

LOT SALES CONTRACT
THE CEDAR HILLS LAKES SUBDIVISION
- McCurtain County, Oklahoma -

The undersigned purchaser, _____, a _____ (“**Purchaser**”), agrees to purchase and the undersigned seller, **BB HORIZONTAL DEVELOPMENT, LLC**, a Texas limited liability company (“**Seller**”), agrees to sell the following described real property (individually a “**Lot**” and collectively the “**Lots**” or the “**Property**”) situated in McCurtain County, Oklahoma (“**County**”), on the terms and conditions stated below:

Lot(s) _____ according to the Cedar Hills Lakes Subdivision Plat attached hereto as **Exhibit A** and made a part hereof and recorded in the Office of the County Clerk of McCurtain County, Oklahoma (the “**Recording Office**”) on November 27, 2023 as Instrument No. I-2001-621480 (the “**Final Plat**”).

Purchaser acknowledges and agrees that the Final Plat and that the actual configuration of the Lots, as well as lot lines and dimensions of the Lots, are subject to change in order to accommodate any construction or development conditions encountered by Seller in developing the real property and to otherwise comply with any requirements of any applicable utility companies or governmental agencies having jurisdiction over the Lot(s) and the other real property shown on the Final Plat.

The Lots shall be conveyed to the Purchaser subject to the following (collectively, the “**Permitted Exceptions**”): real estate ad valorem taxes and assessments for the current year and all subsequent years thereafter, all mineral and mining rights not owned by Seller, all zoning ordinances and restrictions, all easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including without limitation, specifically (i) the encumbrances of title and reservations of Grantor referenced in that certain Special Warranty Deed recorded in the Recording Office on June 13, 2023 as Instrument No. I-2001-617495, and (ii) the Amended and Restated Declaration of Covenants, Conditions and Restrictions to the Cedar Hills Cains North Subdivision, a copy of which is attached hereto as **Exhibit B**, to be recorded in substantially the same form in the Recording Office (which, together with all amendments thereto is hereinafter referred to as the “**CCRs**”).

1. PURCHASE PRICE: The purchase price for the Lot(s) (“**Purchase Price**”) shall be as follows:

<u>LOT (S)#</u>	<u>PURCHASE PRICE AMOUNT</u>	<u>EARNEST MONEY AMOUNT</u>	<u>INDEPENDENT CONSIDERATION AMOUNT</u>
		\$_____ (i.e. 10% of Price)	\$100

All funds shall be payable in cash at Closing by cashier's check or wire transfer.

2. EARNEST MONEY AND DEFAULT: New Century Abstract, 1100 SE Washington Street, Idabel, OK 74745 (the “**Title Company**”) shall act as escrow agent and shall hold the Earnest Money (defined below) in trust pending the fulfillment of this Contract at Closing.

Within three (3) business days after the Effective Date, Purchaser shall deposit the Earnest Money Amount identified in Paragraph 1. above (the "Earnest Money") with the Title Company. Seller and Purchaser hereby acknowledge that One Hundred and No/100 Dollars (\$100.00) of the Earnst Money (the "Independent Consideration Amount") is independent consideration for this Agreement. The Independent Consideration Amount is not refundable to Purchaser and, upon the sooner of Closing or upon any termination of this Agreement, the Title Company must disburse the Independent Consideration Amount to Seller. In the event Purchaser fails to carry out and perform the terms of this Contract (other than as a result of any default hereunder by Seller or the failure of any conditions precedent, if any, set forth in this Contract), then the Earnest Money shall be forfeited and paid to Seller as liquidated damages, this Contract shall be canceled, and neither party shall have any further obligations hereunder. In the event Seller fails to carry out and perform Seller's obligations under this Contract (other than as a result of any default hereunder by Purchaser or the failure of any conditions precedent, if any, set forth in this Contract), then Purchaser may either (a) seek specific performance of this Contract or (b) terminate this Contract and obtain a refund of the Earnest Money, less the Independent Consideration Amount, in which event neither party shall have any further obligations hereunder. Purchaser hereby waives any right to seek or obtain any monetary judgment or damages from Seller as a result of any default hereunder by Seller. To the extent Purchaser is entitled to a refund of the Earnest Money, less the Independent Consideration Amount, pursuant to any of the terms and provisions of this Contract, then, upon request, Purchaser shall execute and deliver to Seller a release in form reasonably acceptable to Seller at the same time as such funds are refunded to Purchaser.

3. CLOSING AND CONVEYANCE: The purchase and sale transaction contemplated by this Contract shall be made remotely, if feasible, or via mail or otherwise at the Title Company or such location as shall be mutually agreed to by the parties hereto on the day that is ten (10) days following the expiration of the Due Diligence Period; provided, however, that if such date falls on a weekend or holiday, the Closing shall be on the next business day (the "**Closing**" or where applicable the "**Closing Date**").

(a) Seller agrees to convey the Lot(s) to Purchaser free from all encumbrances except the Permitted Exceptions (defined below).

(b) At Closing, Purchaser shall execute (to the extent required) and deliver or cause to be delivered and/or notarized, where applicable, to Seller or the Title Company, as appropriate:

(i) The Purchase Price, to be paid in accordance herewith;

(ii) The Settlement Statement; and

(iii) Such documents relating to Purchaser as the Title Company shall reasonably require in connection with the Closing of the transactions contemplated hereby.

