

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
COUNTY OF FAYETTE § KNOW ALL MEN BY THESE PRESENTS:

THESE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by the Heart 120 Field LP ("Declarant").

WHEREAS, Declarant is the owner of that certain real property more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, located in Fayette County, Texas (the "Property");

WHEREAS, Declarant has imposed upon the Property certain uniform and common covenants, conditions and restrictions as previously recorded in the County Deed Records of the County of Fayette, Texas ("Original Restrictions"); and; and

WHEREAS, Declarant, and in its capacity as the majority Lot Owner, further declares and desires that these Restrictions amend, supersede and restate the Original Restrictions or any previous restrictions imposed upon the Property in their entirety.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Restrictions for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant and the Owners (as defined below).

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to any future landowners association entity, or organization, its successors and assigns, with respect to Section 2 (11 lots numbered through lot one to lot 11) of the Property (See attached land plan) and subject to these Restrictions to which each Owner (as defined below) shall be a member of the Association; such membership will be appurtenant to and may not be separated from ownership of a Lot (as defined below).

Section 2. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Property.

Section 4. "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision map of the Property or by metes and bounds surveys.

Section 5. "Declarant" shall mean and refer to Heart 120 Field LP and its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped state, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean any parcel of land subdivided out of the Property.

Section 6. "ACC" shall mean the Architectural Control Committee.

Section 7. "Main Roads" shall mean the Hartfield Road, and new roads to be developed by the Declarant in Section 2 of the Property that shall hereinafter be called (a) Hartfield Hill Lane, and (b) Hartfield Meadow Lane.

Section 8. "Resale" shall mean the sale of any Lot by an Owner other than Declarant.

ARTICLE II
USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes and improvements for agricultural use as defined hereafter.

- 1.01 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, (not to exceed 35 feet), a private garage for not more than five (5) cars, and other structures (including guest houses, servants' quarters or barn). Other structures shall not exceed the main residence in height and may be permanently occupied only by a member of the family occupying the main residence on the Lot, ranch manager and employees, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence. All garages must be placed on the lots so the front or doors do not face any of the Main Roads including Hartfield Road, HWY. 1291, Hartfield Meadow Lane, Hartfield Hill Lane, and any new roads to be developed by Declarant.
- 1.02 Barns, sheds, storage buildings, and other structures for agricultural use are prohibited unless specifically approved by the ACC. A barn may include an apartment for employees or a guest house.
- 1.03 Manufactured and/or mobile homes and recreational vehicles for use as a primary residences are strictly prohibited.
- 1.04 Manufactured and/or modular homes permanently affixed to a foundation are prohibited unless specifically approved by the ACC. When considering manufactured and/or modular homes, the ACC shall consider the appearance of the manufactured and/or modular homes with respect to conventional construction.
- 1.05 Carports are prohibited unless specifically approved by the ACC.
- 1.06 Individual ponds may be constructed on a Lot so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Property.

- 1.07 (a) No vertical landscaping shall be built in the Main road easements/setbacks, and (b) any vertical landscaping entrance into a Lot must be approved by the ACC.

Section 2. Architectural Control (ACC). No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing by the ACC, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation and consistent with a design that is compatible with the country setting and style of the area. Unconventional, extreme, and nonconforming design is discouraged. The ACC shall exercise sound discretion when considering contemplated improvements. The initial members of the ACC shall be Terry S. Ward (President), Darlene Ward and Isabelle Orrick. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the ACC fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC when one hundred percent (100%) of all Lots and any other areas annexed to the Property have been conveyed to Owners, and the term "Architectural Control Committee" or "ACC". The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty

or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The ACC may charge a reasonable fee not to exceed the sum of \$250.00 to retain an architect to review plans and specifications for improvements. The Owner (or prospective owner) shall pay such fee to the architect contemporaneously with the submission of the plans and specifications.

Section 3. Minimum Square Footage Within Improvements. The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than two thousand (2,500) square feet. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when in its sole judgment, such deviations would result in a beneficial common use consistent with the Subdivision/development. Such approvals must be granted in writing in recordable form and when given shall become a part of these restrictions to the extent of the particular lot involved.

Section 4. Exterior Materials. Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, stucco, hardiplank, cedar, or other wood siding. Subject to the Use Restrictions and Architectural Controls set out in this Article II, manufactured residences permanently attached to a slab or pier and beam foundation shall be permitted.

Section 5. Location of the Improvements Upon the Lot. No building or other improvements shall be located on any Lot nearer than:

- a. one hundred feet (100') from the Main Roads easements; and
- b. fifty feet (50') to the side and rear Lot line.

Section 6. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing

or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot lines rather than from the singular Lot lines.

