

SUBDIVISION RESTRICTIONS  
OF TAMARACK MOUNTAIN SUBDIVISION  
SECTION I

THE STATE OF TEXAS  
COUNTY OF BROWN

KNOW ALL MEN BY THESE PRESENTS:

That TAMARACK PROPERTIES, INCORPORATED, a Texas corporation, the owner of Tamarack Mountain Subdivision as shown by the plat thereof duly recorded in the Plat Records of Brown County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Tamarack Mountain Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2. Subject to the provisions of numbered paragraph 10 hereof, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private boathouse, a private storage building and a private garage for the sole use of the owner or occupant. Lots 1 thru 127 are restricted to camping only and shall be limited to use of pickup campers, camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes and other camping shelters. NO SEWAGE NOR EFFLEUNT SHALL BE DISPOSED OF UPON, IN, NOR UNDER LOTS 1 thru 127. THEY ARE TO BE USED FOR SELF-CONTAINING UNITS ONLY.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, (i) no used existing buildings or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick and inside structural material, if such use is approved in writing by the Architectural Control Committee) and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type roof or siding materials will be used on any structure without written approval of the Archi-

tectural Control Committee, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, without prior written consent of the Architectural Control Committee.

4. No building exceeding two stories in height shall be erected on any lot. Each residential building, subject to paragraph 9 and 10 hereof, shall have a minimum floor area of 720 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, fence or other structure or improvement shall be erected, placed or altered, on any lot until two (2) copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. Fences shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easements shall be borne by the lot owner or purchaser and not the utility company.

7. No building or mobile home shall be located nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than five (5) feet, or nearer to the front lot line than twenty (20) feet, except lots 1 thru 127 no building, travel trailer, camper or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet, or nearer to the front lot line than ten (10) feet; provided, however, that the Architectural Control Committee may allow lesser set backs when unusual topography or design warrant it.

"Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements.

8. No animals or birds, other than household pets, shall be kept on any lot.

9. Except as provided below in regard to camping, no outbuilding, boathouse, toolhouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Mobile homes (including travel type trailers used as mobile homes) may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements:

(a) that the mobile home be of late model, in good repair and of attractive design and appearance, and underpinned within ninety (90) days with material approved by the Architectural Control Committee.

(b) that any mobile home not built by commercial mobile home manufacturer be of design, appearance and quality comparable to those build by commercial manufacturers; otherwise no mobile home shall be placed on any lot,

(c) water service must be connected and an approved septic tank must be installed for each mobile home, each residence of any kind and each travel trailer and all sanitary plumbing and facilities must conform to the requirements of the health department of the County, State of Texas and of the Texas Water Quality Board, prior to occupancy.

Camping on the lots shall be limited to use of campers, camping trailers, tents or other camping shelters which shall be of good appearance and in good repair. Tents and similar types of camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.

10. Easements are reserved along and within five (5) feet of the rear lines, front lines, and side lines of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agrees that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

LOTS 1 thru 124, 128 thru 131, 245 thru 249, 494 thru 495, 501 thru 503, 529 thru 547, and 553 ARE SUBJECT TO A FLOODING EASEMENT IN FAVOR OF BROWN COUNTY WATER IMPROVEMENT DISTRICT NUMBER 1.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, mobile home demonstration and sales lots, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 7 and 9 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

12. Subject to the provisions of the last sentence of this paragraph as to each lot in this Subdivision, (defined for purpose of the paragraph 12 only as Tamarack Mountain Section I and Tamarack Mountain Section II Subdivisions), an assessment is hereby made of (i) \$3.00 per month per lot the owner of which owns only one lot in said Subdivision, and (ii) a pro rata amount per month per lot in said Subdivision in respect to lots of which two or more are owned by the same person but

not to exceed \$3.00 per month as to the total of all lots by one owner in said Subdivision: the word "owner" as used in this sentence, shall include also the purchaser under a sales contract with the undersigned of a lot in Tamarack Mountain Subdivision. Such assessments may be used for the enforcement of these subdivision restrictions and for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in Tamarack Mountain Subdivision, and for security guards at Tamarack Mountain Subdivision, and for any other uses approved by the Board of Directors of Tamarack Mountain Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Said assessments shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Tamarack Mountain Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30th of each year commencing in 1982, at which date in the year 1982 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until June 30th of each year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not converted by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessment under this paragraph against such lot shall hereupon be automatically cancelled.

13. Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot which is under a contract of sale then in force, with the undersigned being the seller hereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

15. No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision.

16. Subject to the provision of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein,



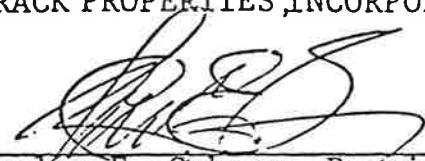
(ii) suffer to be violated (with respect to the real property in which person or entity has rights other than the rights granted by this sentence) any restriction or provision herein. It shall be lawful for Tamarack Mountain Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

17. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

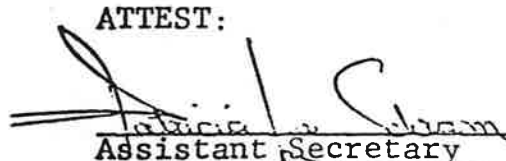
EXECUTED this 8th day of January, 1981.

TAMARACK PROPERTIES, INCORPORATED

By

  
Charles E. Schram, President

ATTEST:

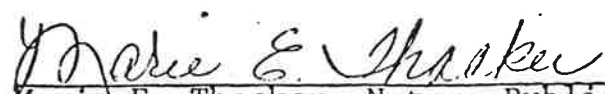
  
Assistant Secretary

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared CHARLES E. SCHRAM, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of TAMARACK PROPERTIES, INCORPORATED, who acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed respectively of TAMARACK PROPERTIES, INCORPORATED, a corporation organized and existing under the laws of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January, 1981.

  
Marie E. Thacker, Notary Public in and for Dallas County, Texas.



ED FOR RECORD on the 9 day of Jan A.D., 1981, at 11:45 o'clock a M.  
y recorded this 12 day of Jan A.D., 1981, at 9:30 o'clock a M.  
TRUMENT # 199

NITA BAILEY, County Clerk  
Brown County, Texas

By:

  
Deputy

SUBDIVISION RESTRICTIONS  
OF TAMARACK MOUNTAIN SUBDIVISION  
Section II

THE STATE OF TEXAS

COUNTY OF BROWN

KNOW ALL MEN BY THESE PRESENTS:

That TAMARACK PROPERTIES, INCORPORATED, a Texas corporation, the owner of Tamarack Mountain Subdivision as shown by the plat thereof duly recorded in the Plat Records of Brown County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on all of said property, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure attractive camping usage thereon; to secure and maintain proper setbacks from streets, and, in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the Directors nor officers of Tamarack Mountain Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce these restrictions.

2. Subject to the provisions of numbered paragraph 8 hereof, all lots are restricted to use for single family purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private boathouse, a private storage building for the sole use of the owner or occupant.

3. Subject to the provisions of numbered paragraph 8 hereof, (i) no used existing buildings or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used on any structure without written approval of the Architectural Control Committee, and (iii) the exterior of any building must be painted or stained. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, without prior written consent of the Architectural Control Committee.

4. Fences shall be permitted to extend to the side and back lot lines and to no less than five (5) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any reasonable damage by utility companies to any fence located in any utility easement shall be borne by the lot owner

or purchaser and not by the utility company.

5. No building, travel trailer, camper or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line" and "rear lot line", respectively, as used in the paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building, travel trailer, camper or structure other than a fence shall be located nearer to the front lot line than ten (10) feet.

