrence of an event set forth in Article IV(A) above, the affairs of the Subdivision shall be administered by The Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in any applicable bylaws, rules and regulations, and/or other governing documents of the Association. The business and affairs of the Association shall be managed by its Board of Directors ("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 and a Board is elected.

(C) **Transfer of Authority.** Upon the occurrence of the events set forth in Article IV(A) and (B) above, the duties, rights, powers and authority of the ARC may be assigned at any time, at the sole election of a majority of the members of the ARC, to the Board by an instrument setting forth such assignment duly recorded in the office of the County Clerk of Randall County, Texas. From and after the date of recording such assignment, and upon 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 ARC, as provided herein. The duties, rights, powers and authority of the ARC shall, if not previously assigned to the Board, automatically transfer to and be assumed by the Board upon the conveyance of all Lots in the Subdivision by Declarant or its successor to individual Lot Owners as evidenced by deeds recorded in the office of the County Clerk of Randall County, Texas.

ARTICLE V.

RESTRICTIVE COVENANTS FOR USE OF LOTS

(A) **Single Family Residential.** All Lots in the Subdivision, except those designated above as Light Commercial Lots, shall be used for Single Family residential purposes only (hereinafter referred to as the "Residential Lots"). Provided, however, any Lot or Property owned by the Association may be used for any purpose benefitting the Owners as determined by the Association. No more than one residential Dwelling shall be placed on any Lot or used as a part of a Living Unit, although, a "mother-in-law quarters" or servants quarters may be placed on the Lot if attached to the main Dwelling. No building or structure intended for or adapted to business or commercial use shall be constructed or maintained on any Residential Lot designated for Single Family residential purposes. No hobby may be conducted on any Residential Lot which attracts vehicular or pedestrian traffic to the Lot. No direct sales activities (excluding activities of the Declarant and builders and community activities specifically approved by the Declarant), garage sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional parties or similar activities shall be conducted on any portion of the Subdivision; provided, however,

that garage sales, yard sales, and patio sales may be conducted by an Owner for a period not to exceed three (3) days, and only one such sale shall be held by such Owner in any one calendar year.

During the construction and sales period of the initial Living Units, Declarant may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to storage facilities, signs and construction trailers. A builder or contractor may have a temporary construction trailer on a Lot during construction of the Living Unit on that Lot provided that said trailer is aesthetically compatible with the Subdivision development.

(B) **Completion of Living Units.** Construction of all Living Units must be completed within twelve (12) months from the date construction is commenced, unless extended by the ARC. For purposes of this provision, commencement of construction of a Living Unit shall mean the date on which foundation forms are set for such Living Unit.

(C) **Garages.** Every Living Unit must have and maintain a garage attached to the residence large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. All garages must have garage doors constructed and/or faced in a manner to be harmonious in quality and color with the exterior of the Living Unit. All garage doors shall be closed when not in use. Each Owner, member or resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot.

(D) **Accessory Buildings.** Every accessory building and/or structure, inclusive of such structures as a barn, storage building, gazebo, spa, greenhouse or children's playhouse ("Accessory Buildings"), shall be compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All such Accessory Buildings shall be subject to approval of the ARC, including the size, color, and location of all Accessory Buildings. All Accessory Buildings shall be placed on a permanent foundation. In no event shall an Accessory Building be constructed in front of or beside the Living Unit located or to be located on a Lot; in other words, all Accessory Buildings must be constructed behind the Living Unit. Notwithstanding anything contained herein to the contrary, a metal barn may be constructed on each Lot provided said barn is of new quality construction. The size, color, and location of any Accessory Buildings must be pre-approved by the ARC. In no instance shall an Accessory Building exceed two (2) stories in height. Furthermore, the total floor area of an Accessory Building shall not exceed 5,000 square feet, individually or in the aggregate, unless otherwise pre-approved by the ARC. Construction of all Accessory Buildings must be completed within 120 days from the date of construction is commenced unless extended by the ARC.

