



RESOLUTION NO. 20180925-22

A RESOLUTION ADOPTING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PROPERTY OF TEXAMERICAS CENTER KNOWN AS THE TAC WEST CAMPUS

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the Board of Directors finds that it is in the best interest of TexAmericas Center and its statutory obligations to redevelop its property for job creation and economic growth to impose certain covenants, conditions and restrictions upon its property known as the TAC West Campus;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby adopt and impose upon the property known as the TexAmericas Center-West Campus those certain covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions in the form and substance as attached hereto as Exhibit "A"; and

BE IT FURTHER RESOLVED that Boyd Sartin, Chairman of the Board, and W. Scott Norton as Executive Director and CEO, shall be and they are hereby authorized to execute said Declaration and cause the same to be filed and recorded in the office of the County Clerk of Bowie County, Texas.

PASSED and APPROVED this 25th day of September, 2018.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: Exhibit "A" - Declaration of Covenants, Conditions and Restrictions



**TEXAMERICAS CENTER-WEST CAMPUS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This declaration, is made this 25th day of September, 2018, by TexAmericas Center (herein after called TAC), a political subdivision of the State of Texas, with reference to the following facts:

RECITALS:

- A. TAC was formerly known as the Red River Redevelopment Authority, an entity created in 1997 to receive and redevelop surplus military property in the county of Bowie, Texas; TAC operates as a special district pursuant to Chapter 3503 of the Special District Local Laws Code of the State of Texas.
- B. TAC is the owner of a portion of that certain real property (the Property or the Industrial Park) in the County of Bowie, State of Texas, described in Exhibit A attached hereto and by reference incorporated herein; and
- C. The Industrial Park is being redeveloped as a planned commerce/business/industrial/office park that will, in time, be subdivided and developed into a series of industrial parks each with attributes attractive to specific industries. The purpose of this declaration is to provide a frame work to cause and maintain a high-quality environment that will uphold a standard of development and to enhance and protect the value, desirability, and attractiveness of all such lots to their mutual benefit so to will protect investment made throughout the property.
- D. It is the desire and intention of TAC to subject the Property to certain covenants, conditions, and restrictions (CCR's) for the benefit of the property, TAC and the purchasers of Buildings and Sites (Lots) in the Industrial Park. It is the intent that the CCR's will be a recorded document which will establish terms and conditions for development and use of property within the Industrial Park. It is intended that said CCR's bind and benefit not only said purchasers of the real estate, and TAC, but also run and be common and binding upon their respective successors, heirs, and assigns and that all Lots in the Industrial Park or subsequent subdivisions be held, used, leased, sold, and conveyed subject to the CCR's set forth in this Declaration.
- E. To ensure compliance, the CCR's establish procedures for the review of plans of any proposed development. The CCR's also establish methods and procedures for appeals (when possible) as well as defining the responsibilities for maintenance of the development.

ARTICLE I
Definitions

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, as used in this Declaration, presently or in the future, have the meanings herein set forth:

1.1 Accessory Building. Any building which has a use subordinate to and incidental to the primary use of the main building(s) or to the primary use of the premises.

1.2 Applicable Law. All Federal, State, Local and other entities or governments laws, ordinances, codes, rules and regulations applicable to the development, use or occupancy of any Parcel or Improvements.

1.3 Architect. The term "architect" shall mean a person holding a certificate of registration to practice architecture in the State of Texas.

1.4 Authorized Agent. The term "authorized agent" or "approving agent" shall mean Declarant or a duly appointed person to whom Declarant has delegated authority to act in matters concerning this Declaration.

1.5 Beneficiary. The term "beneficiary" shall mean a mortgagee under a mortgage or as a beneficiary under a deed of trust.

1.6 Board of Directors (BOD). The term "BOD" shall mean the appointed governing/decision-making body of TAC.

1.7 Building. A structure built for the support, shelter and enclosure of persons, chattels or movable property of any kind.

1.8 Building Codes. TexAmericas Center is located within unincorporated Bowie County, Texas, and as such the only applicable building codes are those specified by the State of Texas. TexAmericas Center may impose greater restrictions through its Land Use and Site Design Guidelines and Construction Guidelines (Guidelines) which can be obtained from the Declarant. Said Guidelines will be amended from time to time.

1.9 Common Areas. The "common areas" are those areas of TexAmericas Center-West used by and/or for the benefit of all property owners or tenants within TexAmericas Center-West, including but not limited to parks, recreational facilities, walkways, roadways, utility easements, and public parking areas.

1.10 Common Area Maintenance Charges. The term "Common Area Maintenance Charges" mean the fees that may be assessed by TexAmericas Center in order to fund maintenance and repair of Common Areas that TAC has the responsibility of maintaining and repairing throughout the Industrial Park.

1.11 Declarant. The term "Declarant", "Authorized Agent" or "Assigning Agent" shall mean the TexAmericas Center ("TAC") Board of Director's (BOD) and/or its employed staff, and to the extent provided in Article X of this Declaration, its successors and assigns.

1.12 Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions (CCR) for the Property as it may from time to time be amended or supplemented.

1.13 Deed of Trust. The term "deed of trust" shall mean a mortgage as well as a deed of trust.

1.14 Development Plan: The term "development plan" shall mean the plan for infrastructure redevelopment, subdivision and economic growth and development as approved by the TAC BOD and other appropriate governing bodies as required.

1.15 Design Development Plan. Plans and specifications prepared by a registered architect or engineer for the owner or occupant which include: (i) a Site Plan showing the location, dimensions and orientation to Parcel boundary lines, applicable setback lines, all proposed Improvements, means of ingress and egress and driveway and traffic patterns; (ii) elevation designs of and description of the height and size of each building and structure; (iii) a general description of the exterior materials to be used for all Improvements; (iv) the number, type and location of parking spaces; (v) a general description of the type, number size and location of all exterior signs; (vi) a Grading and Drainage Plan; (vii) a schedule showing all proposed uses by square footage and compliance with the parking requirements contained in Article IV; (viii) location of private and public utilities serving the development; and (ix) a schedule showing the proposed timeline for each phase of the plan.

1.16 Engineer. The term "engineer" or "professional engineer" shall mean a person holding a license/certificate of registration to practice engineering in the State of Texas.

1.17 Exterior Plan. Drawings and details of all exterior surfaces showing elevations and the color, quality, type and location of exterior construction materials.

