

**Amended Southern Hill
Prairie
Declaration of Covenants,
Conditions, and
Restrictions**

Recitals

A. Southern Hill Prairie, LLC, a Texas limited liability company (“**Developer**”) is the owner of the following property described on Exhibit A which is attached hereto (the “**Property**”):

B. Developer intends for the Property to be developed as a rural residential subdivision, with the layout to be substantially similar to that depicted in Exhibit B which is attached hereto. Developer declares that the Property is to be held, sold and conveyed subject to the restrictions, covenants and conditions herein 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.

Declaration

Now therefore, by execution of this Amended Southern Hill Prairie Declaration of Covenants, Conditions, and Restrictions (this “**Amended Declaration**”), Developer adopts the above Recitals and adopts, establishes, and imposes the following covenants, conditions, 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, conditions, and restrictions. This Amended Declaration wholly modifies, amends, replaces and supersedes in its entirety that certain Southern Hill Prairie Declaration of Covenants, Conditions, and Restrictions filed for record under Clerk’s File No. 2022001858, Official Public Records, Randall County, Texas.

Article 1
Basic Provisions

1.1 Development and Use. Developer intends to subdivide the Property into multiple tracts, each of which shall be referred to herein as a “**Lot**”. Each Lot will

be in excess of two acres. Subject to the two-acre minimum requirement and the terms of this Amended Declaration, Developer may subdivide the Property in any manner that the Developer may determine in Developer's sole and absolute discretion. Exhibit B generally describes the location of the Lots and the layout of the subdivision, but Exhibit B does not constitute a plat and it has not been approved as a plat by any governmental body. This Amended Declaration, including Exhibit B may be amended in accordance with Section 5.9 below.

1.2 Restrictions and Re-subdivision. Once Developer has transferred title to any Lot, the transferee of such Lot may not further subdivide the Lot, nor may any subsequent owner of any right, title or interest in such Lot subdivide the Lot.

1.3 Composite Building Site. Any owner of two or more adjoining Lots may consolidate such Lots into a single building site. The setback distances for the combined Lots will be measured from the exterior boundary lines of the combined Lots.

1.4 Temporary Structures; Barns. No structure of a temporary character may be used as a residence, outbuilding or barn. No motor boat, truck, horse trailer, motor home, tent, shack, basement, garage, or other outbuilding of a junky character erected or placed on the Lot shall at any time be used as a residence or office, either temporarily or permanently; provided however, a builder or contractor may have a temporary construction trailer on a Lot during construction on that Lot. Each barn, detached garage, or other outbuilding constructed or placed on a Lot shall be made of high quality and durable materials such as metal. No building of any type may be constructed on a Lot using pole-framed or post-framed construction.

1.5 New Construction. No prefabricated structure or any type of building may be moved onto a Lot and all structures on a Lot must be constructed on the building site, except for new pre-built buildings such as "Morgan" storage sheds and barns and other new pre-built buildings for nonresidential purposes which may only be placed on the Lot after completion of construction of the primary residence.

1.6 Septic Systems. Except as provided in Section 2.9 below, no open cesspools, outside toilets, or privies will ever be permitted to be erected, constructed, or maintained upon any Lot. Metal, concrete, or manufactured septic tanks with adequate subterranean field tile which comply with all applicable county and regulatory requirements and standards must be installed to service each residence after the granting of any required permit. The septic system must be constructed so that there is no damage to the underground water.

1.7 Vehicles. No automobile, van, pickup truck, truck, boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body, tractor, or similar vehicle or equipment may be parked for storage in any area which is the subject of an easement on the Property. No vehicle or equipment may be used as a residence or office temporarily or permanently. This

restriction does not apply to any vehicle, machinery, or equipment temporarily parked and used for the construction, maintenance, or repair of a residence in the immediate vicinity. No junk vehicles or junk equipment shall be located on any Lot.

1.8 Number of Animal Restrictions.

(a) For Lots less than three (3) acres (i) no more than five (5) total head of livestock or domestic animals (including without limitation cattle, horses, pigs, goats, and sheep but excluding dogs, cats, fish, and humans) may be located on any Lot at any one time.

(b) For Lots three (3) acres or more the maximum total head of livestock or domestic animals (including without limitation cattle, horses, pigs, goats, and sheep but excluding dogs, cats, fish, and humans) which may be located on any Lot at any one time shall be three (3) multiplied by the number of whole acres in the Lot, and of such total maximum head of livestock or domestic animals: (i) the maximum number of horses which may be located on any Lot at any one time shall be one (1) multiplied by the number of whole acres in the Lot; and (ii) the maximum number of cattle which may be located on any Lot at any one time shall be two (2) multiplied by the number of whole acres in the Lot.