(c) At Closing, Seller shall execute (to the extent required) and deliver or cause to be delivered and/or notarized, where applicable, to Purchaser or the Title Company, as appropriate:

- (i) A special warranty deed in a form reasonably acceptable to Purchaser and Seller conveying all of Seller's right, title and interest in and to the applicable Lot(s) being purchase subject only to the Permitted Exceptions;
- (ii) An affidavit of Seller stating that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (iii) A settlement statement (the "Settlement Statement") to be prepared by the Title Company setting forth the applicable Purchase Price and all adjustments, prorations and credits required under this Agreement with the final determination of all amounts due to Seller or Purchaser as well as the payees, amounts and wire instructions for all settlement expenses and the net purchase price due to Seller; and
- (iv) Such documents relating to Seller as the Title Company shall reasonably require in connection with the Closing of the transactions contemplated hereby.

4. CLOSING COSTS: Each party shall bear its own attorneys' fees and expenses in connection with the transactions contemplated hereby. Except for the expense associated with the base premium for title insurance to be provided and paid for pursuant to Paragraph 5 below, Purchaser shall pay all other closing costs. Seller and Purchaser agree to execute such other documents as may be reasonably required to consummate the closing contemplated by this Contract.

5. TITLE INSURANCE: On or prior to the Closing Date, Seller agrees to furnish to Purchaser a standard form owner's title insurance commitment for the issuance of an owner's title insurance policy, issued by a company selected by Seller and qualified to insure titles in Oklahoma, in the amount of the applicable Lot Purchase Price.

6. PRORATIONS: Ad valorem property taxes, as determined on the Closing Date, shall be prorated between Seller and Purchaser as of the Closing Date. All ad valorem taxes, are assumed to be paid in arrears for purposes of proration. Purchaser shall be responsible for all the payment of all real estate ad valorem taxes and assessments when due.

7. RESTRICTIONS AND ASSESSMENTS: Purchaser acknowledges and agrees that the Lot(s) are subject to the CCRs and may be subject to assessments thereunder.

8. INSPECTION OF LOTS: During the Due Diligence Period (defined below), Purchaser may enter upon the Lot(s) to perform feasibility studies; provided, however, that Purchaser shall not conduct any invasive environmental tests without first obtaining Seller's prior written approval of Purchaser's specific plans for such tests, which approval may be withheld in Seller's discretion. Purchaser shall deliver to Seller, promptly after receipt thereof, copies of all engineering reports, environmental reports, soil tests and other studies, tests and reports obtained by Purchaser with respect to the physical condition of the Lot(s). Purchaser shall use its commercially reasonable efforts to minimize damage to the Lot(s) caused by, through or under Purchaser and, if Closing does not occur, must promptly repair any damage to the Lot(s) resulting from Purchaser's or its

agents' inspections, tests and entry onto the Lot(s) and restore the Lot(s) to substantially the same condition that existed prior to entry by Purchaser and/or its agents. **Purchaser hereby releases, discharges and acquits Seller from and hereby waives any and all claims, demands, and causes of action which Purchaser may have against Seller on account of any damages, loss, property damage, personal injury, death or any other losses whatsoever arising out of or resulting from Purchaser accessing, inspecting and/or working on the Property pursuant to this Paragraph 8. IN ADDITION, PURCHASER SHALL INDEMNIFY AND DEFEND SELLER, SELLER'S AFFILIATES, AND THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES (COLLECTIVELY, "INDEMNITEES"), AND HOLD SUCH INDEMNITEES HARMLESS AGAINST, ALL COSTS, DAMAGES, LIENS, CLAIMS, AND LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO PURCHASER'S OR ITS AGENTS' INSPECTIONS, TESTS OR ENTRY ONTO THE PROPERTY, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH, EVEN IF SUCH COSTS, DAMAGES, LIABILITY, LIENS, OR CLAIMS ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE.**

Before any contractor or agent of Purchaser may enter onto the Property to perform inspections or tests or otherwise, Purchaser shall provide Seller with a certificate of insurance and appropriate endorsements evidencing that each of Purchaser's contractors or agents who enter upon the Property carries general liability insurance (on an occurrence basis) with a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence during the period that these parties are on the Property. At Closing, if requested by Seller, Purchaser shall execute an acknowledgment, in a form reasonably acceptable to Seller, acknowledging that Purchaser either (i) physically inspected the Lot(s), or (ii) had an opportunity to physically inspect the Lot(s) and elected not to conduct such inspections.

9. CONDITION OF LOTS: PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY COVENANTS, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PHYSICAL CONDITION OF THE LOT(S) OR ANY PORTION THEREOF, THE SUITABILITY OR FITNESS OF THE LOT(S) FOR ANY INTENDED OR SPECIFIC USE, ANY MATTERS THAT WOULD BE DISCLOSED BY A CURRENT AND ACCURATE SURVEY OF THE LOT(S) OR WHETHER ANY UNDERGROUND STORAGE TANKS OR ANY HAZARDOUS OR TOXIC WASTE, SUBSTANCES OR MATERIALS (INCLUDING, BUT NOT LIMITED TO, ASBESTOS, RADON GAS, FORMALDEHYDE AND POLYCHLORINATED BIPHENYLS), ARE PRESENT OR AT ANY TIME PRIOR TO THE DATE HEREOF OR THE CLOSING DATE HAVE BEEN LOCATED IN, ON, UNDER, UPON OR ADJACENT TO THE LOT(S). PURCHASER HAS ASSUMED FULL RESPONSIBILITY FOR THE INVESTIGATION AND DETERMINATION OF THE SUITABILITY OF THE SURFACE AND SUBSURFACE CONDITIONS OF THE LOT(S) AND THE LOT(S) ARE SOLD SUBJECT TO (AND PURCHASER DOES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE AND FOREVER DISCHARGE SELLER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, SUBSIDIARIES AND MORTGAGEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, POTENTIAL CLAIMS, DEMANDS, AGREEMENTS, SUITS, OBLIGATIONS, DAMAGES, COSTS, EXPENSES, LOSSES AND LIABILITIES

OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, ARISING OUT OF OR AS A RESULT OF) ANY PAST, PRESENT OR FUTURE SOIL, SURFACE AND SUBSURFACE CONDITIONS (INCLUDING, WITHOUT LIMITATION, SINKHOLES, UNDERGROUND MINES, TUNNELS, WATER CHANNELS AND LIMESTONE FORMATIONS AND DEPOSITS), UNDER OR UPON THE LOT(S) OR ANY OTHER REAL PROPERTY SURROUNDING, ADJACENT TO OR CLOSE PROXIMITY WITH THE LOT(S) OWNED BY SELLER OR ANY AFFILIATES OR SUBSIDIARIES OF SELLER OR OTHERWISE.