1.18 Governmental Authority. The term "Government Authority" or "governing bodies" shall mean any federal, state, county, municipal or other governmental authority having jurisdiction over any aspect of the development, use or occupancy of any Parcel or Improvements.

1.19 Grading and Drainage Plan. Plans and specifications showing in detail all grading and drainage of a Parcel prepared by a registered professional engineer and approved in writing by the Declarant.

1.20 Improvement - Improvements. The term "improvement" or "improvements" shall include but not be limited to buildings, outbuildings, interior roads, driveways, parking areas, curbing, sidewalks, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and

shrubs, poles, signs, loading areas, and all other structures, installations, landscaping and infrastructure of every type and kind, whether above or below the land surface.

1.21 Infrastructure: The term Infrastructure shall include, but not be limited to all roads, all storm sewers, sanitary sewers, and related structures e.g. drainage ditches, all water, sewer, gas, electric, IT, and rail lines, sidings, turnouts and rail structures.

1.22 Landscaping Plan. A plan for landscaping a Parcel approved in writing by Declarant that includes but is not limited to and provide for (i) drawings and specifications with respect to lawns, shrubs, decorative plants and trees and the size and location thereof; (ii) screening of all storage, loading and unloading areas.

1.23 Landscaping Work. The installation of all plants and improvements contained in a Landscaping Plan.

1.24 Landscaping Maintenance. The repair, maintenance and replacement of all Landscaping Work necessary from time to time to maintain Landscaping Work in good condition.

1.25 Lighting Plan. Plans and specifications showing the type, style, size, candle power and location of all outdoor lighting fixtures.

1.26 Site. The term "site", "lot", "Parcel" or "Parcels" shall mean a fractional part of the subject Property, which could include buildings, accessory buildings, open spaces and other real property, as subdivided on subdivision or parcel maps recorded from time to time in the office of the County Clerk for the County of Bowie, State of Texas, or as conveyed to third parties by TAC without the requirement to file a subdivision plat.

1.27 Mortgage. The term "mortgage" shall mean a deed of trust as well as a mortgage.

1.28 Mortgagee. The term "mortgagee" shall mean a beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage.

1.29 Net Square Feet. The square feet contained within the boundaries of a Lot or Parcel or the Property less all square feet contained within dedicated rights-of-way for streets, roadways, parks, natural open space and alleys.

1.30 Net Acreage. The term "net acreage" shall mean the total number of acres of land of the subject property, less any acreage of land included in publicly dedicated streets, roadways, parks, natural open space or alleys.

1.31 Occupant. The term "Occupant" or "Occupants" shall mean a lessee or licensee of an Owner, or any other person or entity, including the Owner, in lawful possession of a lot with the permission of the Owner.

1.32 Owner. The term "Owner" or "Owners" shall mean and refer to 1) any person, persons or entity that is the record Owner of fee simple title to any lot, excluding any entity or person who holds such interest as collateral or security for the payment/honoring of an obligation, until such mortgagee has acquired title to the fee to a Parcel pursuant to foreclosure, deed in lieu of foreclosure or other enforcement proceeding, but including contract sellers and any mortgagee or other security holder in actual possession of a lot, or 2) the lessee or lessees entitled to occupy all of a parcel under a lease for a fixed term in excess of ten (10) years (in which case the owner of the Parcel demised by such lease shall not be deemed to the Owner of such parcel for the purpose of this declaration during the term of said lease). In the event that the ownership of the land, whether by lease or by deed, only the Owner of the Improvements shall be deemed an Owner hereunder and shall be entitled to act on the behalf of the Owner of the land for purposes hereunder.

1.33 Owners' Maintenance Obligation. The term "Owner's Maintenance Obligation" shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings, and other Improvements; the prompt removal of all paper, debris, refuse and dead and diseased trees and plants from all areas of an Owner's Parcel; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping and screening approved in the Landscaping Plan and, during construction of Improvements on a Parcel, consistent cleaning of dirt, construction debris and other construction related refuse from streets, storm drains and inlets. Owners' Maintenance Obligations are set forth in Article V.

1.34 Plans. The Landscaping Plan, the Design Development Plan, the Exterior Plan, the Lighting Plan, the Signage Plan, the Grading and Drainage Plan and all other plans, specifications and information required by Declarant to enable Declarant to determine the location, scale, design, character, style and appearance of any proposed Improvement or Improvements.

1.35 Record - Recorded - Recordation. The terms "record," "recorded," or "recordation" shall mean, with respect to any document, the recordation of said document in the Office of the County Clerk for the County of Bowie, State of Texas.

1.36 Required Majority of the Owners. Those Owners who own at the applicable time 80% of the Net Square Feet of the subject property.

1.37 Sign. The term "sign" shall mean any structure, device, or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed or displayed on the premises.

1.38 Signage Plan. Plans and specifications showing the type, style, size, color, graphics, construction materials, manner of illumination and location of all exterior signs and signage.

1.39 Street - Streets. The term "street" or "streets" shall mean any public street, highway, road, or thoroughfare within or adjacent to the subject Property and shown on any recorded

subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, avenue, place, drive, road, court, terrace, circle, way, lane, or otherwise, together with such streets privately owned by TAC.

1.40 Name of Development. The term "subject property" or "property" or "Industrial Park" or "Business Park" or "Office Park" shall be synonymous with the term "TexAmericas Center - West Campus" and "TAC-West" and the real property described in Attachment A; and shall include any other real property, hereafter made subject to this Declaration.

1.41 Property Line. The term "property line" shall mean the boundary of every site, lot or parcel.

1.42 Visible from Neighboring Property: The term "visible from neighboring property" or "line of Sight" shall mean, with respect to any given object on a site, that such object is or would be visible to a person six (6) feet tall, standing on any part of any adjacent site or another property at an elevation no greater than the elevation of the base of the object being viewed. Line of sight rules shall not apply if the Owner of the site upon which the object is located maintains a minimum 50' vegetative buffer having a height of six (6) feet along its boundary line that screens the subject property.

ARTICLE II Subject Property

2.1 General Declaration. Declarant hereby declares that all of that property located in the County of Bowie, State of Texas, and more particularly described in Exhibit A is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise held, used, sold, improved, or transferred in whole or in part, subject to this Declaration. All of the CCR's set forth herein are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing and protecting the value, quality, desirability, and attractiveness of the subject property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the subject property for all purposes and be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their successors in interest as set forth in this Declaration.

