NOTICE OF ADDITION OF LAND TO STERLING RIDGE SUBDIVISION SECTION 2

THE STATE OF TEXAS
COUNTY OF WALKER

This NOTICE OF ADDITION OF LAND TO STERLING RIDGE SUBDIVISION (the "Notice"), is made effective as of the 21st day of March, 2018 by CTX DEVELOPMENT COMPANY, a Texas corporation (hereinafter referred to as "Declarant").

This Notice relates to the First Restated and Amended Declaration of Covenants, Conditions and Restrictions of Sterling Ridge Subdivision dated May 16, 2016, recorded in Volume 1223, Page 353, Official Records, Walker County, Texas ("Declaration"), to which reference is hereby made, and which is incorporated herein.

The Declaration provides in Article 1, Paragraph 1.01 for subjecting and adding other lands to the land encumbered by the Declaration by the recording in the Official Records of Walker County, Texas, of a Notice of Addition of Land, which references the book and page numbers of the Official Records where the Declaration is recorded, and states that the provisions of the Declaration shall apply to the added land, and describes the added land.

Declarant filed a plat of a 17.052 acre tract of land in the Plat Records of Walker County, Texas in Volume 6, Page 128 for Section 2 of Sterling Ridge Subdivision ("Added Land"), a copy of which is attached hereto and made a part hereof as Exhibit "A".

Declarant wishes to subject the Added Land to the Declaration and its covenants, conditions, restrictions and obligations as set forth in the Declaration, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the Added Land as they are with respect to the lands originally covered by the Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, (i) that all of the Added Land shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, liens and charges stated in the Declaration, which are for the purpose of preserving the value and desirability of, and which shall run with the Added Land and shall be binding on all parties having any right, title or interest in or to the Added Land or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (li) that each contract or deed that may hereafter be executed with regard to the Added Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, conditions and restrictions stated in the Declaration regardless of whether or not the same are set out or referred to in said contract, or deed.

IN WITNESS WHEREOF, Declarant has executed this Notice of Addition of Land as of this 21 day of 7999, 2018.

DECLARANT:

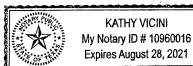
CTX DEVELOPMENT COMPANY, a Texas corporation