10. DEVELOPMENT OF LOTS:

(a) Purchaser acknowledges that it is purchasing platted lots which shall meet the specifications noted as the Seller obligations under Paragraph 11 below. Purchaser agrees to construct a single-family residence on the Lot(s) in accordance with the terms and provisions of this Contract and all of the terms and provisions of the CCRS, as may be amended from time to time. Purchaser shall be solely responsible for the payment of all fees and costs in connection with the construction of a single family residence on the Lot(s), including, but not limited to, obtaining and paying for all permits, engineering and survey work, site plan approvals, architectural services, landscaping and all reservation, installation, hook-up, impact, tap and usage charges for utilities (including but not limited to, water, sanitary sewer, telephone, gas, electrical and cable television services).

(b) Purchaser acknowledges and agrees that, except for the obligations of Seller under Paragraph 11 below, Seller has no obligations to make any improvements of any nature to the Lot(s) and that Purchaser shall, at Purchaser's sole cost and expense, be solely responsible for making all Improvements to the Lots, including, but not limited to, undertaking all of the following: (i) Purchaser shall be solely responsible for the obligation to construct, and install water and sanitary sewer and all other utility extensions from the point of pick-up along the boundaries of the Lot to single family residence to be constructed on each of the Lot(s); and (ii) Purchaser shall pay any fees or costs assumed by Purchaser pursuant to Paragraph 10(a) above.

11. ROADS AND UTILITIES: Seller represents and warrants that the Lot(s) will be developed by Seller in accordance with the Final Plat, at Seller's expense, with access provided via a public street or roadway which will abut the Lot(s), which roadway will be constructed in material compliance with the minimum requirements of the County and be substantially completed by the Closing Date. Provided that such utilities have not been installed prior to Closing, Seller represents and warrants that it will use its commercially reasonable efforts to ensure that water, sanitary sewer, gas and electrical lines are, or will be, installed and stubbed to either (i) the edge of the roadway within the Lot(s), or (ii) or the edge of the roadway in the Lot adjacent to and across the roadway from the Lot(s) following the Closing Date. Purchaser acknowledges and agrees that (a) Seller does not represent or warrant that utility companies or utility providers will provide utility services to the Lot(s) in the future and it shall be the sole responsibility of Purchaser to ascertain that such services are available and will be provided to the Lot(s), and (b) Purchaser, at Purchaser's sole cost and expense, shall be solely responsible for (i) contacting and contracting, as necessary, with all applicable utility providers to provide utility services required by Purchaser for any single family residence constructed on the Lot(s), and (ii) constructing, installing, operating and maintaining all necessary lines, pipes, wiring, conduit, grinder pumps, equipment

and all other apparatus and appurtenances necessary to connect any single family residence or other Improvements located on the Lot(s) to all utility lines, pipes, conduit, wiring or other apparatus situated adjacent to the boundary lines of the Lot(s). Purchaser acknowledges and agrees that Purchaser shall not alter or damage any roadway or the lateral support thereto in connection with securing such utility connections. In no event shall Purchaser open trench or open cut any roadway in connection with securing such utility connections and that all such connections to be made by accessing an adjacent Lot must be bored under the roadway.

12. DAMAGE OR DESTRUCTION TO IMPROVEMENTS: If any improvements to the Cedar Hills Lakes development, including, without limitation, all roads, utilities, curbs, gutters, lakes, ponds, pumps, dams, or signage are damaged or destroyed by Purchaser or by agents of Purchaser prior to the Closing Date, Purchaser shall be liable for such damage or destruction and must, within fifteen (15) days after it occurs (or as soon as reasonably possible), repair the damage in a good and workmanlike manner and restore any damaged improvement or facility to its existing state before the damage or destruction occurred. In circumstances where the Seller determines that a shorter response period is appropriate, the fifteen (15) day period may be shortened. If Purchaser does not repair the damage as described above, then the Seller may repair the damage and be entitled to a refund from Purchaser of all expenses incurred. The Seller may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity to enforce the provisions of this Paragraph.

13. STORM WATER DRAINAGE AND EROSION CONTROL: Purchaser shall be solely responsible for constructing, installing and maintaining adequate and reasonable soil erosion measures and drainage facilities to accommodate all storm water runoff from or coming onto any portions of any of the Lots or resulting from any Residential Units or Improvements being constructed on any of the Lots. Purchaser, following inspection, shall accept each Lot in its "AS IS" condition at Closing and acknowledges and agrees that Seller upon Closing shall not have any further obligations of any nature with respect to storm water drainage or runoff onto or from any Lot. Purchaser covenants and agrees that each Lot and all Improvements thereto will at all times be in strict compliance with (i) all soil erosion protection requirements of all applicable governmental authorities, and (ii) all storm water drainage and runoff requirements and regulations of, and any permits obtained by Seller from, all applicable governmental authorities. Purchaser accepts the existing storm water drainage improvements and facilities, if any, on each Lot and acknowledges and agrees that upon Closing Seller does not have and shall not have any further obligation or liability of any nature to construct additional storm water drainage improvements on any Lot. Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, shareholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any storm water or drainage matters affecting any of the Lots. To the extent the Closing hereunder occurs, then, from and after the Closing, Purchaser shall and does indemnify, defend and agree to hold Seller and its respective agents, employees, officers, directors, shareholders, members, managers and representatives, harmless from and against any and all damages, demands, claims, costs and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) resulting from or arising out of Purchaser's failure to fully and faithfully perform its obligations under this Paragraph.