2.2 Purpose of CCR's. The purpose of the CCR's contained herein is to promote the uniform industrial development and economic prosperity of the community by providing a facility compatible for industrial uses that will: (i) protect Declarant and each Owner through the proper development and use of the Property; (ii) cause the erection on the property of Improvements which are constructed of suitable materials; (iii) insure compatibility of design of Improvements within the Property; (iv) provide for proper landscaping and for the maintenance thereof; and (v) in general, encourage construction of attractive, high-quality, permanent Improvements that will promote the general welfare of all Owners and Occupants.

2.3 Subdivision of Parcels. No Parcel of record within the Industrial Park, after its conveyance from TAC, may be further subdivided for sale, transfer or use without prior written consent of Declarant. Such consent shall not be a guarantee that other Owners of record of any portion of the Property will agree to or permit the subdivision under the provisions of State law regarding County and Municipal subdivision regulations.

2.4 Addition or deletion of Realty. Declarant may at any time during the term of this Declaration add or remove all or a portion of any real property now or hereinafter owned by said Declarant to or from the Property, and upon recording of a notice of addition or deletion of real property containing at least the provisions set forth in Section 2.5, the provisions of this Declaration specified in said notice shall apply to such added real property in the same manner as if it were originally covered by this Declaration or shall no longer apply to the deleted tract, as applicable. Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers, and responsibilities of Declarant and the Owners and Occupants of Lots within such added real property shall be the same as in the case of the real property described in Exhibit A.

2.5 Notice of Addition or Deletion to Realty. The notice of addition or deletion of real property referred to in Section 2.4 shall contain at least the following provisions:

- (a) A reference to this Declaration stating the date of recording and the book or books of the records of Bowie County, Texas, and the page numbers where this Declaration is recorded;
- (b) A statement that the provisions of this Declaration, or some specified part thereof, shall apply to such added real property, or that the Declaration shall no longer apply to the deleted tract;
- (c) A legal description of such added, or deleted, real property; and
- (d) Such other or different covenants, conditions, and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvements of such added real property.

ARTICLE III Construction of Improvements

3.1 Approval of Design & Development Plans Required. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot by an Owner or Occupant until applicable and required plans and specifications shall have been submitted to and approved in writing by the Declarant. Material changes in approved plans must be similarly submitted to and approved by Declarant; such plans and specifications shall be in such form and shall contain such information as may be required by the Declarant. Plans and specifications shall in any event include the following:

- (a) A Site Development Plan of the lot showing the nature, grading scheme, kind, shape, composition, and location of all utility easements and all structures with respect to the particular site (including proposed front, rear, and side set back lines

- or vegetative buffers), and with respect to structures on adjoining lots, and the number and location of all parking spaces and driveways on the site;
- (b) An Exterior Plan; a Grading and Drainage Plan; and, a Landscaping Plan;
 - (c) A Lighting and Signage plan identifying the location/placement of signs and lighting on lot; and
 - (d) A Building Elevation Plan showing dimension, materials, and exterior color scheme in detail.

3.2 Submission for Approval. To secure the approval of Declarant, an Owner shall deliver to Declarant in form and substance satisfactory to Declarant the Plans for the proposed Improvements. The Plans shall conform to the provisions of this Declaration and Applicable Law.

3.3 Basis for Approval. Approval shall be based, among other things, upon adequacy of site dimensions, conformity and harmony of external design with neighboring structures on the site, improvement or lot, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning, or other rooftop installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. No plans will be approved that do not provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings, and complete visual screening of all transformer and terminal equipment. Declarant shall not arbitrarily or unreasonably withhold its approval of any plans and specifications submitted hereunder; however, the following limitations apply:

- (a) Failure to comply with any of the restrictions set forth in this Declaration;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested by Declarant;
- (c) Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;
- (d) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;
- (e) Objection to the location of any proposed structure with reference to other lots, or other property in the vicinity;
- (f) Objection to the grading or landscaping plan for any lot;
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;
- (h) Objection to the number or size of parking spaces, or to the design of the parking area;
- (i) Failure of the plans and specifications to comply with the Building Codes and TAC Land Use and Site Design Guidelines; and,
- (j) Any other matter that, in the judgment of the Declarant, would render the proposed improvements or use inharmonious with the general plan for improvements located upon other lots or other property in the vicinity.

3.4 Approval. Declarant shall review and either approve or disapprove all or parts of the Plans submitted to Declarant. Declarant may also grant approval subject to specific conditions. Declarant will complete its review and either approve or disapprove all or parts of the Plans within thirty (30) calendar days from the day the Plans are submitted to Declarant. However, if, after receiving the Plans for review, Declarant determines that the size or complexity of the Plans will require additional time beyond the normal thirty calendar days, a specified additional number of days permitted for review by Declarant may be established by written notification posted from Declarant to the Owner within five (5) working days from the day the Plans are submitted. If Declarant fails to act within either the normal thirty (30) calendar day period, or the extended period (specified in writing within five (5) working days from the day of submittal of Plans), the Plans are deemed to have been approved as submitted. If submitted Plans are not approved by Declarant, an Owner may revise the disapproved Plans to incorporate changes required by Declarant and deliver complete sets of properly revised Plans to Declarant for approval. No Improvement shall be constructed, erected, placed, altered, maintained or permitted until the Plans have been finally approved in writing by Declarant. Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Declarant of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

3.5 Changes to an Approved Plan. An Owner shall secure the written approval of Declarant to any material change or revision in approved Plans, as described in this declaration. Minor changes require a minor amount of time to review. Major changes may require more time to review. Declarant reserves the right to recover costs associated with reviewing proposed material changes made by the Owner or its agent.

3.6 Variances. Upon submission of a written request for variances, Declarant may, from time to time, in Declarant's sole discretion, permit an Owner to construct, erect or install Improvements which are in variance with the CCR's or TexAmericas Center's Land Use and Site Design Guidelines. Written requests for variances shall set forth in narrative detail the particular standard from which a variance is sought. Declarant shall have the right to require additional information, supporting data and/or plans and specifications in form and substance satisfactory to Declarant as a condition to Declarant's consideration of any request for a variance. Declarant shall not be liable to any Owner for any claims, causes of action or damages arising out of the granting or denial of any requested variance. By acceptance of any deed to any Parcel, the Owners expressly waive any such claims, demands, or causes of action arising from the granting or denial of any request variance. Each request for a variance shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of Declarants' right to strictly enforce the CCR's and architectural standards contained herein against any other Owner.