(c) No livestock or domestic animals (including without limitation cattle, horses, pigs, goats, and sheep but excluding dogs, cats, fish, and humans) may be located on a Lot until such time as a fence has been built around the entire perimeter in compliance with the specifications set forth in this Amended Declaration.

1.9 Pets. Pets (including without limitation, all dogs and cats) must be restrained or confined to the Lot unless the pet is properly supervised or leashed and in the presence of the owner. A Lot owner shall not allow his or her pet to create or maintain a threat or a nuisance. It is the Lot owner's responsibility to keep the Lot reasonably clean and free of pet debris. All pets must be properly tagged for identification and vaccinated against rabies. Dog owners must keep the dogs from excessive barking so as not to disturb other Lot owners. All pets must be properly supervised.

1.10 Trash Containers. The owner of each Lot must contract with a trash removal company to place a dumpster on the Lot for trash. The dumpster must be at least 4 feet tall (the "**Approved Container**").

1.11 Junk Trash. The owner of each Lot must keep such Lot free from junk, dead tree limbs, rubbish, and other unsightly materials of any kind, including but not limited to broken or rusty equipment, disassembled or inoperative vehicles, discarded appliances and furniture. Trash, garbage, and other waste may not be kept on any Lot.

If trash, garbage, waste or debris will not fit into the Approved Container, it must be temporarily contained out of site from public view until it can fit into the Approved Containers or completely removed from the Lot and not stored on any portion of the Lot.

1.12 Prohibited Activities. No Lot or improvement may be used for retail or manufacturing purposes of any kind. No noxious or offensive activity may be undertaken on the Property and nothing may be done which is or may become an annoyance or nuisance to the Property or to any Lot within the Property. Nothing in this Section 1.12 prohibits an owner's use of a residence for quiet and inoffensive activities such as home office, tutoring, or giving music or art lessons so long as such activities do not materially increase the number of cars parked on a Lot or interfere with another owner's use and enjoyment of his or her residence.

1.13 Motorcycles. No motorcycles or all-terrain vehicles may be operated on any Lot in a manner that unreasonably interferes with the use and quiet enjoyment of owners of their homes and Lots.

1.14 Signs. No sign of any kind may be displayed to the public view on any Lot except (i) one sign of not more than twelve square feet in total surface area advertising the residence for rent or sale, (ii) signs used by a builder during construction and sales periods, (iii) signs used by Developer to advertise the Property during development, and (iv) political signs that comply with the provisions of the next sentence. Political signs may not exceed nine square feet in total surface area and may only be displayed during the 30-day period before the election to which the sign relates. Political signs must be removed within two days after such election.

1.15 No Fires. Except within fireplaces in the residence and except for outdoor cooking equipment and fire pits, no burning of anything is permitted on any Lot.

1.16 Firearms. No firearms may be discharged on any of the Property except in self-defense.

1.17 No Racetracks. No racetrack (whether for animal races or motorized races) and no motor-cross, dirt track or other type course used for riding cars, motorcycles, ATVs may be located on a Lot.

Article 2 Construction Procedures

2.1 Minimum Floor Area. The total air-conditioned living area of each residence as measured on the outside of the exterior walls but exclusive of porches, garages, patios, basements, and detached buildings must be at least fifteen hundred (1500) square feet. If such home is a barn home, then the living area of such barn home must be at least fifteen hundred (1500) square feet.

2.2 Setback Requirements. The placement of all buildings on a Lot must be constructed so as to comply with this Section.

- (a) Lots Less than Three (3) Acres. With respect to Lots less than three (3) acres, (i) the primary residence must be setback at least one hundred twenty-five (125) feet from the Northern boundary line; (ii) no portion of any structure (including without limitation barns, sheds, outbuildings, arenas, secondary residence (being a separate and secondary residential structure on a Lot in addition to the primary residence located on the Lot, sometimes known as a “mother-in-law” or “guest” house, and referred to herein as a “Secondary Residence”)) may be located between the primary residence and Northern boundary line; and (iii) each structure (including without limitation barns, sheds, outbuildings, primary residence, and Secondary Residence, but specifically excluding an arena or fence) must be setback at least ten (10) feet from the Southern, Western and Eastern boundary lines.