14. CONFIDENTIALITY. Except as required by law or by order of any court or governmental agency or authority, the parties and their representatives shall not disclose or deliver to any person, other than a Permitted Person (as defined below) without prior written consent of the other party (i) any of the terms (including without limitation the Purchase Price), conditions or other facts with respect to this Contract or the transaction contemplated, and (ii) if for any reason the transaction(s) contemplated by this Contract fails to close, any information or written materials disclosing the reason or reasons surrounding the failure to close. Notwithstanding anything contained herein to the contrary, the parties shall be entitled to issue information reasonably necessary to apply for any permits or City approvals required to make Improvements to the Lots. For purposes of this Contract, the term "Permitted Person" shall mean (i) employees of either party, (ii) persons retained by either party to conduct tests, studies or investigations of the Property and (iii) either party's lenders, attorneys, advisors, consultants and/or agents retained in connection with the proposed purchase and sale of the Property.

15. DUE DILIGENCE PERIOD. If at any point from and after the Effective Date until the date that is twenty (20) days after the Effective Date (the "**Due Diligence Period**"), Purchaser desires not to purchase the Property for any reason or no reason whatsoever, Purchaser shall have the right to terminate this Contract upon written notice to Seller not later than 11:59 pm Central on the final day of the Due Diligence Period in which case the Earnest Money Amount, less the Independent Consideration Amount, shall be returned to Purchaser and there shall be no further liability of the parties hereunder. Failure to notify Seller prior to the expiration of the Due Diligence Period shall act as Purchaser's election to waive this contingency.

16. BROKERS. Except for the brokers identified below in this Paragraph 16, Purchaser and Seller mutually represent to each other that no brokers, agents or finders brought about this Agreement or the conveyance of the Property to Purchaser pursuant hereto Purchaser and Seller each agree to indemnify and hold the other harmless from and against any liability arising from a breach of the above representation.

Seller's Broker (if applicable):

Purchaser's Broker (if applicable):

17. NOTICES. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by UPS or another nationally recognized overnight courier, (iii) hand delivered, or (iv) sent by e-mail or facsimile transmission. All notices shall be deemed to have been given 48 hours following deposit in the United States Postal Service, or upon delivery (or refusal thereof) if sent by overnight courier service, facsimile, e-mail, courier or hand delivery. All notices shall be addressed to the following address or at such other address as may hereafter be substituted by notice in writing thereof.

If to Purchaser: _____

Email: _____

If to Seller: BB Horizontal Development, LLC
Attn: Matt Terrell
2102 E. State Hwy. 114, Suite 207
Southlake, Texas 76092
Email: matt.terrell@phelps.com

18. MISCELLANEOUS.

(a) This Contract contains the entire agreement between Seller and Purchaser and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. This Contract may be amended only by a writing signed by both parties.

(b) This Contract may not be assigned by either party without the prior written consent of the other party, provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser provided such assignee party consents to such assignment in writing in a form reasonably acceptable to Seller.

(c) This Contract may be signed in one or more counterparts (including via pdf and/or DocuSign) (or with counterpart signature pages) which, taken together, shall constitute a fully executed agreement and shall be considered a single document. Any signature delivered by a party by pdf, 'DocuSign', facsimile or electronic transmission shall be deemed to be an original signature to this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

(d) Purchaser and Seller agree to cooperate with each other and to take such further actions as may be requested by the other in order to facilitate the timely purchase and sale of the Property and Purchaser's development of the Property following Closing.

(e) If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.

(f) The parties agree to keep confidential the economic terms of this Contract, including, without limitation, the Purchase Price, except as required by a court of law or equity or as may be required by Securities and Exchange Commission Rule or as reasonably required to consummate the transaction contemplated hereby; however each of Purchaser and Seller may disclose such information to its respective affiliates and subsidiaries, permitted assignees and its and their employees, officers, partners directors, lenders, lead bankers, debt and/or equity providers, contractors, advisors, agents, consultants, accountants and/or attorneys.

(g) This Contract has been drafted by counsel for both Seller and Purchaser. Accordingly, any ambiguities contained herein shall not be interpreted in favor of or against any party.

(h) If any term or provision of this Contract or application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

(i) **ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL SURVIVE THE CLOSING.**

(j) The “**Effective Date**” of this Contract shall be (i) the date identified on the signature page hereto confirming the date of Purchaser’s and Seller’s execution hereof, or (ii) if said dates are not the same, the latter of the two dates identified on the signature page hereto confirming Purchaser’s or Seller’s execution hereof.

[SIGNATURE PAGE FOLLOWS]

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING THIS CONTRACT. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT EACH HAS HAD THE RIGHT TO BE REPRESENTED AT ALL TIMES IN CONNECTION WITH THIS CONTRACT BY AN ATTORNEY OF ITS CHOOSING, AT ITS SOLE COST AND EXPENSE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year identified below.

PURCHASER:

_____,
a _____

By: _____

Name: _____

Title: _____

Date of Execution: _____

SELLER:

BB HORIZONTAL DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date of Execution: _____

JOINDER BY TITLE COMPANY AS ESCROW AGENT

New Century Abstract, the Title Company and Escrow Agent named in the foregoing Contract, hereby joins in such Agreement to evidence its agreement to hold the Earnest Money, and otherwise to perform its obligations as escrow agent, all as provided for in the Contract.