3.7 Minor Improvements: For Improvements deemed minor by the Declarant, the requirements of Article III can be waived in whole or in part. Owner or Occupant will supply a

written description of work to be performed and cost estimate for review by Declarant. If Declarant does not respond within 15 days of receipt of request by Declarant, request will be deemed denied. Said designation of "minor" is within the sole discretion of Declarant. Declarant will supply a written response to request confirming "Minor Improvement" status, which sections may be waived and any additional conditions that shall be met.

3.8 Proceeding with Work. Upon receipt of approval from Declarant pursuant to Sections 3.1, 3.2, 3.3 and 3.4, the Owner, or Occupant, or both, to whom the same is given, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing, rehabilitation, and alterations. In all cases, work shall commence within eighteen (18) months from the date the owner acquires the title to the property or periods described in a Work Schedule submitted, as part of the Design Development Plans, by Owner or Occupant and approved in writing by Declarant. If work is not commenced, approval shall be deemed revoked, unless the owner or occupant has, pursuant to a written request, secured an extended commencement date from the Declarant prior to the expiration date as outlined in Section 3.12.

3.9 Completion of Work. Any improvement once commenced pursuant hereto shall be completed expediently and without interruption within one (1) year of Declarant approval of the plans and specifications therefore, or as outlined and agreed to in the Work Schedule submitted as part of the Design & Development Plans, by Owner or Occupant and approved in writing by Declarant. The Declarant, at its sole discretion, upon written request made and received prior to the construction project time table being deemed delayed, may extend the time within which work must be completed. Failure to comply shall constitute a breach of this declaration and subject the party in breach to the enforcement procedure in Article VII.

3.10 Declarant Not Liable. Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
- (b) The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or
- (c) The development of any lot within the Industrial Park.

3.11 Construction without Approval. If any improvement shall be erected, placed, or maintained upon any lot, or any new use commenced upon any lot, other than in accordance with the approval by the Declarant pursuant to the provisions of this Article III, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from Declarant, any such improvement, so altered, erected, placed, maintained, or used upon any lot in violation of this Declaration shall cease and be removed or altered so as to conform to this Declaration, and any such use shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment or use not be accomplished within thirty (30) days after the date of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article VII.

3.12 Construction to Begin and Repurchase. Owner or Occupant must begin approved construction, for the original intended purpose for which property was purchased, within eighteen (18) months of purchase or lease of property. If Owner or Occupant does not begin approved construction within the specified eighteen (18) month period, the original seller, TAC, has the option to repurchase property from Owner or Occupant at the original price paid to the seller for said lot, or Declarant may at its sole discretion, renegotiate with Owner or Occupant for an extended construction period. UNDER NO CIRCUMSTANCES, WITHOUT SPECIFIC WRITTEN CONSENT FROM DECLARANT, MAY OWNER OR OCCUPANT SELL SAID UNIMPROVED PROPERTY TO A THIRD PARTY WITHOUT PRIOR APPROVAL OF DECLARANT. This option must be exercised within sixty (60) days after the expiration of the eighteen (18) month period.

3.13 Use of Temporary Structures. No temporary structure, or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any portion of the property without prior written authorization of the Declarant (other than during construction), and no edifice shall be occupied in any manner prior to its completion.

3.14 Address of Approving Agent. All Plans submissions, notices and other communications to Declarant shall be mailed or delivered to Declarant. Declarant may from time to time designate a different address for Plans submissions, notices and other communications by either delivering written notice of such new address to each Owner at each Owner's address as reflected by the records of Declarant or by recording a notice of such change of address in the County Clerk's office of Bowie County, Texas.

ARTICLE IV Development Standards

4.1 General. No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Parcel unless it complies with the provision of Article IV and Article V and is approved by Approving Agent in the manner provided in Article III.

4.2 Building Standards. All buildings will be in compliance with the current building codes of the State of Texas as adopted in the Texas Local Government Code, Chapter 214, Subchapter G Building and Rehabilitation Codes.

(a) Materials and Finishes-All front yard elevations of any Improvement shall be composed of higher quality masonry, concrete (including precast concrete or tilt slab construction) or custom architectural metal panel systems or a combination of these materials. Declarant may approve other facades such as all-weather composite coating materials on a case by case basis. No other materials, including corrugated steel or aluminum, asbestos or other untreated metal may be used on the exterior of any improvements without the prior written approval of the Declarant.

(b) Architectural Design Considerations-Plain pre-engineered metal buildings without architectural enhancement on the front yard side, Quonset Huts, and Pole Barns are not preferred construction styles anywhere within the Property but are permitted in accordance

with TexAmericas Center's Land Use and Site Design Guidelines at specified locations. Roof colors shall be coordinated with those on surrounding facades. The architectural design of new buildings and major exterior additions, upon the same lot, should relate to neighboring buildings. While specific designs need not be duplicated, the general size, bulk, materials and colors should have a complimentary design relationship to other buildings on the lot. The size of windows and doors should be related to the scale of the wall in which they appear. Main entryways should be clearly defined and smoothly integrated with building and landscaping, with design of them as focal points and pleasant invitations to visitors. Pleasing effects can be achieved by canopies, roof overhangs, recessed areas and frame line extensions.

4.3 Roof Top Equipment. All fans, vents, cooling towers, skylights and any equipment located on the roof of any Improvement should be located in a manner to minimize their distraction from the architectural attractiveness of the Improvement.

4.4 Underground Utilities. Except for special street lighting or other aerial facilities which may be required by any Governmental Authority, or which may be installed by TAC pursuant to TAC's development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property by a utility company, any Owner, or Occupant, or any other party. All utility service facilities (including, but not limited to, water, sewer, gas, electricity, telephone, fiber optic, and cable TV) shall be buried underground unless otherwise approved in writing by TAC or unless otherwise required by any Governmental Authority or by the applicable utility company.

4.5 Utility Easements. The Declarant hereby reserves and retains a perpetual, alienable and releasable easement for the installation of utilities, (including water, electric, telephone, fiber optic and cable TV, gas and sewer lines) along and within twenty (20) feet of each lot line of parcels conveyed after recordation of this Declaration, as well as in and to all easements for water, gas, drainage, electricity and sewage as to be shown on any recorded subdivision Plat. The Declarant shall have the unrestricted and sole rights and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the Plat, shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility services.