- (b) Lots Three (3) Acres or Larger. With respect to Lots three (3) acres or larger, (i) each structure (including without limitation barns, sheds, outbuildings, primary residence, and Secondary Residence, but specifically excluding an arena or fence) must be setback at least one hundred twenty-five (125) feet from any easement which provides for ingress and egress; (ii) no portion of any structure (including without limitation barns, sheds, outbuildings, arenas, and Secondary Residence) may be located between the primary residence and any easement for ingress and egress; and (iii) each structure (including without limitation barns, sheds, outbuildings, primary residence, and Secondary Residence, but specifically excluding an arena or fence) must be setback at least ten (10) feet from each boundary line.

2.3 Single Family. No more than one single-family primary residence may be constructed on any Lot and no multi-family residence may be constructed on a Lot; provided however, one Secondary Residence is permitted to be constructed on each Lot in addition to the single-family primary residence. Such Secondary Residence will not count toward the minimum footage for the primary residence. Such Secondary Residence must conform to the other building restrictions set forth herein except that (i) the exterior of such Secondary Residence may be made of metal (including a barn home made of metal); and (ii) the total air-conditioned living area of such Secondary Residence as measured on the outside of the exterior walls but exclusive of porches, garages, patios, basements, and detached buildings must be shall be no less than five hundred (500) square feet and no more than eighteen hundred

(1800) square feet.

2.4 Barn homes. Barn homes used as a primary residence may be located on Lots A, B, L, K, M, and N, and no barn home used as a primary residence may be located on any other Lot. For each barn home constructed on a permitted Lot in accordance with this Section 2.4, at least twenty-five percent (25%) of the exterior walls shall be of masonry-stucco, rock, or brick construction, which brick, rock, or masonry-stucco shall extend below the finish ground level.

2.5 Codes. All structures must, at all times, comply with building codes, as they may hereafter become effective and as amended.

2.6 Exterior Walls. Every primary residence (and garage) other than barn homes permitted in accordance with Section 2.4 above, must be of such construction that eighty-five percent (85%) of the exterior walls shall be of masonry-stucco, rock, or brick construction, which brick, rock, or masonry-stucco shall extend below the finish ground level. Neither exposed concrete blocks nor shingle siding shall be used for any part of the exterior wall construction of any residence, garage, or Secondary Residence. All fireplace chimneys shall be of brick, rock, or masonry-stucco construction. There shall be no open eaves.

2.7 Roof Pitch. All roofs for home residences (other than barn homes) must have a minimum pitch of 5 in 12, and all roofs for sheds, barns, barn homes, and other outbuildings must have a minimum pitch of 2 in 12.

2.8 Roof Materials. Roof colors on all residences other than barn homes permitted in accordance with Section 2.4 above, must consist of black, charcoal, or other similar dark colors, and except as provided in the next sentence all roofs must be covered with composition and laminated shingles with at least a 25-year warranty by the manufacturer. Clay tile and other high-quality roofing material may be used with prior approval by Developer.

2.9 Portable Sanitary Systems. During construction on each Lot, the builder must provide a portable sanitary system for use by contractors, subcontractors, and their employees until construction completed. The potable sanitary system must be located at the rear of the Lot and must be timely serviced and cleaned to prevent odors.

2.10 Construction Debris. During construction on a Lot, the builder must put all construction trash which is susceptible to being blown from the construction site in a container to prevent trash from blowing off of the construction site. The container must be emptied periodically so there is always room for trash. Builders must prevent, to the extent possible, construction trash from blowing out of the container and off the construction site. Each Lot owner is responsible for the control of and the disposal of left-over construction material and construction debris. No construction material or construction debris may be dumped on any of the Property

except on the building site and must be periodically removed so that the building site is cleaned of construction material and debris.

2.11 Fences. All perimeter fences constructed by the Lot owner shall be made of 5-strand barbed wire or metal pipe pre-approved by the Developer, its successors or assign. A Lot owner may not change the type of material of which a fence is constructed, after construction of such fence has been completed. Each Lot owner shall maintain in good repair and replace as necessary, the perimeter fences of such Lot.

2.12 Commencement of Construction. Nothing may be stored on any Lot, nor may Livestock be placed or maintained on any Lot, until such time as construction has begun on the primary residence for such Lot.