TITLE COMPANY:

New Century Abstract

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A
FINAL PLAT – CEDAR HILLS LAKES

See attached.

EXHIBIT B
AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS

See attached.

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS TO
THE CEDAR HILLS LAKES DEVELOPMENT
(F/K/A CEDAR HILLS CABINS NORTH SUBDIVISION)**

Basic Information

Date: November 27, 2023

Declarant: BB Horizontal Development, LLC, a Texas limited liability company

Declarant's Address:

BB Horizontal Development, LLC
502 N. Carroll Ave., Suite 100
Southlake, Texas 76092

Property: Lots 1 – 111 of the Cedar Hills Lakes development being more particularly described on EXHIBIT "A" attached hereto and incorporated herein by reference.

Recitals

WHEREAS, Declarant established those certain Covenants, Conditions and Restrictions dated June 20, 2023 and recorded as Instrument No. I-2001-617609 in the Official Property Records of McCurtain County, Oklahoma regarding the Subdivision (the "Original CCR's") at Book 1175, Page 322; and

WHEREAS, Declarant desires to amend and restate the Original CCR's as reflected herein (hereinafter, this "Declaration") and this Declaration shall supersede and replace the Original CCR's.

Definitions

"Common Areas" means all areas (including the improvements thereon) within the Property that are not owned by an Owner or are to be owned by the Association, if applicable, for the common use and enjoyment of all Owners, including, without limitation, the roadways within the Property.

"Declarant" means BB Horizontal Development, LLC, a Texas limited liability company, and any successor and assign that acquires all Lots owned by Declarant for the purpose of development and is named as successor declarant hereunder in a recorded document.

"Development Period" means the period commencing on the date of this Declaration and expiring on the earlier to occur of (i) the date upon which Declarant no longer owns any real property within the Property, or (ii) the date upon which Declarant executes and records a document in the real property records of McCurtain County, Oklahoma stating that the

Development Period has terminated, which termination may be effected during the period in which Declarant still owns real property within the Property.

“Easements” means easements within the Property for utilities, drainage and other purposes as shown on the Plat of record as well as those easements for utilities, drainage, Entry Signs, and other purposes entered into by Declarant subsequent to the filing of the Plat which are (i) in furtherance of the development of the Property, or (ii) required to comply with the rules and/or regulations of any utility company or governmental agency having jurisdiction over the Property or any portion thereof.

“Entry Signs” means the entry feature, monument signs and other structure for the Subdivision that are now or hereafter placed by Declarant or its agents (or, if applicable, the Association) on any portion of the Property.

“High Water Level” means the highest elevation level of water which a given Lake or Pond will hold prior to such water flowing over the dam or spillway of such Lake or Pond.

“Lake” or “Pond” means the area(s) identified on the Plat as being designated for a lake or a pond, specifically those areas designated on the Plat as Bear Lake, Eagle Lake, Twin Lakes, and Hidden Pond.

“Lake Lot” and “Pond Lot” means a Lot that includes all or any portion of a Lake or Pond within its boundaries as shown on the Plat.

“Lot” means each tract of land within the Property identified as a lot on the Plat. This definition is interchangeable with the term “Tract” as defined below.

“Owner” means every record owner of a fee interest in a Tract.

“Permitted Watercraft” means a human or electric powered watercraft limited to the following: canoe, kayak, paddleboard, flat bottom boat, and float tube with each not to exceed 16 feet in length and having no combustion engine. Permitted Watercraft shall be allowed to have an electric trolling motor.

“Plat” means the Plat of the Cedar Hills Lakes development recorded in the real property records of McCurtain County, Oklahoma, as may be amended from time to time.

“Residence” means any detached building designed for and used as a permanent residence, a vacation home, or a vacation style temporary rental property lodge or cabin and constructed on one or more Tracts.

“Restrictions” means the covenants, conditions and restrictions contained in this Declaration.

“Single Family” means a group of individuals related by blood, adoption or marriage or a number of unrelated roommates not exceeding three times the number of bedrooms in the

applicable Residence.

“Structure” means any improvement on a Tract (other than a Residence), including a fence, walls, tennis court, swimming pool, outbuilding playground equipment, fire pits/fireplaces, grills or recreational equipment, and, with respect to a Lake Lot or Pond Lot only, a dock extending over the water.

“Subdivision” means the Property covered by the Plat and this Declaration and any additional property made subject to this Declaration.

“Tract” means each tract of land within the Property identified as a lot on the Plat.

“Vehicle” means any automobile, truck, motorcycle, gas-powered boat, trailer, recreational vehicle or other wheeled conveyance, whether self-propelled or towed.

Clauses and Restrictions

A. Imposition of Restrictions

1. Declarant imposes the Restrictions on the Subdivision. All Owners and other occupants of a Tract, by the applicable Owner’s acceptance of its vesting deed, lease or other occupancy agreements relating to such Tract, agree that each Tract, as well as later added tracts, within the Subdivision is subject to this Declaration and the Restrictions set forth herein.
2. This Declaration is necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. This Declaration and the Restrictions set forth herein shall run with the land and bind all Owners, occupants and any other persons holding an interest in a Tract.
3. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply shall subject the Owner of such Tract to a fine, damages or injunctive relief, including the recovery of attorneys’ fees and litigation expenses of every type incurred by any person or entity in enforcing the terms of this Declaration, so long as such person or entity is entitled or otherwise authorized to enforce the terms of this Declaration. In addition to the Declarant and the Association, if formed, each Owner of a Tract is hereby authorized to enforce the terms of this Declaration against any other Owner of a Tract.