(E) **Temporary Structures.** No temporary dwelling or shelter, shop, trailer, mobile home, manufactured home, modular home, or structure of any kind of a temporary character will be permitted on any Lot except: (i) children's playhouses and dog houses which may be placed on a Lot only in places which are not visible from any street unless otherwise approved by the ARC; (ii) buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street unless otherwise approved by the ARC; and (iii) a builder or contractor may have a temporary construction trailer on a Lot during construction of the Living Unit on that Lot provided that said trailer is aesthetically compatible with the development.

(F) **Prefabricated Structures.** No prefabricated structure or other type of building may be moved onto a Lot unless approved by the ARC, provided however, new pre-built out buildings such as "Morgan" storage sheds and barns and other pre-built buildings for nonresidential purposes shall be permitted on the Lots.

(G) **Vehicles.** No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor, horse trailer, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any Lot, nor may any such vehicle or equipment be parked for storage in the side or rear yard of any Lot unless completely concealed from public view. No such vehicle or equipment may be used or occupied as a residence or office temporarily or permanently. This restriction does not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, maintenance, or repair of a Living Unit or Accessory Buildings in the immediate vicinity. Only passenger automobiles, passenger vans, and pickup trucks that are in operational condition, have current license

plates and inspection stickers, and are in regular use as motor vehicles on the streets and highways of the State of Texas may be temporarily parked in the driveway where visible from the streets.

(H) **Building Materials.** The exterior walls of all Living Units must be constructed so that at least 60% of all surface area (excluding the roof) is covered by masonry, stone, brick, and/or stucco.

Roofing shall be either factory fire treated wood shingles, tile, dimensional overlay composition shingles, or other materials as approved by the ARC.

All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

When a Living Unit is constructed, a new mailbox shall be built consistent with the architecture of the Living Unit in accordance with the plans approved by the ARC. Mailboxes shall be constructed of a material and design approved by the ARC.

All building materials must be new, except in the case of used brick which may be used for exterior walls if approved by the ARC. The exterior of all buildings, and any portions of buildings which may be viewed from the street or from any other Lot, must be maintained in like-new condition and shall be cleaned regularly so that dirt or grime is not allowed to accumulate. All cracked or broken windows must be repaired or replaced immediately. All paint must be maintained so that chipping or deterioration does not occur.

(I) **Construction Procedures.** All structures on a Lot must be constructed on the Building Site. No building material of any kind or character may be placed or stored upon a Lot until the commencement of construction of improvements. During construction, materials must be placed only within the Building Site upon which the improvements are to be erected. After commencement of construction of any residence, structure or improvement on a Lot, the work thereon shall be performed diligently to the end that the residence, 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.

(J) **Height Restriction.** No building or structure erected, altered or placed on, within or in the Property shall exceed two (2) standard stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall be complied with at all times.

(K) **Minimum Floor Space.** The total air conditioned living area of the Living Unit on each Residential Lot, as measured to the outside of exterior walls but exclusive of open or screened porches, garages, driveways, terraces, patios, and basements, must be at least one thousand eight hundred (1,800) contiguous square feet.

(L) **Setbacks.** All buildings and structures must be constructed, placed and maintained in conformity with platted setback lines or as required by Randall County, Texas, if any.

In any event, no building or Living Unit shall be located on any Lot nearer than thirty-five feet (35') to, nor further than fifty feet (50') from the front property line of each Lot.

Side yard setbacks shall be a minimum of fifteen feet (15') from the side property lines of each Lot except that on a corner Lot the street side setback shall be not less than twenty-five feet (25') to the side property line adjoining the street.

The ARC may establish additional setback lines for other structures.

All residences or Living Units must be set parallel with the front street of the Lot, as determined by the ARC.