4.6 Minimum Setback. All Lots shall comply with the minimum setbacks as outlined within TexAmericas Center's Land Use and Site Design Guidelines.

4.7 Landscaping. Areas of a Parcel not otherwise improved shall be landscaped in accordance with a Landscaping Plan. Each Owner shall be responsible for the performance of such Owner's Landscaping Maintenance. The Landscaping Plan shall conform with requirements of these CCR's and TexAmericas Center's Land Use and Site Design Guidelines.

a) All Landscaping Work shall be completed prior to occupancy unless otherwise approved by Declarant.

- b) The area of each lot between any street and any minimum setback line as set forth in Section 4.6 shall be landscaped with an attractive combination of trees, shrubs, and other ground cover. All portions of the lot not fronting a street and noted for parking, storage, or buildings shall be landscaped in a complementary and similar manner. It is the intention of TAC to have a maintained landscaped buffer between improvements. After completion, such landscaping as is herein required shall be maintained in a slightly and well-kept condition.

4.8 **Soil Removal.** If site preparation or debris clearance work which requires the removal of soil or excess fill from any site, the Owner or Occupant shall contact the Declarant with regard to stock piling of the soil or excess fill so to be either deposited in a location selected by the Declarant or removed from the Industrial Park at the cost of the site Owner or Occupant. No soil shall be removed from the Industrial Park without written approval from the Declarant.

4.9 **Signs.** No signs, either temporary or permanent, whether free standing or affixed to any structure, shall be permitted on any lot unless approved by Declarant in writing. All signs shall be a size and nature to preserve the quality and atmosphere of the Industrial Park unless otherwise approved in writing by Declarant; all signs may not:

- a) Be installed to project above the roof line of a building;
- b) Be of unusual size or shape when compared to the Improvements situated on the Parcel on which such sign is located;
- c) Be located in or painted on any window;
- d) Contain or utilize any flashing, blinking, intermittent or moving light as source of illumination
- e) Move

No sign shall be approved other than business identification signs, informational and vehicular control signs, signs identifying the building or the business of the Owner or Occupant of a lot, signs offering the lot for sale or lease, and temporary development signs. No billboards or advertising signs shall be allowed. All signs should be affixed at ground level or on the face of the building. Only two signs (maximum face square footage of sixty-four (64) square feet per sign) identifying the user, nature of the business, and products shall be permitted for each lot and these shall be of a design and material consistent with the building itself. All signs must comply with the Signage requirements within TexAmericas Center's Land Use and Site Design Guidelines. All signs must be approved in writing by Declarant prior to installation.

Declarant may approve a building standard sign program in writing. If Declarant approves a building standard sign program in writing, signs installed in strict conformance with the requirements of such approved program will not be required to have separate approval, but any sign which deviates from such approved program may not be installed until approved in writing by Declarant.

Temporary signs shall be permitted during construction and when a Parcel is offered "For-Sale" or "For-Lease" provided that the written approval of Declarant first is obtained.

4.10 **Fences.** No fence shall be permitted on any lot within the designated setback unless such fence or wall is necessary for security or screening purposes. The Declarant reserves the right to approve the location and design of all fences in accordance with TexAmericas Center's Land

Use and Site Design Guidelines, and no fence shall be constructed without construction plan approval from the Declarant.

4.11 Grading and Drainage. A Parcel shall be graded and drained in accordance with TexAmericas Center's Land Use and Site Design Guidelines. The occupants Grading and Drainage Plan shall be approved in writing by Declarant. The Plan must provide for positive drainage of the applicable Parcel without detrimental effects on adjacent Parcels or adjoining land for applicable storm events.

4.12 Sanitary systems. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered or allowed to remain or be used on said property unless a municipal sanitary sewer service is not available to the property. Any on-site sanitary sewage system shall be fully approved as to design, capacity, location and construction by all proper public health agencies of the State of Texas, Bowie County, municipal sanitary sewer service provider and the Declarant.

4.13 Pretreatment Systems. Pre-treatment of sewerage discharges shall be in compliance with the requirements of the municipal sanitary sewer service provider.

4.14 Potable and Non-potable Water System. All potable and non-potable water system shall be provided by the local water utility company. All connections, including but not limited to cross-connection prevention shall be in accordance with and approved by the local water utility company. No groundwater wells of any type are allowed on the property.

4.15 Accessory Building. No accessory building(s) shall be constructed unless approved in writing by Declarant.

4.16 Open Storage and Screening of Objects.

- a) No article, goods, materials, incinerators, storage tanks or like equipment may be stored in the open or exposed to public view or view from adjacent buildings. All loading areas fronting on a street shall be screened.
- b) All water towers, trash bins, HVAC units, processing equipment, stand fans, skylights, cooling towers, communication towers, antennas, vents, security fences and any other structure or equipment shall be architecturally compatible with other Improvements and/or effectively shielded from view from any public or private dedicated street by an architecturally sound method or natural screening. The construction of said structure or equipment, as well as any necessary screening, must be approved in writing by Declarant before said structure or equipment is constructed or erected.
- c) If it shall become necessary to store or keep materials or equipment in the open, then such storage may be permitted with the prior written approval of Declarant and shall conform with requirements of TexAmericas Center's Land Use and Site Design Guidelines.

4.17 Parking Areas. Off-street parking adequate to accommodate the parking needs of the Owner or Occupant and the employees and visitors thereof shall be provided by the Owner or

Occupant on each lot. The parking plan must be approved by the Declarant. The intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit on-street parking of public transportation vehicles. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided by the Owner or Occupant so as to satisfy the intent of this section. All parking areas shall be in compliance with Article III, Article IV, Article V and TexAmericas Center's Land Use and Site Design Guidelines. All required parking facilities visible from a front or side street shall be constructed of concrete or asphalt (or other all-weather surface). Parking areas shall be completed prior to occupancy unless written approval is obtained by Declarant.

ARTICLE V Regulation of Operations and Uses

5.1 Permitted Uses. Except as otherwise specifically prohibited herein, any Heavy Industrial / Light Industrial / Office / Commercial / or Agricultural operation and use as specified in TexAmericas Center Land and Site Design Guidelines, will be permitted upon a lot, which may include but will not be limited to offices; office-showrooms; office-warehouses; assembling; processing; manufacturing; wholesaling; research and development; servicing and distribution; distribution centers; flex space; and other commercial uses compatible with the foregoing uses; provided that Declarant specifically consents to such use in writing, and that the use is allowed in the Area under the provisions of the TexAmericas Center Land Use and Site Design Guidelines. The Declarant may amend this section and the proceeding section from time to time so to specifically allow or prohibit certain operations and uses.