6. No animals or birds, other than household pets, shall be kept on any lot.

7. Except as provided below in regard to camping, no outbuilding, boathouse, toolhouse, erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. LOTS 1 thru 125, 139 and 140, 153 thru 155, 200 thru 204, 207 thru 247, 288 thru 332, 371 thru 419, 461 thru 486, 524 thru 545, 577 thru 591, 617 thru 627, 641 thru 647, ARE SUBJECT TO A FLOODING EASEMENT IN FAVOR OF BROWN COUNTY WATER IMPROVEMENT DISTRICT NUMBER 1.

Only camping shall be permitted on all lots hereunder and shall be limited to use of pickup campers, camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes and other camping shelters, which shall be of good appearance and in good repair, and if not built by a commercial manufacturer, be of design, appearance and quality comparable to those built by commercial manufacturers, and subject to the approval of the Architectural Control Committee.

Tents and similar types of temporary camping equipment may not be left on a lot unattended for more than 24 consecutive hours. Lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.

8. Easements are reserved along and within five (5) feet of the rear lines, front lines, and side lines of all lots in this Subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut and/or trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines; with right of ingress to and egress from across said premises to employees of said utilities.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easements as long as such lines do not hinder the construction of buildings on any lots in this Subdivision.

9. No outside toilet or privy shall be erected or maintained on any lot hereunder. NO SEWAGE NOR EFFLUENT SHALL BE DISPOSED OF UPON, IN, NOR UNDER ANY LOT HEREUNDER. ALL LOTS ARE TO BE USED FOR SELF-CONTAINING UNITS ONLY. Not more than one property owner may be served by a single water connection, meeting the aforesaid requirements.

10. Subject to the provisions of the last sentence of this paragraph as to each lot in this Subdivision, (defined for purpose of this

paragraph 10 only as Tamarack Mountain Section I and Tamarack Mountain Section II Subdivisions) an assessment is hereby made of (i) \$3.00 per month per lot the owner of which owns only one lot in said Subdivision, and (ii) a pro rata amount per month per lot in said Subdivision in respect to lots of which two or more are owned by the same person but not to exceed \$3.00 per month as to the total of all lots by one owner in said Subdivision; the word "owner" as used in this sentence, shall include also the purchaser under a sales contract with the undersigned of a lot in Tamarack Mountain Subdivision. Such assessments may be used for the enforcement of these subdivision restrictions and for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements in Tamarack Mountain Subdivision, and for security guards at Tamarack Mountain Subdivision, and for any other uses approved by the Board of Directors of Tamarack Mountain Owners Association, it being understood that said swimming pools, parks, and recreational areas are for the sole use and benefit of the members of said Association, their families and authorized guests. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as sellers to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Tamarack Mountain Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30th of each year commencing in 1982, at which date in the year 1982 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until June 30th of each year. Said assessment liens shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessment under this paragraph against such lot shall thereupon be automatically cancelled.

11. Any building, structure, or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. No lot which is under a contract of sale then in force, with the undersigned being the seller hereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without prior written consent of the undersigned, its successors and assigns.

13. No hunting or discharging of firearms shall be permitted on any lot or in any part of the Subdivision.



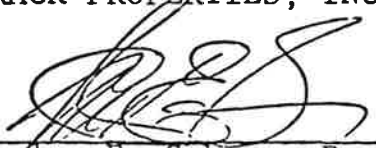
14. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Tamarack Mountain Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

15. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 8th day of January, 1981.

TAMARACK PROPERTIES, INCORPORATED

BY

  
Charles E. Schram, President

ATTEST:


  
Assistant Secretary

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared CHARLES E. SCHRAM, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of TAMARACK PROPERTIES, INCORPORATED, who acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed respectively of TAMARACK PROPERTIES, INCORPORATED, a corporation organized and existing under the laws of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January, 1981.

  
Marie E. Thacker, Notary Public in  
and for Dallas County, Texas.

My Commission Expires:  
April 30, 1981

FILED FOR RECORD on the 9 day of Jan A.D., 1981, at 11:45 o'clock a M.  
ly recorded this 12 day of Jan A.D., 1981, at 9:30 o'clock a M.  
STRUMENT # 201

NITA BAILEY, County Clerk  
Brown County, Texas

By: 