B. Plat and Easements

1. The Plat, including, without limitation, the Easements and all matters shown of record as affecting the Property, are part of this Declaration and are incorporated by reference.
2. An Owner may use that portion of its Tract lying within an Easement, excluding

Utility Easements, for any purpose that does not interfere with the purpose of the Easement or damage any facilities relating to such Easement. Owners do not own and shall not disturb any utility facilities located in an Easement. Furthermore, Owner shall not interfere with or otherwise obstruct the flow of drainage channels within any Easement. An Owner and the Owner's invited guests may temporarily park passenger vehicles along a public road in front of the Owner's Tract, provided such parking does not prevent the ability for vehicles to travel along the public road. However, no overnight parking of a passenger vehicle shall be allowed in any public road.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or any Structure placed within the boundaries of an Easement.

C. Use and Activities

1. Permitted Use. A Tract may be developed for Single Family Residence purposes only; provided, however, that an Owner may develop its Tract as a short-term and/or long-term rental property for lodging purposes. Prior to the expiration of the Development Period, all Structures and Residences must be approved by Declarant or its designated representative. From and after the expiration of the Development Period, all Structures and Residences must conform to the requirements in this Declaration and, upon the formation of an Association, be approved by the Association .
2. Prohibited Activities. The following activities are strictly prohibited on any portion of the Property:
 - a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity;
 - d. any dumping of rubbish, chemicals or sewage;
 - e. any storage of-
 - i. building and/or construction materials including equipment, except during the construction or renovation of a Residence or other Structure;
 - ii. vehicles, operable or inoperable automobiles on a driveway or anywhere on tract (this provision is not intended to prevent the normal, daily parking of passenger vehicles on an Owner's Tract by the Owner or the Owner's tenants during times of occupancy of the Residence);
 - iii. unsightly objects unless completely shielded by a Structure; and
 - iv. boats, jet skis, ATVs, golf carts or any trailers unless stored within a fully enclosed Structure.

- f. any exploration for or extraction of minerals;
- g. any operation of a business, commercial activity, or professional activity, except that minimal commercial or professional activity which occurs entirely inside an approved Structure or Residence is acceptable provided that it is limited so as to not include the following (operation as a short term rental property is not considered “operation of a business, commercial activity, or professional activity” under this paragraph):
 - i. any illegal activity;
 - ii. any storage of large equipment, hazardous chemicals or fleet vehicles;
 - iii. any manufacturing, auto repair, welding or any other business which requires on site repair or production;
 - iv. any commercial signage or advertising on any buildings; with the exception of approved property management companies for the purpose of identifying Residences for rental purposes.
 - v. any transactions which require nor allow customers to come to Property;
 - vi. any regular commercial deliveries, except that commercial deliveries shall be allowed to the extent they are limited to UPS (or equivalent) size cargo vans or smaller and are further limited in frequency to no more than twice per day; and
 - vii. any buying, selling, trading, training or storage of domestic (including dogs and cats), exotic or livestock animals.
- h. any keeping or raising of exotic animals, livestock or poultry.
 - i. any pets being permitted to run at large or to roam the Property without being on a leash.
- j. the display of any signage except-
 - i. one not more than five square feet in size, advertising a Tract for sale or lease, including signs for the purpose of identifying Residences for rental purposes; and
 - ii. political signage which may not be prohibited by law.
- k. installing a mobile home, manufactured home, manufactured housing, motor home or house trailer on a Tract;

- l. moving a previously constructed house onto a Tract;
- m. interfering with a drainage pattern or the natural flow of surface water unless same conforms to Oklahoma and Federal law and does not alter the natural flow of surface water across adjacent Tracts;
- n. hunting and shooting firearms;
- o. building or occupying a Residence or Structure that does not comply with the construction standards provided herein or that does not comply with any governing law, rule, or ordinance; and
- p. ATV use except as used for ingress and egress along the public roads to an individual Tract in the same manner as standard passenger vehicles.

D. Construction and Maintenance Standards

1. Tracts

- a. Subdivision Prohibited. No Tract may be further subdivided.
- b. Easements. No easement in a Lot may be granted unless approved by the Declarant or by the Association, should same be formed in the future.
- c. Maintenance. Each Owner must keep the Tract, all landscaping, the Residence, and all Structures situated thereon in a neat, well-maintained, and attractive condition.
- d. Tree Preservation. Removal of trees is prohibited except in areas for the building pad for Residences, Structures and driveways and to remove dead or unsafe trees.
- e. Garbage Cans/Receptacles. Prior to occupancy of any Residence, each Owner must ensure that the Residence is served through County Trash Services in Broken Bow, Oklahoma. Each Residence shall provide a 4'x 4' concrete pad for the mailbox and location for pulley cart trash receptacles that are provided by County Trash Services as part of the service agreement for each Residence.
- f. Public Roads. The Owner of each Tract shall be responsible for that Owner's proportionate share of the cost to maintain the public roads, as shown on the Plat, in good condition. An Owner's proportionate share of such costs shall be determined by taking the number of Tracts owned by the Owner and dividing that number by 111 (i.e., the total number of Tracts within the Property). Should an Owner fail to pay their proportionate share of the cost to maintain the public roads (herein a "Delinquent Owner"), then any other Owner or group of Owners of Tracts may pay the amount owed by the Delinquent Owner and

then sue the Delinquent Owner to recover the amount paid on the Delinquent Owner's behalf. In addition to any relief which might be available under applicable law, the Owner(s) seeking to recover from the Delinquent Owner is/are entitled to bring suit and recover under Paragraph A.3. above.

