

PREPARED BY AND RETURN TO:  
S. ALLISTER FISHER, ESQ.  
RAYONIER INC.  
POST OFFICE BOX 728  
FERNANDINA BEACH, FLORIDA 32035

Bk Vol Pg  
00028448 OR 1267 833

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR RUSTIC STAR**

THIS DECLARATION is made this ~~21~~ day of March, 2017 by **TERRAPOINTE LLC d/b/a TerraPointe Texas Holdings LLC**, a Delaware limited liability company, whose address is 225 Water Street, Suite 1400, Jacksonville, Florida 32202 (hereinafter referred to as “the DECLARANT”).

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property situate, lying and being in Walker County, Texas and described on Exhibit A attached hereto and made a part hereof (“PROPERTY”); and

WHEREAS, it is contemplated that the PROPERTY will be a subdivision, known as “Rustic Star”, consisting of eight (8) lots, which range from approximately 18.847 to 24.217 acres in size, as generally shown on Exhibit B attached hereto and made a part hereof. Each lot shall be used for either recreational or single family residential purposes. No common areas, easements, accessways, utility, stormwater, signage or any other improvements are made a part of this subdivision or this DECLARATION; and

WHEREAS, the DECLARANT desires to provide for the preservation and enhancement of the property values and quality of environment in the PROPERTY and for the general health, safety and welfare of the owners of the PROPERTY and, to this end, desires to subject the PROPERTY to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the PROPERTY.

NOW, THEREFORE, the DECLARANT, for itself and its successors and assigns, declares that the PROPERTY is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the PROPERTY and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the PROPERTY, and their heirs, successors, and assigns.

**ARTICLE I – INCORPORATION OF RECITALS**

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

## ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

- 2.1 “COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.
- 2.2 “IMPROVEMENTS” shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.
- 2.3 “MANAGER” shall mean and refer to Raydient Inc., a Delaware corporation, and its successors and assigns; provided, however, that as long as DECLARANT owns a TRACT, DECLARANT may, upon written notice to each then OWNER, appoint a successor MANAGER.
- 2.4 “OWNER” shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or juridical person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.
- 2.5 “PROPERTY” shall mean the approximate 164.4 acres of land situate in Walker County, Texas and as is more particularly described on Exhibit A attached hereto and which has been designated and named herein as “Rustic Star”.
- 2.6 “TRACT” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on Exhibit A hereto.
- 2.7 “RESIDENTIAL USE” shall mean a use by a person (defined as natural or legal) as living quarters for one household only. For avoidance of doubt, Recreational Use does not include multi-family occupancy or institutional property.
- 2.8 “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, hunting, fishing, wildlife viewing and pasturing of livestock and horses, or similar recreational activities permissible in accordance with any applicable ordinances and land use regulations of Walker County, Texas.
- 2.9 “MOBILE HOME” shall mean manufactured homes, mobile homes, modular homes and house trailers.

### ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

### ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1 Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL or RECREATIONAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2 Mobile Homes: One (1) MOBILE HOME will be permitted on each Lot, provided each and every MOBILE HOME shall comply with the following requirements:

- a. Be a minimum of 14 feet wide with a minimum of 1,000 square feet exclusive of carports, porches and garages, and an enclosed foundation properly skirted with material compatible with the type house itself; and
- b. Be permanently installed in a neat and attractive manner with skirting completed within ninety (90) days after the Mobile Home is placed on the Lot; and
- c. Be in a state of good repair; and
- d. Be no older than ten (10) years of age when placed on any Lots.

4.3 Traditional Homes: Single family residences other than MOBILE HOMES shall have a minimum of 1,000 square feet exclusive of carports, porches and garages, and shall be completed within one (1) year of the date of issuance of the building permit by Walker County.

4.4 Temporary Structures: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than twelve (12) continuous months.

4.5 Setbacks: The minimum setback of any building, including, but not limited to, houses, barns, sheds, etc., shall be one hundred feet (100') from the front, twenty feet (20') from the rear, and twenty feet (20') from the side lines of a TRACT or in accordance with the applicable zoning regulations of Walker County, Texas should such minimum setbacks established by the County be more restrictive than those stated herein.

4.6 Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS thereon in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

4.7 Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as Exhibit C and made a part hereof for addition to existing board fencing.

4.8 Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from public view and in accordance with any applicable ordinances and land use regulations of Walker County, Texas. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.