Operations and Uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted as to certain Parcels in a specific case if a proposed use or operational plan and specifications describing such proposed use in detail, are submitted to and approved in writing by Declarant. Approval or disapproval of such an operational or use plan and specifications shall be based upon the effect of such operation or use on the other property subject to this Declaration or upon the occupants thereof but shall be in the sole discretion of the Declarant.

5.2 Prohibited Uses. Notwithstanding any provision to the contrary contained herein, the following general operations and uses shall not be permitted on any property subject to this Declaration:

- (a) Residential trailer courts, mobile home parks or recreational vehicle campgrounds;
- (b) Junk yards, wrecking yards, scrap yards except when said yards are screened and use designs and technologies to greatly lessen environmental impacts;
- (c) Mining, drilling, or removing oil, gas, or other hydrocarbon substances, unless performed by the declarant or its agent;
- (d) Commercial excavation of building or construction materials including sand, gravel or soil, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article III, unless performed by the declarant or its agent;

- (c) Distillation of bones;
- (f) No animals, livestock, swine, or poultry shall be kept on any portion of the property
- (g) Stockyard or slaughter of animals, except when confined inside an appropriate building approved by Applicable laws;
- (h) Cemeteries, except those cemeteries currently located on the Property;
- (i) Topless or nude nightclubs or similar business operations.
- (k) Labor or migrant worker camps;
- (l) Unregulated dumping, disposal, incineration, or reduction of garbage, trash, sewage, offal, dead animals, or refuse;
- (m) Unscreened outdoor storage, outdoor fabrication, or outdoor handling of machinery, parts, materials, supplies, or products;
- (n) New or used retail car sales lots;
- (o) Commercial parking lots and structures other than associated with a specified business;
- (p) Residential use including but not limited to single family or multi-family residences, childcare facilities, nursing homes or assisted living facilities, or any type of education purposes for children/young adults in grades pre-kindergarten through grade 12;
- (q) Mining, except soils, clay, coal or other solid minerals 'removal that is incidental to site preparation, balancing, or other earthwork necessary for further development; or,
- (r) Any use(s) prohibited by the County of Bowie or State of Texas or United States Government.

5.3 **Nuisances.** No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any adjacent lot or property or to its occupants. A "nuisance" shall include, but not limited to, any of the following conditions:

(a) Any use, excluding reasonable construction activity, of the lot that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterway that, is in violation of Applicable Law, or in the opinion of Declarant, may adversely affect the health, safety, comfort of, or intended use of their property by persons within the area. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the subject property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer;

(b) The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere, which discharge, is in violation of Applicable Law, or in the opinion of the Declarant, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation;

(c) The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave (other than the transmission of communication signals), ultrasonic, laser, or other radiation that is in violation of Applicable Law. Any operation producing intense glare or heat, or such other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the site upon which the operation is conducted;

(d) Noise, or any vibration, noise, sound or disturbance which in the opinion of Declarant, is objectionable due to intermittence, beat, frequency, strength, and shrillness shall be muffled so as not to be objectionable and create a public nuisance. Any operation producing noise shall be performed only within an enclosed or screened area and then only in such manner that the noise emitted will not be discernible from any adjoining site from which the operation is conducted.

5.4 Condition of Property. The Owner or Occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, at its own expense, in all respects, with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such lot.

5.5 Maintenance and Repairs. (“Owner’s Maintenance Obligation”) Each Owner or Occupant of a site is responsible for the maintenance of all improvements and infrastructure thereon, including all drainage ways/ditches, retention and detention areas and concrete storm drains as well as maintenance and repair of any utility lines which service said site and or improvements. Owner or occupant shall at all times be obligated to construct, kept maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Improvements on such Parcel (and the area between the boundary lines of each Parcel and adjacent street if such area is not otherwise maintained), so as to keep same in a clean, sightly, safe and first-class condition consistent with its original intended appearance and other similar class properties and construction.. If any Improvement is damaged or destroyed, an Owner or Occupant shall diligently proceed to restore such Improvement to the condition existing prior to such damage or destruction. All repairs, alterations, replacements or additions to improvements shall be at least equal to the original work in class and quality. The necessity and adequacy of such repairs shall be measured by the same standard as set forth above for the original construction and maintenance and shall be in compliance with the TexAmericas Center’s Land Use and Site Design Guidelines which may be set and updated by the Declarant from time to time. In the event of damage or destruction, an alternative is to raze and remove such Improvement and landscape the Parcel pursuant to the Landscaping Plan approved as provided in Article III. Until commencement of construction of Improvements thereon, the Owner or Occupant of each Parcel shall keep such Parcel free and clear of trash and debris and regularly mowed.

5.6 Refuse Collection Areas. All outdoor refuse collection areas shall be enclosed and visually screened so as not to be visible from neighboring property or streets by a vegetative buffer (preferably of evergreen plants) or a constructed wall not less than six (6) feet tall. All such areas shall have a concrete pad or floor of sufficient size to contain all refuse generated on site and support the waste collection vehicle during removal. In no event shall the pad be less than six (6) feet by eight (8) feet. Refuse collection areas shall be kept clean to preclude odor or vermin nuisances in these areas. No refuse collection area shall be permitted between a street and the front of a building.

5.7 Repair of Buildings. No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

5.8 Public and Private Utilities and Infrastructure. Declarant reserves the sole right to grant consents for the construction and operation of public and private utilities including, but not limited to, poles, lines or above or below ground conduits or other structures for rail, water, sewer, electricity, IT (telephone, telegraph, fiber or copper), and gas pipe in and upon any and all streets now existing or herein after established upon which any portion of the subject property may now or hereafter front or abut. Declarant reserves the exclusive right to grant consents and to petition the property government authorities for any and all utility and infrastructure improvements, including but not limited to traffic studies, street lighting, grading, seeding, tree planting, signs, bus shelters, sidewalks, paving, sewer and water installations (whether it be on the surface or subsurface), electricity extensions, rail extensions, fiber extensions and gas extensions. No owner or occupant shall enter into any contract or agreement with any governmental agency, body, authority, administration, or other public or private entity with reference to the installation of any utility or infrastructure service or improvement without the Declarants prior written consent. Declarant reserves the right to approve above-ground utility lines across the subject property or any portion thereof on a temporary basis for the purpose of construction, and such lines shall be permitted when required by a government agency. The construction and operation of public utilities in rights-of-way dedicated to the public must be approved by the appropriate governmental authority and Declarant.