Doug French, Vice President

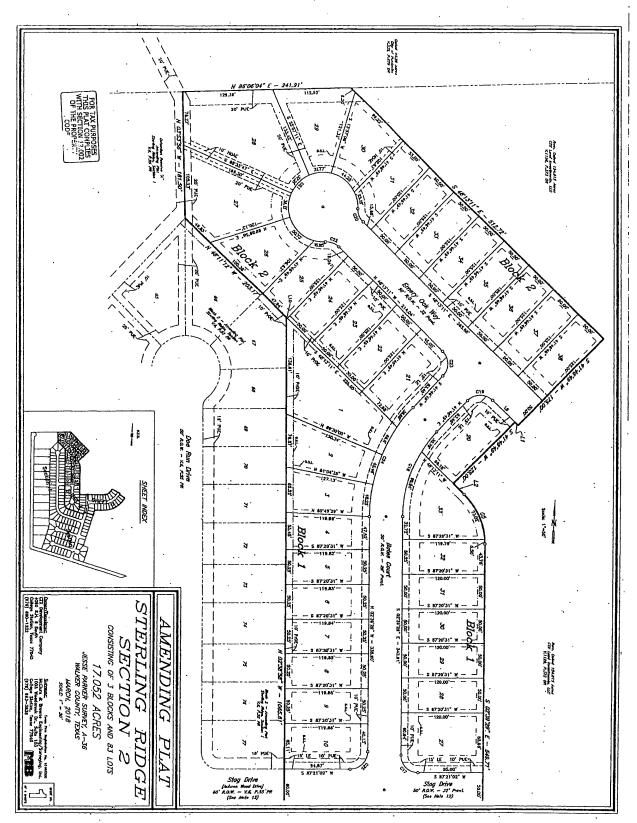
STATE OF TEXAS

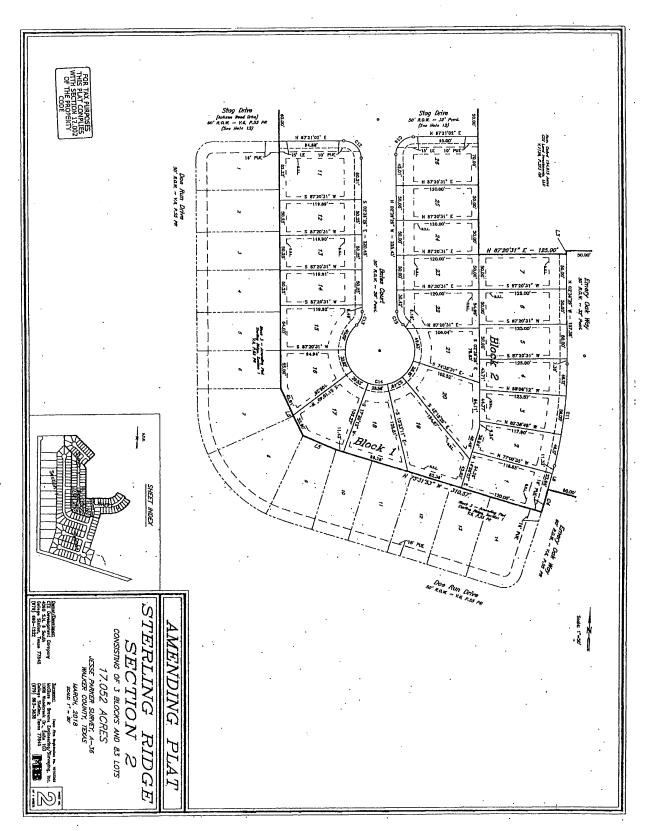
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the <u>alst</u> day of <u>May</u>, 2018 by Doug French, Vice President of CTX Development Company, a Texas corporation, on behalf of said corporation and in the capacity herein stated.

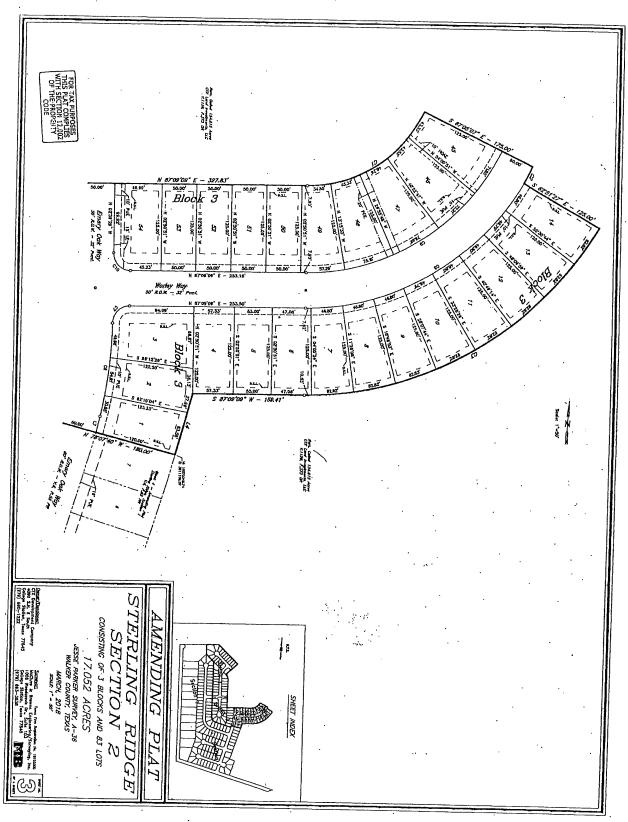


AFTER RECORDING RETURN TO: West, Webb, Allbritton & Gentry, P.C. 1515 Emerald Plaza College Station, Texas 77845 Attn: Bryan Hanna