Section 7. Easements. easements for installation and maintenance of utilities are reserved (or will be reserved) by Declarant, and no structure of any kind shall be erected upon any of said easements. In addition to the easements Declarant reserves the following easements along the common boundaries of the Property

- 7.01 Declarant reserves an easement ten-feet (10') wide along both sides of Hartfield Road for landscaping and beautification of the Property such as trees and fencing. Such easement is 10 feet from the edge of the 50 foot Hartfield Road easement (lot front property line) going into the Property.
- 7.02 Fayette County reserves and maintains a road easement on Hartfield Road that runs through and serves the Property ("Fayette County Hartfield Road Easement"). Each Owner shall fully comply with any action, condemnation proceeding, maintenance activity, or any other activity with respect to the Fayette County's rights to the Fayette County Hartfield Road Easement.

Neither Declarant, Fayette County, nor any utility company using the easement, or the Fayette County Hartfield Road Easement, shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

Each Lot Owner shall be solely responsible for the maintenance of any (a) driveways from a Main Road to the Lot from that point where such driveways tie into the Main Roads, and (b) and the road easement (or ditch) between the front Lot property line to the edge of the Main Roads.

Section 8. Prohibition of Commercial/Trade and Offensive Activities. No commercial activity (whether for profit or not) open to the public or business invitees, retail, industrial, multifamily construction, office building, or mixed-use commercial construction or business is permitted on any Lot and are strictly prohibited. Similarly, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services

is prohibited. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. A home office is permitted.

Section 9. Use of Temporary Structures. No structures of a temporary character, RV, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a primary residence. Buildings used for accessory or storage purposes shall be limited to not more than two and one-half (2-1/2) stories in height (not to exceed 35 feet) and shall be subject to approval of the ACC. Temporary structures may be used as construction offices and for related purposes during the construction period. Such structures shall be slightly but inconspicuous and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or other buildings. No building shall exceed 35 feet in height. No inoperable boat trailers, boats, travel trailers, automobiles, campers or vehicles, equipment, of any kind shall be semi-permanently or permanently stored on any Lot.

Section 11. Mineral Operations. Declarant has designated certain parcels out of the Property for drilling operations ("the Designated Drill Sites"), and the Designated Drill Sites shall be held, sold and conveyed subject to these Restrictions. Except for the Designated Drill Sites, no oil, gas or other mineral drilling, development operations, refining, quarry, pipe lines or mining operations of any kind shall be conducted or permitted upon or in any Lot. Except for the Designated Drill Sites, no wells (excluding water wells), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Lot. Except for the Designated Drill Sites,

no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. At the end of each drilling operation on the Designated Drill Sites, the drilling operators shall (a) proceed with reasonable diligence to restore the surface of each Designated Drilling Site to as near its original condition as practicable, and (b) remove all machinery, facilities and structures placed upon the Designated Drill Sites within ninety (90) days, favorable weather conditions permitting, from the date of the termination of any oil and gas lease covering the Designated Drill Sites.

Section 12. Agricultural Use. For purposes hereof, the term "agricultural use" shall be limited as follows:

- 12.01 Raising of cattle, livestock, shall be permitted; however, feedlot operations and commercial livestock, poultry, pork operations of any type whatsoever are strictly prohibited. All Fayette County livestock laws and rules must be followed.
- 12.02 Livestock shall be limited to one (1) animal unit for every two (2) acres. Sheep or goats shall be limited to two (2) animal unit per acre.
- 12.03 Any animal with unweaned offspring shall be deemed and considered to be a single animal unit. Otherwise, each head of cattle or other livestock shall be deemed to a single animal unit.
- 12.04 Where a combination of types of animal units are kept on a lot, the total number allowed shall be determined by allocating one (1) acre per animal unit, regardless of kind, except for sheep and goats, in which case two animal units shall be allowed to the acre(s) allocated for sheep or goats.
- 12.05 No swine shall be permitted except for those used solely for 4H, FFA Club, or similar organization projects, and then not to exceed two (2) head per 4H or FFA Club member.
- 12.06 Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes. In no event may more than five (5) total domesticated household pets, no more than three (3) of which housed outside be kept on any Lot. Pets shall not be permitted to roam freely. The Association has the right to adopt rules and regulations concerning the keeping of animals in the Property and means to enforce

such. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

- 12.07 All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.
- 12.08 No more than eight chicken hens are allowed on a single-family residential lot.
- 12.09 All pens, houses, and other areas where poultry including chickens, geese, ducks, turkey, and guineas are raised shall be a minimum of fifty-feet (50') from the Lot property line, and be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.
- 12.10 No pistol, rifle, shotgun or any other firearm or fireworks or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:
 - a. for the protection of Owners of the Lots and their property or animals from predators or nuisance varmints;
 - b. for sport shooting such as target practice, skeet, or clay pigeons in a manner that is safe for the Owners of other Lots.
 - c. No Hunting allowed on any lots