(M) **Roofs.** Unless approved by the ARC, no roof will have less than 6 in 12 roof slope. No wood roofs or single tab composition roofs will be allowed on any Lot. The ARC has the right to approve the color of all roofing materials. Unless otherwise approved by the Architectural Review Committee, all roofs must be either:

- I. laminated shingles with at least a 30-year warranty by the manufacturer;
- ii. cement, clay, or plastic tiles; or,
- iii. metal roofing material, but galvanized corrugated roofing is not acceptable.

(N) **Fences.** No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ARC. All fences or walls located on his/her respective Lots are to be maintained at Owners' expense. All fences shall be of the following composition: all masonry, brick, wood, and/or vinyl. All fence materials shall be new, and shall be maintained in like-new condition.

No fence, wall or hedge in the front of a Lot shall exceed four feet (4') in height. Side or rear yard fences shall not exceed eight feet (8') in height.

The ARC is empowered to grant variances to the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls.

No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the street right-of-way lines and a line connecting them at points ten feet (10') from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No permanent fencing may be erected within any utility easements, said easements including permanent transformer and metering locations. All utilities shall have access along all easements granted to such utility, and Owners must not block or prevent such access.

All fences must be constructed of new materials only. No fences may cross or block any driveway. All fences must be maintained in a like-new condition so that all structural or decorative elements remain properly attached, all posts remain solid and straight, and so that the fence in all respects remains aesthetically pleasing and structurally sound in the opinion of the ARC.

(O) **Driveways.** Driveways on each residential Lot must be constructed of concrete, asphalt, two course tar penetration with appropriate rock or similar substance, which must be approved by the ARC or other substances of like nature approved by the ARC. All other materials and finishes are prohibited. Each driveway must accommodate at least three (3) vehicles for off-street parking requirements.

The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius into the driveway entrance and shall not impede or alter proper drainage of water. All culverts shall be twenty-four feet (24') by twenty inches (20"), and shall be repaired immediately by Owner, if damaged. All sidewalks shall be constructed of concrete and shall be maintained in like-new condition.

(P) **Signs.** No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than four (4) square feet advertising the property for rent or sale, or signs used by Declarant to advertise the property during the construction and sales period. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. Distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. The ARC shall have control over all verbiage on all signs. Except for signs advertising a Lot or Living Unit for sale and adhering to the standards of this Article, all signs within the Property shall be subject to the prior written approval of the ARC. Realtor open house signs will be allowed to be on the property for up to three consecutive days. Declarant or its agents shall have the right to remove

any signs, billboard or other advertising structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or any other liability in connection with such removal.

(Q) **Environmental Maintenance.** Four (4) trees of at least three inch (3") diameter will be installed on each Lot. Front and street side yards shall be fully in place sodded commensurate with the time of the occupancy of a Living Unit upon completion of construction. All Front Yards on all Lots must be planted with grass, or other material approved by the ARC. Landscaping grass should be indigenous to area. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. All improved yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot, and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed five inches 5" in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. All Lots and tracts shall be mowed by the Owner at least once per year or as needed at the Owner's expense. Bindweeds must be killed at the Owner's expense.

Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Each Lot on which a Living Unit is constructed shall have a water sprinkler system for the front yard for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition. Said sprinkler system must be properly maintained, and must be operated on a regular basis to maintain said landscape in a healthy and attractive condition.

Well and septic systems must be located as per setbacks on the Plat, if any. The well is to be located on the front fifty percent (50%) of the Lot and approved with the county health department. The septic system is to be located in the back fifty percent (50%) of the Lot and must be approved by the county health department.

No open cesspools, outside toilets or privies shall ever be permitted to be erected, constructed or maintained upon any tract in the premises. Metal, concrete or manufactured tanks of a minimum of 500 gallons with adequate subterranean field tile shall be installed for servicing each Living Unit constructed on a Lot. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water.

No obstruction, diversion, bridging or confining of the surface water shall be made on any Lot in such a manner as to cause damage to other Lots.