2. Residences and Structures

- a. Maximum Height. The maximum height of a Residence shall not exceed two stories unless approved to exceed two stories by Declarant, Declarant's designated representative or committee, or the Association, should an Association be formed.
- b. Required Square Footage. Excluding Lake Lots, the total area of a Residence, including porches, built on any Tract must be at least 1,400 square feet under roof and contain a minimum of 1,000 square feet of air conditioned space. A Residence built on a Lake Lot must be a minimum of 1,800 square feet under roof, including porches, and contain a minimum of 1,300 square feet of air-conditioned space. Only one Residence is permitted per Tract.
- c. Location on Tract. No Residence or Structure may be located in violation of the setback lines shown on the Plat, and each Residence or Structure must be located at least 25 feet from each Lot boundary. Each Residence must face the front of the applicable Tract line. All Structures must be located behind the front wall of the Residence. Driveways must allow for at least two cars to park in the driveway and parking shall be set back from the edge of the public road a minimum of 30 feet. The driveway must be placed on the street facing side of the residence and shall not extend to the back of the Residence.
- d. Dock Structures. For Lake Lots on Bear Lake, Eagle Lake and Twin Lakes, dock Structures shall not (1) exceed 200 square feet in surface area; (2) have a walkable platform higher than 1.5 feet in height above the High Water Level of the Lake or Pond on which they are located; (3) have railings along the walkable surface of the dock structure which are higher than 3.5 feet above the walkable surface area of the dock Structure; (4) have roof or coverings over any portion of the dock Structure; or (5) extend into the Lake or Pond more than 20 feet from the shoreline when the water is at the High Water Level. For dock Structures on Hidden Pond, dock Structures shall not (1) exceed 100 square feet in surface area; (2) have a walkable platform higher than 1.5 feet in height above the water level as shown on the Plat; (3) have railings along the walkable surface of the dock structure which are higher than 3.5 feet above the walkable surface area of the dock Structure; (4) have roof or coverings over any portion of the dock Structure; or (5) extend into the Hidden Pond more than 10 feet from the shoreline when the water is at the level as shown on the Plat.
- e. Utilities. All Residences shall be connected to and equipped with water and electrical services. All Residences shall have septic systems that comply with

applicable law, all of which present and future rules and regulations are hereby incorporated herein by reference for all purposes. The Owner of a Lot that does not have access to water, electrical or other utilities contained within the boundary of said Lot shall have a cross-connection right to access the adjacent Lot across the roadway for the sole and limited purpose of accessing such utilities. To that end, no Owner shall alter or damage any roadway or the lateral support thereto whether in connection with securing such utility connections or otherwise. Furthermore, in no event shall any Owner open trench or open cut any roadway in connection with securing utility connections and all connections to be made to utilities stubbed to an adjacent Lot must be bored under the roadway. No overhead or above ground utility lines may be constructed or situated on the Property, including, without limitation, any overhead or above ground electrical, television, internet or other communication lines.

- f. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within 120 days and the Tract restored to a clean, orderly and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days and the Tract restored to a clean and attractive condition.
- g. Fences. No fences of any type shall be allowed, including but not limited to privacy fences, wood fences, stone fences, and chain link fences. Notwithstanding the foregoing, however, a chain link fence enclosure, not to exceed 10 feet x 20 feet in dimension, may be constructed for use as a pet run, so long as such enclosure is constructed directly behind the residence and is shielded from view by adequate landscaping bushes or shrubs.
- h. Outbuildings/Sheds. No mobile homes, trailers or RV's can be used as outbuildings on a Tract. Outbuildings/Sheds are considered Structures and will be permitted but must be constructed in a good and workmanlike manner and able to reasonably withstand storms and high winds and must match the applicable Residence in materials, design and color. Outbuildings/Sheds on Lake Lots must be set back away from the water's edge at the High Water Level by a minimum of 75 feet.
- i. Subordination to Mortgages. The breach of any of the Restrictions set forth herein, or any reversion by reason of such breach, shall not defeat, impair, or render invalid the lien of any mortgage, deed of trust, or other valid encumbrance against a Lot that is made in good faith for value.

3. Building Materials for Residences and Structures

- a. Roofs. Only metal roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color. The color and materials of the

roof for any additional Structure on a Lot must match that of the Residence situated on that Lot.

- b. Air Conditioning. Window-or wall-type air conditioners may not be used in a Residence.
- c. Tract Identification. Tract address numbers must be displayed and visible from the street.
- d. Colors for Residences and Structures. All exterior building materials and paint shall be neutral colors to blend with the surrounding environment and must be approved in advance by the Declarant or the Association, should same be formed in the future.

E. Additional Restrictions applicable to Lake Lots and Pond Lots

1. The Owners of Lake Lots and Pond Lots shall be jointly responsible for all maintenance relating to the entirety of the specific Lake or Pond covering any portion of the Owner's Lake Lot or Pond Lot as shown on the Plat. Such maintenance shall include, without limitation, (1) maintenance of the water well, if any, (2) installing and maintaining an aeration system to prevent low oxygen events in the Lake or Pond (3) drilling a water well within the Lake to maintain the Lake or Pond at its High Water Level; and cleaning the Lake or Pond to remove algae, moss, lily pads, and other vegetation to the extent such algae, moss, lily pads, or other vegetation covers more than one tenth (1/10th) of the surface area of the Lake or Pond.
2. There shall be no public access to any Lake or Pond across any Lake Lot or Pond Lot, including from any public road. In addition, the Owners of a Lake Lot or Pond Lot shall not use or otherwise access the shoreline of another Lake Lot or Pond Lot without the consent of the applicable Owner of the other Lake Lot or Pond Lot.
3. Owners of Lake Lots and Pond Lots, including their guests and invitees, shall be permitted to use and enjoy for recreational purposes the entirety of the water area of Lake or Pond located on their Lake Lot or Pond Lot. Only Permitted Watercraft shall be used in the Lake or Pond.
4. Construction of any dock shall be made of a hardy plank material and not natural wood.
5. The Owner of each Lake Lot or Pond Lot shall be responsible for that Owner's proportionate share of the cost to maintain that Owner's respective Lake or Pond, as shown on the Plat, in good condition. With respect to each Lake or Pond, an Owner's proportionate share of such costs to maintain the Lake or Pond shall be determined by taking the number of Tracts owned by the Owner on that Lake and