5.9 Declarant's Maintenance Responsibility: So long as Declarant shall maintain and repair all common area and facilities located on the subject property further described in Exhibit "A" attached hereto, which common areas shall include all fill and cut slopes, adjacent to public streets, sidewalks, and all special landscaped areas. Such maintenance and repair shall include, without limitation:

- a. Cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures which are the property or responsibility of any Owner, Occupant, utility or government body.
- b. Performance of necessary maintenance of all landscaping as required within the common areas including the trimming, ground cover, shrubs, and trees removal of dead or waste material, and replacement of any dead or diseased grass, groundcover, shrubs, or trees.
- c. The removal of trash and rubbish within the common area.
- d. Declarant shall erect park entrance signs, interior directional signs and appropriate traffic control signs.

5.10 Common Area Maintenance Fee. Each lot owner shall be responsible for and pay its proportionate share of the "TexAmericas Center Common Area Charges" based upon the square footage of the Lot as a percentage of the total area of the Property. The "common areas" are those areas of the Property areas as defined in Section 1.9. "Common area charges" are those property taxes, user charges, payments in lieu of taxes, maintenance, improvement, and betterment charges, and other local, county, TexAmericas Center, or other governmental assessments on or against the

common areas. The common area charges, other than taxes, shall not exceed ten cent (\$0.10) per \$100.00 valuation of the Lot based upon the fair market value thereof as determined by the Bowie Central Appraisal District for the year in which the assessment is made. TAC shall notify each Lot Owner of the amount of the assessment, and each Lot Owner shall pay said assessment within thirty (30) days.

5.11 Utility Lines and Antennas. No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave, internet, cable, or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the subject property other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground in a designated utility corridor or concealed in or under buildings or other structures, without the specific written consent of Declarant. No antenna for the transmission or reception of telephone, television, internet, microwave, or radio signals shall be placed on any lot within the subject property unless written consent of Declarant shall first be obtained. No microwave or satellite transmission facilities shall be placed on a lot unless written consent of Declarant is obtained and shall not be placed on the front side of the building. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the subject property. No open drainage shall be permitted other than that on approved drainage plan.

5.12 Mechanical Equipment. When practical, all mechanical equipment, utility meters, storage tanks, air-conditioning equipment, and similar items shall be screened on sides open to public view with landscaping or attractive architectural features integrated into the structure itself.

5.13 Excavation and Mineral Exploration. No excavation of the subject property or any lot therein shall be made except in connection with construction, utility or infrastructure extension or an improvement, and upon completion, exposed openings shall be backfilled, and disturbed ground shall be graded, leveled and restored to its original condition. Necessary permission for this work must be obtained prior to beginning the work from Declarant or other appropriate governing authorities. No portion of the subject property shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of improvements within the subject property.

5.14 Hunting. No portion of the subject property shall be used in any manner for hunting or trapping except for ground being managed by Declarant. No wildlife shall be killed or harmed unless same is a menace to human life or property. The removal of varmints may be permitted by Declarant upon written approval. Hunting or trapping on any neighboring lots is forbidden.

5.15 Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any portion of the property without written consent of the Declarant. Any tank used in connection with an operations or other structure, including tanks for storage of propane or similar gas, raw material or final product shall properly guarded in accordance with applicable law.

5.16 Other Operations and Uses. Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant in accordance with the procedures set forth in Article III of this Declaration. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole Discretion of Declarant and in accordance with the Bowie County regulation and other applicable ordinances.

5.17 Army Imposed Restrictions. In addition to the CCR's stated herein, the Property is also such to the exceptions, limitations, covenants, conditions and reservations set froth in the Deed Without Warranty conveying the Property to TexAmericas Center dated September 30, 2011 and recorded in Volume 6114, Page 1 of the Real Property Records of Bowie County, Texas. Each Owner and Occupant of lots, sites or parcels within the Property must comply with said Army Imposed Restrictions and shall be responsible for any violations thereof as provided in said Deed Without Warranty.

5.18 Existing Structures. Until such time as the existing structures owned by Declarant are sold, leased or otherwise put into productive use (excluding storage uses), said structures shall not be subject to the Owner's Maintenance Obligations or otherwise be required to meet the requirements of this Declaration.

ARTICLE VI Modification and Repeal

6.1 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding, provided, that in such event, Declarant shall have the right to modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

6.2 Modification by Declarant. Declarant shall have the right from time to time to amend this Declaration to clarify or to further the intent and purpose of this Declaration. Any and all such amendments shall be effective upon the recording in the Deed Records with the County Clerk of Bowie County, Texas, of an instrument setting forth the applicable amendment executed and acknowledged by Declarant. For so long as Declarant owns any interest in the subject Property, or any part thereof, or for a period of fifty (50) years, subject to the extension conditions of Section 6.4. from the effective date hereof, whichever period is shorter, Declarant acting alone may modify or amend the provisions of the declaration; provided, however, that any such modification or amendment must be within the spirit and overall intention of the development as set forth herein.

6.3 Termination. At any time after Declarant has conveyed all of TAC's interest in the Property to parties which are not affiliated with Declarant, this Declaration may be terminated by

an instrument of termination executed and acknowledged by the Required Majority of the Owners recorded in the Deed Records of the County Clerk, Bowie County, Texas.

6.4 Term. Unless terminated pursuant to the provisions of Section 6.3, this Declaration shall remain in effect for fifty (50) years after the date hereof and automatically shall be renewed and extended for successive ten year periods thereafter unless and until an instrument of termination is executed and acknowledged by the Required Majority of the Owners and is recorded in the Deed Records of Bowie County, Texas in which event this Declaration shall terminate at the end of such initial 50 year period or at the end of the then applicable ten year renewal period.

6.5 Governmental Regulations. All valid governmental enactments, ordinances, and regulations, including U.S. Department of Defense (DOD), U.S. Department of Commerce Economic Development Administration (EDA), U.S. Department of Agriculture (USDA), U.S. Department of Housing and Urban Development (HUD), Texas Department of Agriculture (TDA), U.S. Environment Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ) or other applicable agency requirements, where funds (e.g. DOD, EDA, USDA, HUD, TDA, EPA, TCEQ, etc.) have been or are to be used as part of the Property Development Plan, are deemed to be a part of this Declaration, and to the extent that they conflict with any provision, covenant, condition, or restriction hereof, said conflicting governmental enactment, ordinance and regulation shall control and the provision, covenant, condition, or restriction hereof in conflict therewith shall be deemed (i) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent and spirit of the provision, covenant, condition, or restriction; or (ii) stricken here-from should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, condition or restriction.