Article 3 Architectural Control

3.1 Authority. No residence, building, greenhouse, gazebo, fence, wall, driveway or other structure may be commenced, erected, placed, maintained, altered, reroofed, or replaced, or the exterior stained, painted, or repainted until all colors, plans, and specifications (collectively "**Building Plan**") have been submitted to and approved in writing by Developer. Developer may refuse to approve a Building Plan which may, in the reasonable opinion of Developer, adversely affect the enjoyment of owners or the general value of Lots. In considering the harmony of external design between existing structures and the Building Plan, Developer will consider only the general appearance of the proposed building as can be determined from exterior elevations on submitted plans.

3.2 Plan Submittal. A complete copy of the Building Plan must be submitted in duplicate to Developer or its designee either by (i) certified mail, return receipt requested or (ii) personal delivery, but personal delivery will not be valid unless receipt of the Building Plan is acknowledged in writing by Developer or its designee. The Building Plan must be submitted at least 15 days before commencement of the work to be performed. The Building Plan must show the nature, kind, shape, height, materials, exterior color scheme, and location of all improvements, including but not limited to elevations and floor plans on each structure to be built, square footage, roof pitch, and percentage brick or other material to be used on exterior. The Building Plan must specify building location on the Lot. A sample of proposed construction materials must be delivered to Developer upon request.

3.3 Multiple Submissions of Building Plan. If the Building Plan submitted to Developer does not include all the information required in Section 3.2 at the first submittal, the remaining information must be submitted to Developer within forty-five (45) days after the date of the first submittal. If all the information required in Section 3.2 is not included in the Building Plan submitted

to Developer the second time, no future submittal of the Building Plan will be considered or approved unless the person submitting the Building Plan pays Developer a nonrefundable submission fee as established by Developer which may not exceed Two Hundred Fifty Dollars (\$250.00) per submission.

3.4 Approval Procedure. When the Building Plan meets the approval of Developer, Developer will sign and mark "APPROVED" on one Building Plan and return it to the person furnishing the Building Plan and will sign and retain the duplicate Building Plan. If not approved by Developer, the Building Plan will be returned and marked "NOT APPROVED" and will be accompanied by a statement of the reasons for disapproval signed by a representative of Developer. Any exterior modification of an approved Building Plan must again be submitted to Developer. Developer's approval or disapproval, as required herein, must be in writing. Oral statements about the Building Plan will not be binding upon Developer. If Developer fails to approve or disapprove the Building Plan within fifteen (15) days after the date of submission of all information required, written approval of the proposal will not be required and compliance with the Article 3 will be deemed to have been completed. In case of a dispute about whether Developer responded within the required time period, the person submitting the Building Plan will have the burden of establishing the date Developer received it.

3.5 Standards. Developer will have sole discretion with respect to taste, design, exterior color, and all standards specified herein. One objective of Developer is to prevent the building of unusual, radical, curious, bizarre, peculiar, or irregular structures on the Property. Developer, from time to time, may publish and promulgate bulletins regarding architectural standards which shall be fair, reasonable, and uniformly applied and will carry forward the spirit and intention of this document.

3.6 Rules and Regulations. Developer may promulgate and enforce reasonable rules and regulations to carry out its architectural control duties or conduct its proceedings, including the formation of guidelines to govern construction and maintenance of improvements and for the establishment and collection of a reasonable fee for performance of its architectural control duties and functions. Developer may, in its sole discretion, change the guidelines in any manner to supplement, amend, delete, modify, or abandon the guidelines as it deems reasonable.

3.7 Architectural Deviation. Developer may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this document or its rules and regulations relating to the type, kind, quantity, or quality of the building materials to be used in the construction of any building or improvement on any Lot and the size and location of any such building or improvement when, in Developer's sole judgment, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and its improvements as a whole. Developer may require the submission to it of such documents and items as it deems appropriate in connection

with its consideration of a request for a variance.

3.8 Liability Limitation of Developer. Developer and the officers, directors, agents, employees, shareholders, and attorneys of Developer have no liability for decisions made by Developer long as such decisions are made in good faith. Any errors in or omissions from the Building Plan will be the responsibility of the owner of the Lot. Developer has no obligation to check for errors in or omissions from the Building Plan or to check the Building Plan for compliance with the general provisions of this document, State or Federal statutes, the common law, setback for Lot lines, building lines, easements, or any other matters.

3.9 Architectural Control Termination. Developer's rights and obligations under this Article 3 will automatically terminate on the earlier of (i) the date that Developer no longer owns any Lot on the Property or (ii) fifteen years after the Effective Date of this Amended Declaration.