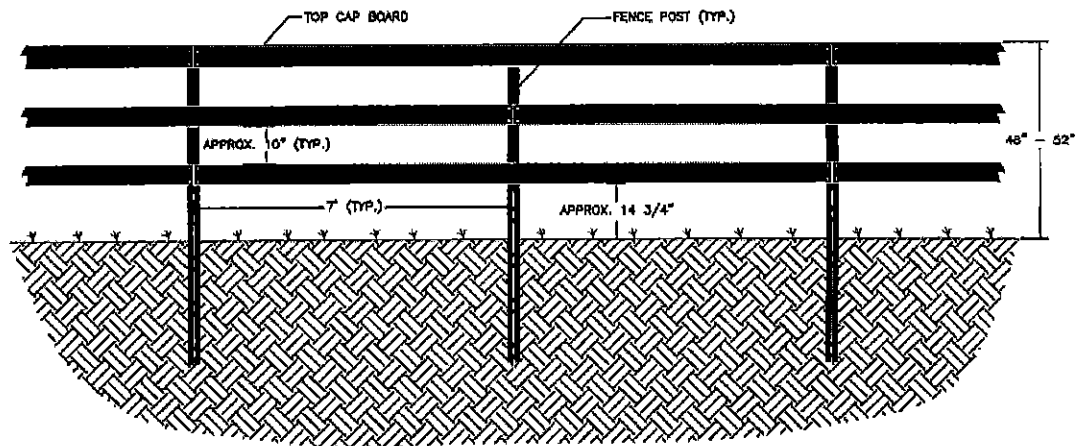
Except for the limited agricultural use as above provided, commercial activity, whether for profit or not for profit, open to the public or business invitees is strictly prohibited. Similarly, except for the limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 8 above.

Section 13. Walls, Fences and Hedges.

The Declarant will build or has built a black board fence down both sides of Hartfield Road, and one side of FM-1291, Hartfield Meadow Lane and Hartfield Hill Lane. It is not required that

a Lot be fenced; however, as part of the common scheme and plan as shown on the recorded plat and/or survey, each Lot having frontage on the Main Roads shall be fenced upon commencement of construction of improvements as specified hereafter ("the Main Road Fence"). The specifications for the Main Road Fence are as follows:

- 13.01 If fencing is built along public road frontage, the fence shall be built on the front property line. The Main Road Fence shall be constructed of treated pine or cedar or similar natural hardwoods and painted black.
- 13.02 The Main Road fence shall fifty-two inches (52") in height. The vertical supports of the Main Road Fence shall be four inches by four inches (4" x 4") on seven-foot (7') centers as shown on Exhibit C attached hereto and incorporated herein by reference for all purposes.
- 13.03 There shall be three (3) equidistant horizontal cross-members of the Main Road Fence. The cross-members shall be one by six (1" x 6") planks. There shall be one (1) horizontal cap over the vertical supports constructed of one by six (1" x 6") planks. The lowest horizontal cross-member shall be fifteen inches (15") from ground level. The other two (2) horizontal cross-members shall be approximately ten inches (10") from the lowest horizontal cross-member. As shown below in the fencing detail below.



FENCING DETAIL
NTS

Any other privacy walls, fences, or hedges that obstruct views of the Lots from the Main Roads shall be approved by the ACC prior to commencing construction. Any privacy walls, fences, or hedges erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot,

and it shall be Owners of the Lots responsibility to maintain said walls, fences, or hedges thereafter. Hurricane-type or chain-link fences are strictly forbidden, and no variance for same will be granted.

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary healthful, attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Lot owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot as long as such service is not provided and required by a municipality.

Section 15. Visual Screens on Lots. The drying of clothes in public view is prohibited. All yard equipment, wood piles or storage piles shall be kept screened from public view and maintained in a neat and orderly manner so as to conceal stored items from public view of neighboring Lots, streets or other property. *“Screen,” or “screened” shall be defined as landscaping, trees, woods, vegetation, that blocked the views of the above as described in this paragraph Section 15.*

Section 16. Trash containers, dumpsters or any object holding or storing trash. Trash containers, dumpsters or any object holding or storing trash must be out of sight of all public or private roads surrounding or going through Property area. Storing or placing trash containers, dumpsters or any object holding or storing trash at or near driveway near the road, or the road frontage of property is strictly prohibited.

Moveable Trash containers may be put at the entrance of a Lot near the road, the night before or the morning of a scheduled trash pickup day by a hired garbage company and hauler.

The moveable containers shall be removed from the road area the same day as the trash pickup day.