4.9 Nuisance Prohibition: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

#### ARTICLE V - NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT or to MANAGER shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by facsimile transmission (with a required copy to be delivered by any other manner provided in this Section). The notice address of the DECLARANT and MANAGER shall be:

DECLARANT: TerraPointe LLC  
Attention: S. Allister Fisher, Esq.  
1901 Island Walkway  
Suite 100  
Fernandina Beach, FL 32034

MANAGER: Raydient Inc.  
c/o Jason Shearer  
1901 Island Walkway  
Suite 100  
Fernandina Beach, FL 32034

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**ARTICLE VI - MISCELLANEOUS PROVISIONS**

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER or MANAGER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Walker County, Texas, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS and MANAGER will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

6.2 Recovery: If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: These COVENANTS shall be in full force and effect until December 31, 2046 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Walker County, Texas. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a TRACT, reserves and shall have the sole right to (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other

instrument hereafter made any additional covenants and restrictions applicable to any TRACT which do not lower the standards of the covenants and restrictions herein contained; (c) release any TRACT from any part of the covenants and restrictions contained herein which have been violated if the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this DECLARATION without vote or consent of the OWNERS in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and (e) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION. The foregoing amendments may be made without the joinder or approval of any OWNER.

6.6.2 Amendment by OWNERS: These COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than sixty percent of the TRACTS in the PROPERTY, and recorded in the appropriate records of Walker County, Texas. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTs, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.

6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional immovable property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Walker County, Texas.

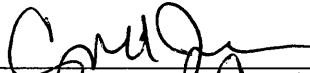
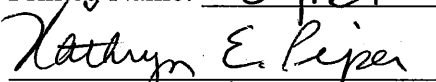
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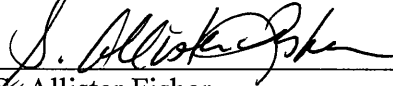
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

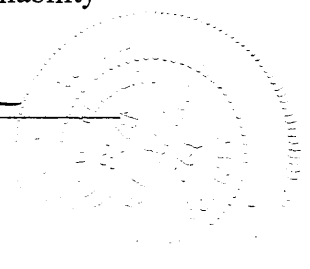
**DECLARANT:**

Signed, sealed and delivered  
in our presence as witnesses:

TerraPointe LLC d/b/a TerraPointe Texas  
Holdings LLC, a Delaware limited liability  
company

  
Printed Name: Cyndi Jones  
  
Printed Name: KATHRYN E. PIPER

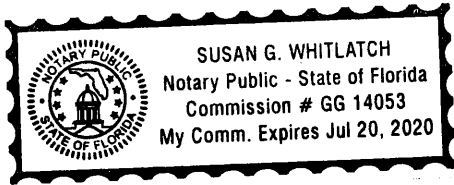
By:   
S. Allister Fisher  
Its: Vice President

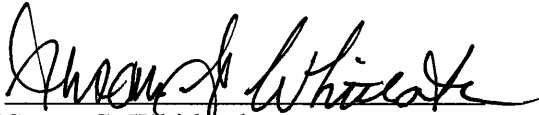


STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29 day of MARCH  
2017 by S. Allister Fisher as Vice President of TerraPointe LLC d/b/a TerraPointe Texas Holdings  
LLC, a Delaware limited liability company, on behalf of the company, who is personally known to  
me.

Seal


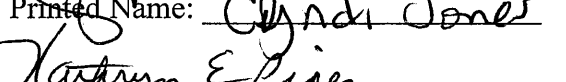


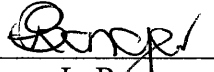
  
Susan G. Whitlatch  
Notary Public, State of Florida  
My Commission Expires: 7/20/2020  
Commission No.: GG 14053

**MANAGER:**

Signed, sealed and delivered  
in our presence as witnesses:

Raydient Inc.,  
a Delaware corporation

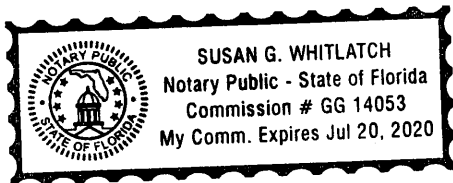
  
Printed Name: Chandi Jones  
  
Printed Name: KATHRYN E. PIPER

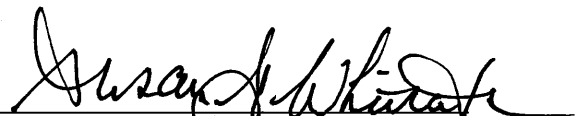
By:   
Susan L. Ranger  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MARCH,  
2017 by Susan L. Ranger, as Vice President of Raydient Inc., a Delaware corporation, who is  
personally known to me.