Article 4 Easements and Utilities

4.1 Easements. Developer reserves the right to layout easements for utilities, drainage, and/or ingress and egress on Lots then owned by Developer and as may be reflected in deeds, easements, or plats. If any portion of the Property is the subject of an approved plat then the easements reflected on said plat shall bind such portion of the Property. Developer shall have no liability related to the design, construction, maintenance, upkeep, or any other aspect of any of the easements or the improvements at any time constructed therein or thereon. Developer shall have no responsibility to upkeep, maintain, repair, replace, or improve any easement or the improvements at any time constructed therein or thereon.

4.2 Ingress and Egress. Lots A - R respectively will have ingress and egress to and from Cemetery Road over and across the respective private driveways depicted on Exhibit B. No Lot owner may fence across, block, impede, or impair free access and use of such private driveways for vehicular and pedestrian access and use by the owners of the Lots referenced in this Section 4.2 which are adjoining the respective private driveways and their successors, invitees, and permittees. The private driveways shall be used exclusively for ingress, egress, and as the location for utility and/or drainage easements. Developer shall have no responsibility or liability related to the upkeep, maintain, repair, replace, or improve private driveways or the improvements at any time constructed therein or thereon.

4.3 Underground Utilities. All utilities lines inside each Lot shall be underground and there shall be no aboveground utility lines inside the boundary lines of any Lot; provided however, the foregoing restriction shall not prevent aboveground utilities inside any utility easement dedicated, reserved, created or granted by Developer.

Article 5
General Provisions

5.1 Deviations. Developer may, at its sole discretion, permit reasonable modifications of and deviations from any of the requirements of this Amended Declaration and the building requirements when, in Developer's sole judgment, such modification or deviations will not materially change the general scheme of the development to the Property. Developer, its officers, directors, agents, employees, shareholders, and attorneys will have no liability for decisions made by Developer approving such modifications or deviations.

5.2 Maintenance of Improvements. Each Lot owner must:

- (a) maintain the exterior of the residence, buildings, fences, walls, and other improvements on the owner's Lot in good condition and repair;
- (b) replace worn and rotten materials;
- (c) regularly repaint or re-stain all exterior painted and stained surfaces;
- (d) not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate; and
- (e) water yards to prevent landscape from dying and replace any dead landscaping.

5.3 Term. This document will run with and bind title to the Property and will remain in full force and effect for thirty (30) years after this document is recorded in the Official Public Records of Randall County, Texas and thereafter extend automatically for successive periods of ten (10) years, unless amended as provided in Section 5.9 below.

5.4 Severability. If any condition, covenant, or restriction herein contained is invalid, which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction, such invalidity will not affect any other condition, covenant, or restriction, each will remain in full force and effect.

5.5 Binding Effect. The conditions, covenants, restrictions, and agreements herein contained are made for the mutual benefit of, and are binding upon, each owner of any part of the Property. This instrument, when executed, will be filed for record in the Official Public Records of Randall County, Texas, and each owner or purchaser of any portion of the Property shall be deemed to

have notice of the conditions, covenants, restrictions, and agreements herein contained as the result of such recording.

5.6 Enforcement. Developer and each Lot owner have the right to have this document carried out and performed with respect to each Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof; provided however, that no owner shall have the right to bring any legal proceeding against Developer related to the provision contained in the document if such proceeding arises out of or relates to a Lot not then owned by Developer. Failure to enforce this document will not be deemed a waiver of the right to do so thereafter.

5.7 Address for Plan Submission. Any plan submission, notice, or correspondence to Developer must be made at the following address:

Southern Hill Prairie, LLC
c/o Mark Hughes
P.O. Box 1041
Canyon TX 79015

5.8 Change of Address. Developer may change its address for notice and plan submission by recording a notice of change of address in the Official Public Records of Randall County, Texas.

5.9 Amendment. The owners of legal title to at least fifty-one percent (51%) of the Lots included in the Property may amend the covenants, conditions, and restrictions set forth herein by recording an instrument containing such amendments, except that for fifteen (15) years following the recording of this document, no such amendment will be valid or effective without the joinder of Developer. Developer will be under no obligation to consent to any amendment of this document.

5.10 Assignability. Developer and its successors and assigns may assign Developer's rights, privileges, duties, and obligations hereunder by a document signed by Developer or its successors or assigns specifically assigning its rights, privileges, duties, and obligations hereunder, which document must be recorded in the Official Public Records of Randall County, Texas.