dividing that number by the number of tracts shown on the Plat to include that Lake or Pond. Should an Owner fail to pay their proportionate share of the cost to maintain the Lake or Pond (herein a "Delinquent Owner"), then any other Owner or group of Owners owning a Lake Lot or Pond Lot on that same Lake or Pond may pay the amount owed by the Delinquent Owner and then sue the Delinquent Owner to recover the amount paid on the Delinquent Owner's behalf. In addition to any relief which might be available under applicable law, the Owner(s) seeking to recover from the Delinquent Owner is/are entitled to bring suit and recover under Paragraph A.3. above.

F. General Provisions

1. Term. This Declaration runs with the land and is binding in perpetuity.
2. No Waiver. Failure by Declarant, the Association, if applicable, and/or an Owner to enforce this Declaration is not and shall not be deemed a waiver.
3. Entry Signs. The Owner of each Tract shall be responsible for that Owner's proportionate share of the cost to maintain the Entry Signs in good condition. An Owner's proportionate share of such costs shall be determined by taking the number of Tracts owned by the Owner and dividing that number by 111 (i.e., the total number of Tracts within the Property). Should an Owner fail to pay their proportionate share of the cost to maintain the Entry Signs (herein a "Delinquent Owner"), then any other Owner or group of Owners of Tracts may pay the amount owed by the Delinquent Owner and then sue the Delinquent Owner to recover the amount paid on the Delinquent Owner's behalf. In addition to any relief which might be available under applicable law, the Owner(s) seeking to recover from the Delinquent Owner is/are entitled to bring suit and recover under Paragraph A.3. above.
4. Corrections; Amendments. Declarant may correct typographical or grammatical errors, ambiguities or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner. Notwithstanding the foregoing, prior to the expiration of the Development Period, this Declaration may be amended by Declarant at its sole discretion and without a vote or the consent of any other party or Owner. Following the expiration of the Development Period, this Declaration may be amended at any time by the affirmative vote of 85 percent of the Owners. Following the expiration of the Development Period, any obligations or requirements under this Declaration affecting only Owners of Lake Lots and Pond Lots may be amended at any time by the affirmative vote of 85 percent of the Owners of the Lake Lots and Pond Lots.
5. Assignment. Declarant may assign, in whole or in part, its rights as Declarant hereunder by executing a document assigning such rights.
6. Severability. If a provision of this Declaration is unenforceable for any reason, to

the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. Taxes. Each Lot Owner shall bear the expense of paying any property tax or ad valorem tax applicable to such Owner's Lot as the same are assessed by taxing jurisdictions.
8. Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, annual notice, however delivered, is sufficient.
9. Annexation of Additional Property. Prior to the expiration of the Development Period, Declarant may, at its sole option, amend the definition of Property by annexing real property into this Declaration and subjecting such real property to the terms hereof. Following the expiration of the Development Period, the Association, if applicable, may annex any real property into the Association and subject such real property to the terms hereof by an affirmative vote of not less than 85% percent of the Owners. Any such annexation of real property shall be evidenced by the recording an annexation agreement that will impose this Declaration on such real property.
10. Dedication of Common Areas. Notwithstanding anything in the Declaration to the contrary, Declarant may, during the Development Period only, dedicate portions of the Common Areas within the Property to the County or the City for use as public parks, roadways or other public uses. Upon any such dedications, the Owners and/or, if applicable, the Association, may continue to be responsible for maintenance and other responsibilities with respect to such portions of the Property notwithstanding such dedication.
11. Pre-suit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the parties will mediate the dispute in good faith.
12. Association. The Owners of 85% of Tracts in the Subdivision may authorize the formation of an association of Owners (the "Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity, and (b) the names and addresses of the initial directors of such Association. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedicator Instruments").

If an Association is formed, every Owner will be a member and agrees to comply with the Dedicatory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply herewith. Membership in

the Association is appurtenant to and may not be separated from ownership of a Tract. If more than one person is an Owner of a Tract, only one vote may be cast for the Tract. The Association will have the powers of an Oklahoma unincorporated nonprofit association and a property owners association for the Subdivision under the Oklahoma Business Organizations Code, the Oklahoma Property Code and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any Common Areas. An assessment on a Tract is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on the applicable Tract, and, if applicable, the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Tract, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Tract not prohibited by the Oklahoma Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Tracts. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

BB HORIZONTAL DEVELOPMENT, LLC,
a Texas limited liability company

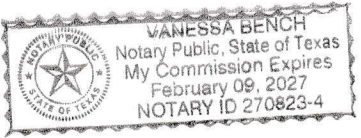
By: CEDAR HILLS CABINS NORTH DEVELOPMENT, LLC,
a Texas limited liability company,
its sole manager

By: 

John Terrell, Manager

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd day of November, 2023, by John Terrell, in his capacity as Manager of Cedar Hills Cabins North Development, LLC, a Texas limited liability company and the sole Manager of BB Horizontal Development, LLC, a Texas limited liability company, on behalf of said limited liability company.



Vanessa Bench
Notary Public, State of Texas
Printed Name: Vanessa Bench
My commission expires: 2-9-27

EXHIBIT "A"

Property Description

See attached Plat