6.6 Exculpation and Waiver. Notwithstanding any covenant, condition or term contained in this Declaration to the contrary and notwithstanding any provision of Applicable Law to the contrary, Declarant shall not have any liability to any Owner arising or resulting from any act or omission of Declarant taken or omitted pursuant to this Declaration. Each Owner by accepting a conveyance to any portion of the Property conclusively shall be deemed to have unconditionally and irrevocably waived all claims against Declarant arising or resulting from acts or omissions of Declarant taken or omitted pursuant to this Declaration prior to or subsequent to the conveyance.

ARTICLE VII Enforcement

7.1 General. The covenants, conditions, restrictions, easements, uses and privileges of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant and each Owner, their respective heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested solely in Declarant for as long as Declarant owns any interest in the subject property.

7.2 Right of Entry. During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarant, and its agents, shall have the right to enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.3 Deemed to Constitute a Nuisance. The result of every act (breach, violation, or failure to perform or satisfy any covenant, condition or restriction) or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance. In the event of a nuisance which has not been cured within thirty (30) days after written notice to do so, Declarant at its sole option and discretion may enforce any and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by Declarant.

7.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration, to restrain a breach thereof, parties against whom judgment is entered or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. All remedies provided under this Declaration, or at law or in equity shall be cumulative and not exclusive.

7.5 Failure to Enforce is No Waiver. The delay or failure of Declarant to enforce any requirement, restriction, or standard herein contained shall in no event be deemed to be a waiver of the right of Declarant to do so thereafter or in other cases the right of any Owner of land within the Property to initiate unilateral action to remedy or enforce any other breach of restrictions.

ARTICLE VIII Assignment

8.1 Assignment. Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of the Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, she, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. If at any time TAC ceases to exist and has not made an assignment of its duties as Declarant, the successor Declarant will be the County of Bowie, Texas. Any assignment or appointment made under this article shall be in reasonable form and shall be recorded.

8.2 Appointment and Designation. Declarant may from time to time delegate any of Declarant's rights or responsibilities hereunder to other parties who shall have full authority to act on behalf of Declarant in all matters delegated.

8.3 Tenure of Approving Agent. On the date when Declarant has sold Parcels which constitute 100 percent of the Net Square Feet of the subject property to parties which are not affiliated with Declarant, or at any time, from time to time, after such date, Declarant may, at Declarant's sole option, relinquish Declarant's obligations and responsibilities as Approving Agent by giving written notice thereof to the Owners (the "Relinquishment Notice"). Within 90 days after the date of the Relinquishment Notice, the Owners shall by vote of the Required Majority of the Owners designate another party to serve as Approving Agent. Declarant agrees to continue serving as Approving Agent until the earlier of (i) date that another party is designated by vote of the Required Majority of the Owners to serve as Approving Agent, or (ii) 90 days after the date of Relinquishment Notice. In any event, Declarant shall no longer be responsible for performing the duties and obligations of Approving Agent hereunder on or after the 91st day from the Relinquishment Notice.

ARTICLE IX Constructive Notice and Acceptance

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the subject property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the subject property.

ARTICLE X Liability

10.1 General. Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

10.2 Defects or Omissions. Declarant has no liability or obligation whatsoever in connection with any Plans and no responsibility for the adequacy thereof or for the construction of any Improvements contemplated by any Plans. Declarant has no duty to inspect any Improvements, and if Declarant should inspect any Improvements, Declarant shall have no liability or obligation to any party arising out of such inspection. Declarant expressly shall have no liability or responsibility for defects in or omissions from any Plans or for defects in or omission from the construction of any Improvements.

10.3 Responsibility of Owner. Each Owner shall be responsible for any breach of this Declaration which is a result of such Owner's own acts or omissions or the acts of omissions of any Occupant of such owner's Parcel(s).

ARTICLE XI Runs with Land

All covenants, conditions, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every lot of the subject Property; shall create mutual equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors, and assigns; and shall, as to the Owner and Occupant of each lot, his heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as provided otherwise herein.

ARTICLE XII Rights of Mortgagees

No breach of any covenant, condition, or restriction herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any site or portion thereof, provided that all restrictions shall be binding upon and effective against any subsequent owner of the property or any portion thereof now or hereafter executed upon the subject property or a portion thereof, provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all the CCR's contained in this Declaration.

ARTICLE XIII Captions

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of that particular article or section to which they refer.

ARTICLE XIV Effect of Invalidation

If any provision of this Declaration is held to be invalid by Applicable Law or any court, the invalidity of such provision shall not affect the validity of the remaining provisions thereof and

the requirement imposed by Applicable Law shall control. If any of this Declaration is more restrictive than a requirement imposed by Applicable Law, the requirement imposed by this Declaration shall control unless prohibited by Applicable Law.

EXECUTED this 25th day of September, 2018

DECLARANT:

TexAmericas Center
107 Chapel Lane
New Boston, Texas, 75570

By: Boyd Sartin
Boyd Sartin, Chairman

ATTEST:

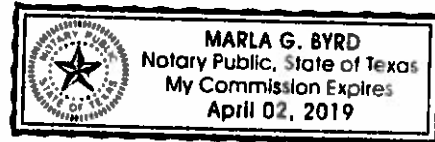
By: W. Scott Norton
W. Scott Norton, Executive Director & CEO

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me on the 25th day of September 2018, by Boyd Sartin, Chairman of the Board, TexAmericas Center, on behalf of said corporation.

Marla G. Byrd
Notary Public, State of Texas



**EXHIBIT A
(PROPERTY)**

All that certain 2,850.665 acres more or less conveyed by the United States of America to TexAmericas Center by that certain Deed Without Warranty dated September 30, 2011, and recorded in Volume 6114, Page 1 of the Real Property Records of Bowie County, Texas.

**THE STATE OF TEXAS
COUNTY OF BOWIE**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

**2018-00010270 REST
09/28/2018 01:46:39 PM Total Fees: \$130.00**

**Tina Petty, County Clerk
Bowie County, Texas**