5.11 Approvals. All consents and other evidences of approval by Developer must be in writing and signed by Developer before they are binding.

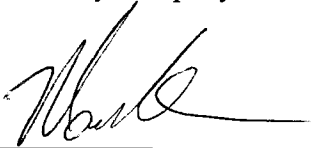
5.12 Attorney's Fees. If attorney's fees are incurred for the enforcement of this document, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs from the party against whom enforcement was successfully sought.

5.13 Time. Time is of the essence.

5.14 Gender. When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

Effectively Dated: February 16, 2022

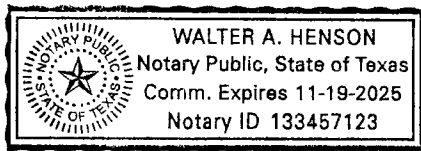
Southern Hill Prairie, LLC, a Texas limited liability company

By: 
Mark Hughes, President

STATE OF TEXAS §

COUNTY OF RANDALL §

This instrument was acknowledged before me on the 16th day of February, 2022, by Mark Hughes as President of Southern Hill Prairie, LLC.



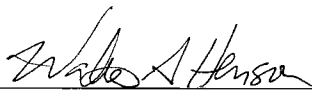

Notary Public, State of Texas

Exhibit A
To Amended Southern Hill Prairie Declaration of
Covenants, Conditions, and Restrictions

A 274.18± acre tract of land out of Section 148 and 149, Block 6, I.&G.N. R.R. Co. Survey, Randall County, Texas, further being out of that certain tract of land described by that certain instrument of record in Volume 1773, Page 287, of the Deed Records of Randall County, Texas, said 274.18± acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the common line of Sections 141 and 148 of said Block 6 for the Northwest corner of this tract of land and the Northeast corner of a 45.88± acre tract of land surveyed simultaneously, from whence from whence a 1/2 inch iron rod with cap stamped "HBD" found for the common corner of Sections 141, 142, 147 and 148 of said Block 6, bears S. 89° 42' 47" W. 3,202.02 feet;

THENCE N. 89° 42' 47" E. 2,216.35 feet, along the common line of said Sections 141 and 148, to a mag nail found for the common corner of Sections 140, 141, 148 and 149 of said Block 6;

THENCE N. 89° 44' 51" E. 2,706.91 feet, along the common line of said Sections 140 and 149 to a point being the Northeast corner of this tract of land, from whence a 1/2 inch iron rod found for the common corner of Sections 139, 140, 149, 150 of said Block 6, bears N. 89° 44' 51" E. 2,708.53 feet;

THENCE S. 00° 04' 15" E. at a distance of 31.56 feet pass a 1 inch iron pipe found in the South physical Right-of-Way of Cemetery Road, continuing for a total distance of 2,649.13 feet to a 4x4 concrete monument found for the Southeast corner of this tract of land;

THENCE S. 89° 40' 02" W. 2,708.78 feet to a 4x4 concrete monument found in the common line of said Sections 148 and 149;

THENCE S. 89° 44' 19" W. 1,321.48 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most South Southwest corner of this tract of land;

THENCE N. 00° 12' 06" W. 912.61 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for a corner of this tract of land and the beginning of curve to the left whose center bears S. 46° 41' 13" W. 111.39 feet;

THENCE Northwesterly 83.44 feet along said curve to the left with a Long Chord of N. 64° 46' 24" W. 81.50 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for a corner of this tract of land;

THENCE N. 89° 29' 38" W. 299.77 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most West Southwest corner of this tract of land and a corner of a 45.88± acre tract of land surveyed simultaneously;

THENCE N. 26° 45' 19" W. 1,170.01 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for a corner of this tract of land and a corner of said 45.88± acre tract of land;

THENCE N. 00° 37' 33" E. 653.16 feet to the PLACE OF BEGINNING and containing 274.18 acres of land more or less of which 3.57 acres of land more or less lies within the physical Right-of-Way of Cemetery Road.

Exhibit B
To Amended Southern Hill Prairie Declaration of
Covenants, Conditions, and Restrictions

400	500	700	800	900	1000	1100	1200	1300	1400	1500	1600
A		B		C		D		E		F	
L		K		J		I		H		G	
M		N		O		P		Q		R	

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Susan B. Allen

2022003339
02/16/2022 10:43:22 AM
Fee: \$78.00
Susan B. Allen, County Clerk
Randall County, Texas
REST