Section 17. Signs, Advertisements and Billboards. For two (2) years after Declarant conveys a Lot to the Owner, the Owner shall not place, maintain or display any sign, advertisement, billboard or advertising structure of any kind on the Lot, including but not limited to resale or construction signs. At the expiration of two (2) years, no sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed on any Lot except one (1) sign for each building site not more than four feet by four feet (4' x 4'), advertising the property for sale. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on a Lot in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Notwithstanding anything herein contained to the contrary, Declarant, or its assigns, may maintain, as long as it owns property in the development, in or upon such portions of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs.

Section 18. Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, metal or slate acceptable to and approved by the ACC. Any other type of roofing material shall be permitted only at the sole discretion of the ACC upon written request. A wood or wood shingle roof shall not be permitted.

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signs shall be erected, constructed, placed or permitted to remain on any Lot, residences, or buildings except as approved by the ACC. Television antennae may be attached to the residence provided, however, such antenna must be

located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than twenty-five feet (25') from ground level. No portion of any Lot shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility.

Section 20. Wind Power Projects and Solar Devices. Notwithstanding any provision of law to the contrary, a Lot Owner may not license, permit or otherwise approve or authorize the siting, construction or operation of or issue a lease or grant an easement or other real property interest for a windmill or wind turbine or tower for a wind power project on a Lot. A “wind power project” means a project that uses a windmill or wind turbine to convert wind energy to electrical energy.

20.01. In addition, no solar device can be installed on a Lot by an Owner if such solar device:

- Poses a threat to public safety or health;
- Violates any law or governmental regulation;
- Voids any material warranty with respect to a Lot or such device;
- Is a ground mounted system in the Owner’s fenced yard, or patio, and rises above the surrounding Lot fence line; and

• No solar panels, or solar devices, are allowed on a Lot if they can be seen by, or are visible to, surrounding Owners; all such solar panels or solar devices must be out of the vision and sight of other Owners.

Section 21. Resubdivision. A Lot Owner may subdivide a Lot; provided however, each subdivided Lot shall have not less than twenty-five (25) acres. The location of improvements on any subdivided Lot shall comply with the setbacks in Section 5 above.

Section 22. Septic Systems. Prior to occupancy of a Lot, each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Fayette County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Section 23. Water System. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Fayette County, Texas.

Section 24. Wildlife Habitat Management Area.

24.01. It is the Declarant's intent that The Heart Field Property be operated as a Wildlife Habitat Management Area. The Property shall be operated as a Wildlife Habitat Management Area so as to qualify for the I-d-I (open space) wildlife agricultural use exemption. All Owners shall have the right to determine, in their sole discretion, whether to have any of their Lots become a part of the Wildlife Habitat Management Area or not; and, all Lots that become subject to the Wildlife Habitat Management Area shall be improved, used, and maintained as an integral part of the Wildlife Habitat Management Area in compliance with the Wildlife Habitat Management Plan and survey developed by the Declarant.

24.02. Declarant shall designate and appoint an initial Wildlife Habitat Management Committee ("Committee") consisting of three (3) or more persons who shall be representatives of the Declarant or are Owners. This Committee shall serve to maintain the Property as a Wildlife Habitat Management Area. Any vacancy on the Committee shall be filled by Declarant. The Committee may act on the affirmative vote of the majority of the Committee members. Declarant may make, but shall not be

obligated to make, an irrevocable; assignment of its power to designate and appoint persons to serve on the Committee to the ACC or the Committee.

24.03. Each Owner and Lot, that an Owner has designated in their sole discretion as a part of the Wildlife Habitat Management Area, shall be subject to the rules and regulations of the Committee to assist the Owners in the governing and operation of the Property as a Wildlife Habitat Management Area. Each Owner of such Lot acknowledges that in order to qualify for the Wildlife Habitat Management I-d-1 (open space) wildlife agricultural use exemption, it is the responsibility of each such Owner to timely submit to the Fayette County appraisal district an annual application for such Wildlife Habitat Management Property as well as a Wildlife Habitat Management plan for their Lot to be part of the Wildlife Habitat Management Area.

24.04. DECLARANT DOES NOT REPRESENT OR GUARANTEE TO ANY OWNER THAT THE WILDLIFE HABITAT MANAGEMENT PLAN WILL QUALIFY FOR THE I-D-1 (OPEN SPACE) WILDLIFE AGRICULTURAL USE EXEMPTION AND/OR WILL BE GRANTED OR CONTNUED BY FAYETTE COUNTY. EACH OWNER OF A LOT, BY ACCEPTING A DEED TO SUCH LOT, HEREBY RELEASES DECLARANT, ITS AGENTS AND EMPLOYEES INCLUDNG BUT LIMITED TO TERRY S. WARD FROM ALL DAMAGES, CLAIMS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE DENIAL OR LOSS AT ANYTME OF THE WILDLIFE MANAGEMENT I-D-I (OPEN SPACE) WILDLIFE AGRICULTURAL USE EXEMPTION AND ANY OTHER VALUATION OF EACH LOT OWNED BY AN OWNER

Section 25. Underground Electric. All electrical services cables and appurtenances from the point of the electric company's metering on a Lot to the point of attachment at such company's installed transformers or secondary electrical junction boxes, fiber optics or cables, and any and all utility wires servicing the Property must be underground.