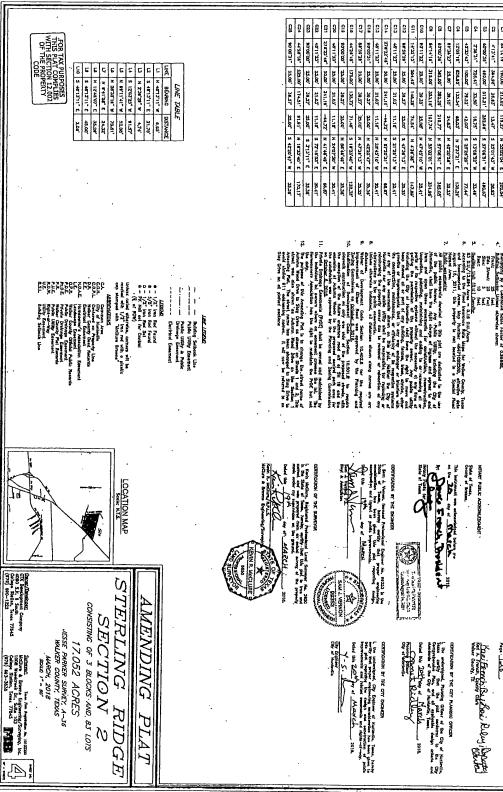




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COMPLATION BY THE COUNTY CLOCK

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ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

This Assignment and Assumption of Declarant's Rights (the "Agreement") is entered into this 24th day of January, 2017 (the "Effective Date") between CTX Land Investments, LLC, a Texas limited liability company ("Assignor") and CTX Development Company, a Texas corporation ("Assignee").

RECITALS:

WHEREAS, Assignor is the Declarant under that certain First Restated and Amended Declaration of Covenants, Conditions and Restrictions of Sterling Ridge Subdivision dated May 16, 2016, recorded in Volume 1223, Page 353, Official Records, Walker County, Texas, as may be further amended from time to time (the "Declaration").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective agreements set forth in this Agreement, the parties hereto hereby agree as follows:

- 1. <u>Assignment.</u> Upon the occurrence of the Effective Date, Assignor hereby grants, conveys and assigns to Assignee, and Assignee hereby expressly assumes all of the rights, duties, obligations, powers, privileges, and prerogatives of the "Declarant" under the Declaration.
- 2. Assignor hereby represents and warrants that (a) as of the date hereof there are no outstanding obligations unfulfilled by Assignor under the Declaration or otherwise related to the Declaration, (b) Assignor has not transferred, assigned, pledged, conveyed, encumbered or entered into any agreement to transfer, assign, pledge, convey or encumber any of its right, title or interest in and to its capacity as "Declarant" under the Declaration; (c) Assignor is in compliance with all covenants and conditions imposed on Assignor under the Declaration; and (d) the interests assigned hereby constitute all of the rights, titles, and interests as "Declarant" under the Declaration held by Assignor.
- 3. The parties hereto each hereby agree to execute and deliver such additional documents and instruments and to take such additional action, all without further consideration, as each other party may reasonably request to effectuate the sale, transfer, assignment and delivery provided for herein or in any of the Agreements.
- 4. This Agreement is governed by and shall be construed in accordance with the law of the State of Texas, excluding any conflict of laws, rule or principle that might refer the governance or the construction of this assignment to the law of another jurisdiction. This Agreement is binding on and shall inure to the benefit of the signatories hereto and their respective successors and assigns. This Agreement may be executed in counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

CTX Land Investments, LLC, a Texas limited liability company

By:

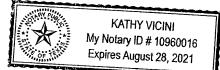
Doug French, Manager

THE STATE OF TEXAS

COUNTY OF BRAZOS

was acknowledged before me on the 21^{27} day of _, 2018, by Doug French, Manager of CTX Land Investments, LLC, on

behalf of said timited liability company.



Notary Public in and for the State of Texas

ASSIGNEE:

CTX Development Company, LLC

a Texas corporation

By:

Doug French, Vice President

THE STATE OF TEXAS

COUNTY OF BRAZOS

instrument was acknowledged before me on the $\frac{2}{2}$ day of , 2018, by Doug French, Vice President of CTX Development Company, on behalf of said corporation.

KATHY VICINI My Notary ID # 10960016 Expires August 28, 2021