(R) **Maintenance of Improvements.** Each Owner of a Lot must:

- I. maintain the exterior of the Living Unit, the Accessory Buildings, fences, walls, and other improvements on the Owner's Lot in good condition and repair;
- ii. replace worn and rotten parts;
- iii. regularly repaint or re-stain all painted and stained surfaces; and,
- iv. not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or oilier exterior portions of the improvements to deteriorate.

Upon failure of any Owner to maintain any Lot as required above, the ARC, or their assigns may, at their option, maintain the exterior of the residence as often as necessary in its judgment, and the Owner of the affected Lot will be obligated, when presented with an itemized statement, to pay the cost of the work.

(S) **Vehicles and Parking.** No trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a two (2) ton pick-up (except those used by a builder during the construction of improvements on the Property), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots, Dwellings and streets. Approval from the ARC must be obtained for any such structure or screened area. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any Lot. No dismantling or assembling of a

motor vehicle, boat, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement. No vehicles of any description may be parked overnight on any street within the Subdivision. The ARC may designate on-street-parking for guests subject to reasonable rules, provided however, that such parking shall not extend to any overnight parking. Commercial vehicles shall not be permitted or parked in front of Dwellings or on the street overnight.

No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time. No commercial mechanic shop, junk yard or auto repair shop shall be constructed or operated on the Property.

(T) **Offensive Activities.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners, Lots or the Subdivision. Use of firearms on the premises is prohibited except to protect life or property.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or Residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots (reasonable security, landscape, or tennis court lighting is permitted with the approval of the ARC).

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

(U) **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, regardless of pickup arrangement. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right of way, or drainage area on the Property. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except if street pickup is provided and solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. No burning of trash or garbage or refuse shall be allowed under any circumstances.

Trash containers such as dumpsters must be located on the Lot Owner's property and not on the county or state road right-of-way. Such trash containers shall be enclosed on three sides by a wood fence or other structure on three sides with the structure six feet (6') in height minimum. Such structure shall be built of wood fencing material or other material that will block the view of the trash container for the tree sides. The open side shall not be facing the public street. If the trash container is behind the extended front line of the primary Living Unit, such enclosure shall not be required.

(V) **Livestock and Pets.**

- I. *Pets.* No swine, chickens, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) or animals of any type shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept, or maintained for any commercial purposes and provided further that no more than a total of three (3) animals may be kept on a single Lot. No commercial dog kennels, commercial feedlots or commercial riding stables shall be permitted on any Lot. All pets, including dogs, shall be confined on the premises of the Owner either by enclosure fences, on a leash, or otherwise. No dogs or other pets shall be permitted to run free and off of the premises of the Owner unless under the control of

the owner by leash or otherwise. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws). It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

- ii. *Livestock.* In addition to the foregoing, the Owners of Lots 20 and 21 in Block 1 and Lots 18 and 19 in Block 2 only, shall be permitted to keep calves and/or horses not to exceed 2 in total on the owner's Lot(s), so long as they do not unreasonably over graze the premises of the Owner and/or become an annoyance or nuisance to the Subdivision or any other Owner or Lot.

(W) **Microwave, Radio, TV Antenna, Solar Collectors, and Wind Turbines.** No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view. Owners of Lots are allowed to erect personal wind generator windmills, provided however, such personal wind generator windmills must be placed in the back one-half of such Owner's Lot and cannot exceed forty-five feet (45') in height.

(X) **Air Conditioning Equipment.** No window, roof or wall type air-conditioner or heating unit that is visible from any public street shall be used, placed or maintained on or in any Living Unit. No air-conditioning or heating unit apparatus shall be installed on the ground in front of a Living Unit, unless properly screened from view.