ARTICLE III
COVENANT FOR FUTURE PROPERTY ASSOCIATION ASSESSMENTS

Declarant shall have the right to create, at any time, an Association for the Property to collect from each Owner annual assessments or charges for the improvement and maintenance of all real property for the common use and benefit of the Owners with respect to Section 2 (11 lots numbered through lot twelve (12) to lot twenty-two (22) of the Property, including the area containing entrances to the Property and easements as shown on the recorded subdivision plat of the Property. Any such assessments or charges shall be established and collected as to be determined by the Declarant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association such assessment or charges if so created.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions shall run with the land. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common areas of Property, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

2.01 The right of the Association to charge reasonable admission and other fees for the use of the common areas of the Property, if any.

2.02 The right of the Association to suspend the voting rights and right to use of the common areas of the Property, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations.

2.03 The right of the Association to dedicate or transfer all or any part of the common srea of the Property, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Lots. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Owners of the Lots agreeing to such dedication or transfer has been recorded in the Deed Records of Fayette County, Texas.

Section 3. Delegation of Use. In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the common areas of the Property and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 4. Amendment. The covenants and restrictions of these Restrictions shall run with and bind the land, for a term of fifty (50) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. These Restrictions may be amended during the first fifty (50) year period by an instrument signed by those Owners of the Lots owning not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by those Owners of the Lots owning not less than seventy-five percent (75%) of the Lots. Declarant may amend these Restrictions without approval or consent of Owners of the Lots by an instrument signed by it any time during a period ending on the later of two (2) years from the date of recordation of this

instrument or when the Declarant has sold ninety percent (90%) of the Lots. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Deed Records of Fayette County, Texas.

Section 5. Annexation. Declarant may annex additional residential property and/or the common areas to the Property without approval or consent of Owners of the Lots.

Section 6. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

Section 8. Execution by the Association. The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of these Restrictions.

Section 9. Retention of Rights By Declarant. Declarant retains the right to enforce deed restrictions by Declarant or Declarant's agent being an additional member to the board of directors for a period of ten (10) years after all Lots are sold. Declarant will advise board of directors of the Association of any failure to comply with the deed restrictions and bylaws. Declarant may enforce deed restrictions and bylaws of the Heart 120 Field LP Amended and Restated Declaration of Covenants, Conditions, and Restrictions. Declarant or Declarant's Agent must remain actively engaged in board function, defined as attending ninety percent (90%) of all meetings in person.

ARTICLE V
ARBITRATION AGREEMENT

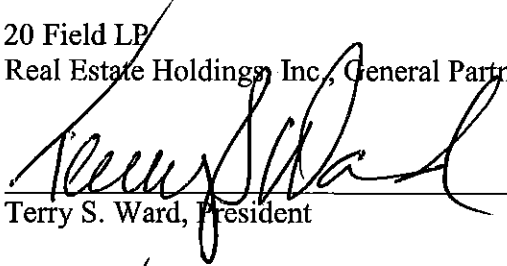
All disputes, claims, and controversies between Declarant or Owner, individual, joint or class in nature, arising from the Restrictions, any document executed in connection therewith or otherwise, including without limitation contract and tort disputes, injunctive relief, or declaratory judgments, shall be arbitrated pursuant to the Rules of the American Arbitration Association upon request by either Declarant or Owner. The Texas General Arbitration Act shall apply to the construction, interpretation, and enforcement of this Arbitration Agreement and in accordance with this Arbitration Agreement and Commercial Arbitration Rules of the American Arbitration Association.

SIGNED:

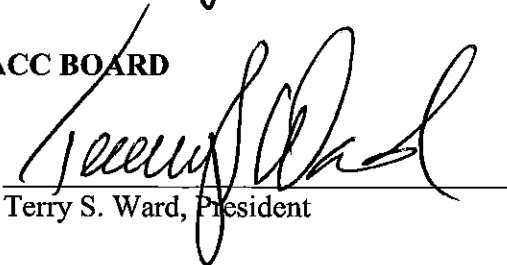
DECLARANT:

Heart 120 Field LP

By: Real Estate Holdings, Inc., General Partner

By: 
Terry S. Ward, President

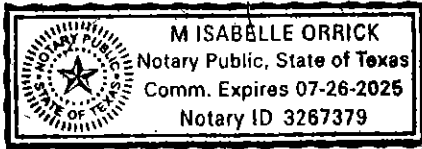
THE ACC BOARD

By: 
Terry S. Ward, President

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

This instrument was acknowledged before me on 8-4-2023, by Terry S. Ward,
President of Real Estate Holdings, Inc., General Partner of Heart 120 Field LP



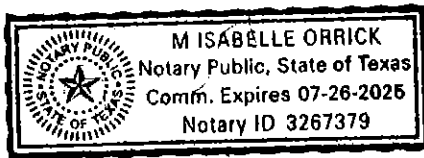


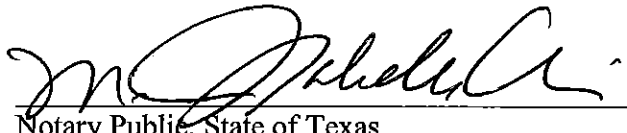
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

This instrument was acknowledged before me on 8-4-2023, by Terry S. Ward,
President the ACC board





Notary Public, State of Texas

CONSENT AND SUBORDINATION

CITIZENS STATE BANK ("Lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

CITIZENS STATE BANK

By: Cory Flencher

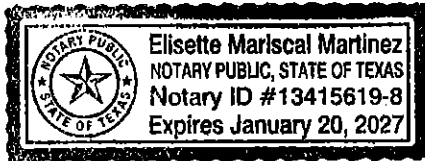
Name: Cory Flencher

Title: Vice President

THE STATE OF TEXAS §

COUNTY OF Washington §

This instrument was acknowledged before me on 4 day of August 2023, by Cory Flencher, Vice President of CITIZENS STATE BANK on behalf of said entity and in the capacity stated herein.



Elisette Mariscal Martinez
Notary Public, State of Texas

EXHIBIT A

FAYETTE COUNTY, TEXAS
JOHN SHAW LEAGUE, ABSTRACT NO. 92

DESCRIPTION OF A 123.26 ACRE TRACT OF LAND OUT OF THE JOHN SHAW LEAGUE, ABSTRACT NO. 92, FAYETTE COUNTY, TEXAS, FAYETTE COUNTY, TEXAS AND BEING A PORTION OF THE RESIDUE OF A CALLED 379.557 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED DECEMBER 31, 1988 FROM AURORA F. RAMSEY TO TEXAS COMMERCE BANK NATIONAL ASSOCIATION, ET AL., CO-TRUSTEES OF THE AURORA F. RAMSEY REVOCABLE TRUST, AS RECORDED IN VOLUME 783, PAGE 477, OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 123.26 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found [Grid Coordinates: N 13,926,899.92 USR E 2,681,956.04 USR] for the Easterly corner of the herein described tract, same being the Southerly corner of the residue of a called 64 acre tract of land described in a deed dated September 10, 2009 from John F. Elvig, et ux. to John and Ruth Elvig Revocable Trust, as recorded in Volume 1495, Page 201, Official Records of Fayette County, Texas, also being an Interior Northwestern corner of a called 35.288 acre tract of land described as "Tract 1" in a deed dated November 18, 2006 from John B. Langston, Jr., et ux. to Lee F. Lively, et ux., as recorded in Volume 1794, Page 66, Official Records Fayette County, Texas, and also being the Northerly corner of approximately 0.004 acre dead overlap between the Southeast line of the residue of said 379.557 acre parent tract and a Northwest line of said 35.288 acre tract, from which a 3/4 inch all thread pipe found for the Easterly corner of said residue of 64 acre tract, being the an exterior corner of said 35.288 acre tract, bears North 41° 34' 17" East, 907.08 feet;