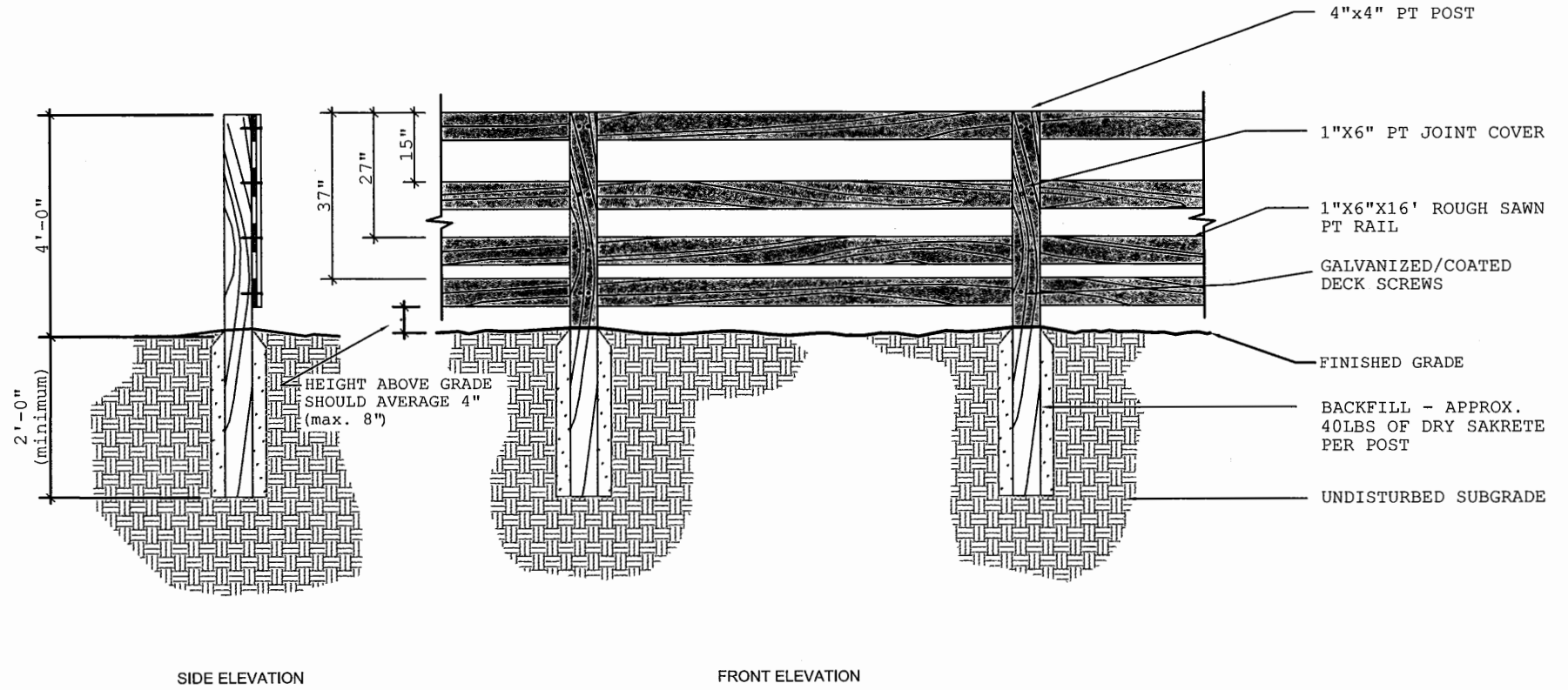
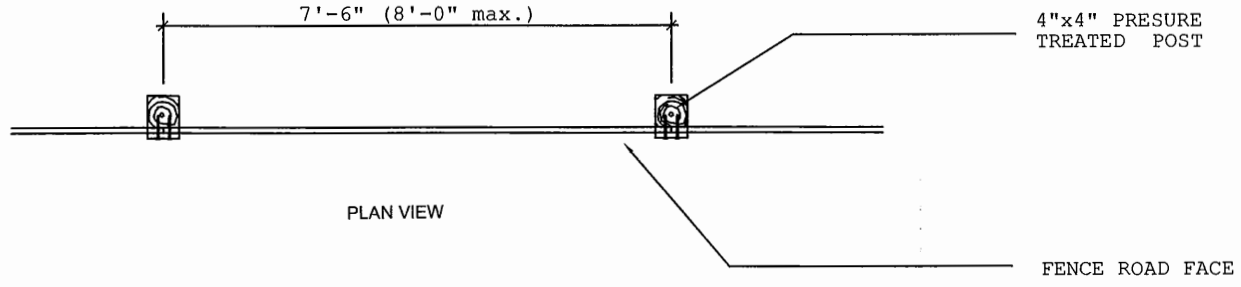
Seal



  
Susan G. Whitlatch  
Notary Public, State of Florida  
My Commission Expires: 7/20/2020  
Commission No.: GG 14053



ALL WOOD TO BE PRESSURE TREATED SOUTHERN YELLOW PINE SPRAYED WITH FLAT BLACK EXTERIOR PAINT. CREOSOTE TREATED PINE MAY BE USED WHERE AVAILABLE & PERMITTED.



RAYDIENT FENCE DETAIL

EXHIBIT C

Filed for Record in: Walker County  
 On: Apr 04, 2017 at 02:04P  
 As a Recordings  
 Document Number: 00028448  
 Amount: 138.00  
 Receipt Number - 115344  
 By: Jessica Dykstra  
 STATE OF TEXAS  
 COUNTY OF WALKER  
 I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Walker County as stamped hereon by me.  
 Apr 04, 2017  
 Karl A. French, Walker County Clerk  
 Walker County