(Y) **Quiet Enjoyment.** Nothing shall be done or maintained in any part of a Living Unit which emits foul or obnoxious odors outside the Living Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Living Units. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

No noxious, illegal or offensive activity shall be conducted on the Property, which the ARC finds to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Property or to the occupants and invitees of other Living Units. No outside burning shall be permitted within the Property. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Living Unit.

(Z) **Subdivision of Unit and Timesharing.** No Living Unit or Lot shall be subdivided or its boundary lines changed except, with the prior written approval of the ARC; provided that Declarant may subdivide, change the boundary line of, or replat any Lot it owns. Any division, boundary change, or replatting shall not violate the applicable subdivision and zoning regulations.

No Living Unit shall be made subject to timesharing, fraction-sharing, or similar program whereby, the right to exclusive use of the Living Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

(AA) **Lighting.** Except for traditional holiday decorative lights, which may be displayed for one month prior to and one month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved under Article IV of the Declaration.

(BB) **Laws and Ordinances.** Every Owner and occupant of any Living Unit, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state and municipal governments applicable to the Property. Any violation may be considered a violation of the Declaration. However, the Declarant shall have no obligation to enforce any laws, ordinances, or government regulations.

ARTICLE VI.

EASEMENTS AND ACCESS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, if any, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the Property in favor of Declarant and ARC, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and will be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, whether specifically referenced to therein or not. Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision Plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ARC and/or Declarant, and the ARC and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

ARTICLE VII.

LOT CONSOLIDATION

Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ARC or Declarant, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein.

ARTICLE VIII.

ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the ARC nor Declarant shall be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be borne by and be the responsibility of Lot Owners.

ARTICLE IX.

SECURITY PROVIDED BY OWNERS

The Owners must provide their own security for themselves, their Living Unit, Lot and personal property. The Declarant is not required to provide security, and the Declarant does not accept any responsibility or liability for the provision of security.

ARTICLE X.

INSURANCE AND CONDEMNATION

Fire, Hazard and Casualty Insurance. Owners of Lots hereby covenant and agree with all other Owners to carry all -risk casualty insurance on their Lot Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Living Unit. In the event the Living Unit is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction.

Each Owner shall be responsible, at his own cost and expense, for personal liability insurance. Before a Living Unit is erected on any Lot, each Owner shall carry, at Owners expense, homeowners and Lot Owners insurance. Once a Living Unit has been erected on a Lot and is Owner occupied, each Owners shall, at Owners expense, obtain homeowners insurance. If a Living Unit is leased to a third party, the Owner or Resident shall obtain liability and hazards insurance.

ARTICLE XI.

AMENDMENT AND ANNEXATION

This Declaration shall remain in force and effect for a period of thirty (30) years after this Declaration is recorded, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless amended as provided herein. Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for a period of one (1) year from the date of recordation of this Declaration in the Official Public Records of Randall County, Texas for any reason. Notwithstanding the foregoing, after the expiration of one (1) year from the date of recordation of this Declaration in the Official Public Records of Randall County, Texas, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the Property for mortgage guaranties issued by FHA and/or VA.

At any time, the Owners of fee simple title to 51.0% of the Lots may amend the covenants, conditions, and restrictions set forth by recording an instrument containing such amendment, except that for 30 years following the recording of this Declaration, no such amendment will be valid or effective without the joinder of Declarant. Declarant will be under no obligation to consent to any amendment of this Declaration. The amendment shall be effective when it is certified as to the requisite percentage of Owners and recorded in the Official Public Records of Randall County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted.

Declarant shall have the right, privilege and option to annex additional land to make it subject to this Declaration for a period of ten (10) years from the date of this Declaration, by filing in the Official Public Record of Randall County, Texas an amendment annexing such property. Additional property may be thereafter annexed and made subject to this Declaration, or property may be withdrawn, by written instrument approved by Declarant and filed of record in the Official Public Records of Randall County, Texas.

ARTICLE XII.

GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Water Development

Board and Texas Water Commission, related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all contractors comply with all governmental regulations, rule or plan required by such regulations such as Storm Water Pollution Plan, affecting each Lot rule construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant against all cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Property.

By acceptance of a deed to a Lot, each contractor and Owner agrees that Declarant shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner indemnifies and holds harmless Declarant from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to his Lot or the Property. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XIII.

GENERAL PROVISIONS

(A) **Interpretation.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Whenever in the application of the provisions of this Declaration, or any amendment hereto, conflict with the application of any provision of any other document, the provisions or application of this Declaration shall prevail.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

(B) **Notices.** Any notice required to be given to any Owners or Resident shall be complete when the notice is deposited in the United States Mail, postage prepaid, and addressed to the Owner, Member or Resident at the last known address.

(C) **Headings.** The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

(D) **Plural.** When the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular.

(E) **Joinder of Lienholder.** Herring Bank is the lienholder on the Property ("Lienholder"). Lienholder joins in the execution of this Declaration to subordinate its lien(s) to this Declaration.

(F) **Disclaimers.** Owner, by the purchase of any Lot, acknowledges Owner has had an adequate opportunity to make such legal, factual, and other inquiries and investigations, including actual physical investigations, as it deems necessary, desirable, or appropriate with respect to Owner's Lot. Those inquiries and investigations of Owner have included, but were not limited to, the physical components of all portions of the Owner's Lot, the conditions of the Owner's Lot, the state of facts that an accurate survey and inspection

would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Owner's Lot is located, and the value and marketability of Owner's Lot.

Owner, by its purchase of any Lot, accepts his/her Lot in its physical condition as of the date of purchase, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Declarant in the event of discovery of any defects of any kind, latent or patent. Owner acknowledges and agrees that Declarant has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the property or any portion thereof, and (i) DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF ANY LOT, AND (ii) DECLARANT HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

The remainder of this page intentionally left blank.

Signatures of Declarant and Lienholder follow.

EXECUTED to be effective the _____ day of _____, 201____.

IN WITNESS WHEREOF, the Declarant and Lienholder each have caused this instrument to be executed on its own behalf, attested and its corporate seal to be hereunto affixed as of the day and year above written.

DECLARANT:

JOSH HOWELL

CHRISTY HOWELL

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20____, by JOSH HOWELL and CHRISTY HOWELL.

Notary Public, State of _____

LIEN HOLDER:

FIRST BANK AND TRUST OF MEMPHIS

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____, by _____, _____ of _____, on behalf of said _____.

Notary Public, State of _____

EXHIBIT A

(Legal Description)

A 93.52+/- acre tract of land out of Section 61, Block 1, T.T.R.R. Co. Survey Randall County, Texas, further being all of those certain tracts of land described in those certain instruments recorded County Clerks File No. 2015015922 and 2015019639 of the Official Public Records of Randall County, Texas. This tract of land being described by metes and bounds as follows:

COMMENCING at a Railroad Spike found as called for, for the Southeast corner of said Section 61;

THENCE NORTH 50.00 feet to a 1/2 inch iron rod with cap found for the Southeast and BEGINNING CORNER of this tract of land;

THENCE N. 89° 39' 42" W. along the North Right of Way line of FM 2219 as it exists on the ground, 775.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found for the Southwest corner of this tract of land;

THENCE NORTH 493.13 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found;

THENCE S. 89° 39' 42" E. 58.50 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found;

THENCE NORTH 20.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found;

THENCE N. 89° 39' 42" W. 58.50 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found

THENCE NORTH 4744.93 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found for the Northwest corner of this tract of land, same being in the North line of said 61;

THENCE S. 89° 40' 26" E. along the North line of said Section 61 775.00 feet to a 1 inch iron pipe found as called for, for the Northeast corner of said Section 61;

THENCE SOUTH (base line) 5258.22 feet along the East line of said Section 61 to the POINT OF BEGINNING and containing 93.52 acres of land more or less.