THENCE South 41° 05' 23" West [called South 43° West, Vol. 397, Pg. 570, D.R.F.C.T with the Southeast line of said approximately 0.004 acre dead overlap and being a Southeast line of the herein described tract at 167.51 feet passing a 5/8 inch iron rod found 2.30 feet right of line for the Westerly corner of said approximately 0.004 acre dead overlap, being the Northwestern corner of approximately 0.037 acre dead overlap between the Southeast line of said residue of 379.557 acre parent tract and the Northwest line of a called 56.009 acre tract of land described in a deed dated December 15, 2020 from Cynthia Baker Norris, et al., Co-Independent Executors of the Estate of Thomas J. Baker, Jr., Deceased to Thomas James Baker, IV, as recorded in Volume 1972, Page 358, Official Records Fayette County, Texas, continuing with the Southeast line of said approximately 0.037 acre dead overlap, at 1574.63 feet passing a concrete monument found for the Westerly corner of said 56.009 acre tract, being the Southerly corner of approximately 0.037 acre dead overlap, also being the Northerly corner of a called 47.734 acre tract of land described as "Tract 2" in a deed dated December 6, 2013 from Thomas J. Baker, Jr., Independent Executor of the Estate of Barbara S. Baker, Deceased to Thomas J. Baker, Jr., as recorded in Volume 1672, Page 201, Official Records Fayette County, Texas, continuing along the Southeast line of said residue of 379.557 acre parent tract, with the Northwest line of said 47.734 acre tract, at 2117.61 feet passing a 5/8 inch iron rod previously set with cap for the Westerly corner of said 47.734 acre tract also being the North corner of the residue of a called 65.9 acre tract of land described as "Tract III" in a deed dated October 14, 1980 from Robert Ted Lyons, et al., Independent Executrix of the Estate of John E. Lyons, deceased to Louis A. Ramsey, et ux., as recorded in Volume 564, Page 453, Deed Records of Fayette County, Texas, from which a rock found, bears North 48° 27' 16" West, 1.52 feet, continuing along the Southeast line of the herein described tract, same being the Northwest line of the residue of said 65.9 acre tract, for a total distance of 2646.78 feet to a 5/8 Inch iron rod set with cap for a Southeasterly corner of the herein described tract;

THENCE departing the Northwest line of said 65.9 acre tract, over and across the residue of 379.557 acre parent tract, the following courses and distances;

- North 48° 42' 05" West a distance of 267.95 feet to a 5/8 inch iron rod set with cap for an interior Southerly corner of the herein described tract;
- North 49° 10' 41" West a distance of 297.01 feet to a 5/8 inch iron rod set with cap for an interior Southerly corner of the herein described tract;
- South 40° 49' 19" West a distance of 607.43 feet to a 5/8 inch iron rod set with cap for the Southermost corner of the herein described tract and lying in the Northeast line of F.M. Highway No. 1291 (R.O.W. Varies), and the Northeast line of a 1.04 acre tract of land described in a deed

dated September 12, 1950 from A.C. Lanert, et al, to The State Of Texas, as recorded in Volume 246, Page 175, Deed Records Fayette County, Texas;

THENCE North 49° 10' 41" West (called North 51° 06' West, Vol. 246 Pg. 175, D.R.F.C.T.) with the Northeast line of F.M. Highway No. 1291 and said 1.04 acre tract, same being the Southwest line of the herein described tract, 469.79 feet to a 5/8 inch iron rod set with cap for a Southwest corner of the herein described tract;

THENCE North 48° 28' 06" West (called North 50° 23' West, Vol. 249, Pg. 175, D.R.F.C.T.) continuing along said common line, 727.70 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract, from which a 5/8 inch iron rod set with cap, bears North 48° 28' 06" West, 1439.47 feet;

THENCE departing said common line, over and across said residue of 379.557 acre parent tract the following courses and distances;

- North 42° 48' 34" East a distance of 911.74 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- North 21° 34' 19" East a distance of 602.24 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- North 59° 44' 15" West a distance of 381.27 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- Along a curve to the left having an arc length of 107.32 feet, a radius of 440.00 feet, a delta angle of 13° 58' 31", and a chord bearing of North 66° 43' 31" West, and chord length of 107.06 feet, to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- North 73° 42' 46" West a distance of 124.72 feet to a mag nail set with stamped disc for corner of the herein described tract in the centerline of Hartfield Road;
- North 16° 17' 55" East along the centerline of Hartfield Road a distance of 60.00 feet to a mag nail set with stamped disc for corner of the herein described tract in the centerline of Hartfield Road;
- South 73° 42' 46" East departing the centerline of Hartfield Road a distance of 124.71 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- Along a curve to the right having an arc length of 121.96 feet, a radius of 500.00 feet, a delta angle of 13° 58' 31", and a chord bearing of South 66° 43' 31" East, and a chord length of 121.66 feet, to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- South 59° 44' 15" East a distance of 381.27 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- North 43° 52' 17" East a distance of 775.80 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- North 55° 24' 06" East a distance of 518.14 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- South 40° 00' 28" East a distance of 504.80 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- Along a curve to the right having an arc length of 97.49 feet, a radius of 65.00 feet, delta angle of 85° 55' 58", and a chord bearing of North 88° 39' 22" East, and a chord length of 88.60 feet, to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- North 41° 37' 21" East a distance of 450.59 feet to a 5/8 inch iron rod set with cap for the Northwest corner of the herein described tract, and lying in the Northeast line of the residue of

said 379.557 acre parent tract, same being the Southwest line of the residue of the aforementioned 64 acre tract, from which a 1/2 inch iron rod found for the South corner of a called 6.00 acre tract of land described in a deed dated March 28, 2003 from Ann H. Bradford to Michael K. Plant, et ux, as recorded in Volume 1209, Page 168, Official Records of Fayette County, Texas, bears North 49° 06' 17" West, 642.84 feet, from said 1/2 inch iron rod a broken concrete monument found for reference, bears North 49° 06' 17" West, 567.82 feet;

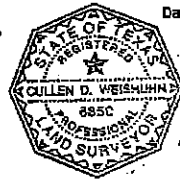
THENCE South 49° 06' 17" East (called South 47° East, Vol. 397, Pg. 570, D.R.F.C.T.) along the Northeast line of the herein described tract, 1210.57 feet to the POINT OF BEGINNING, containing 123.26 TOTAL ACRES of land, more or less of which 0.029 acre lies within the occupied limits of Hartfield Road leaving 123.23 NET ACRES of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999917864048.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

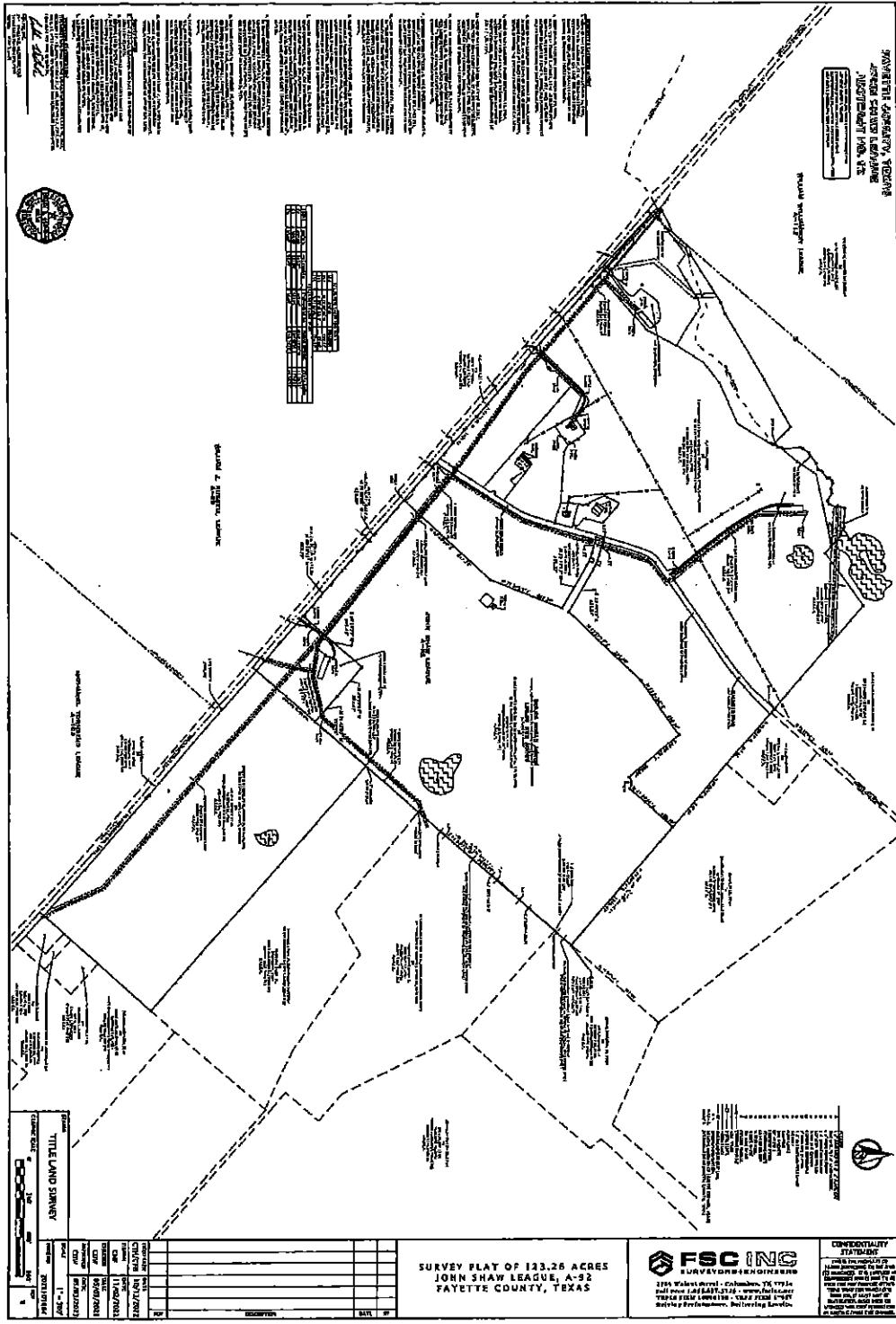
This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on October 13 & 14, 2022, October 17 - 19, 2022, October 21, 2022 and November 2, 2022, and April 17, 2023.

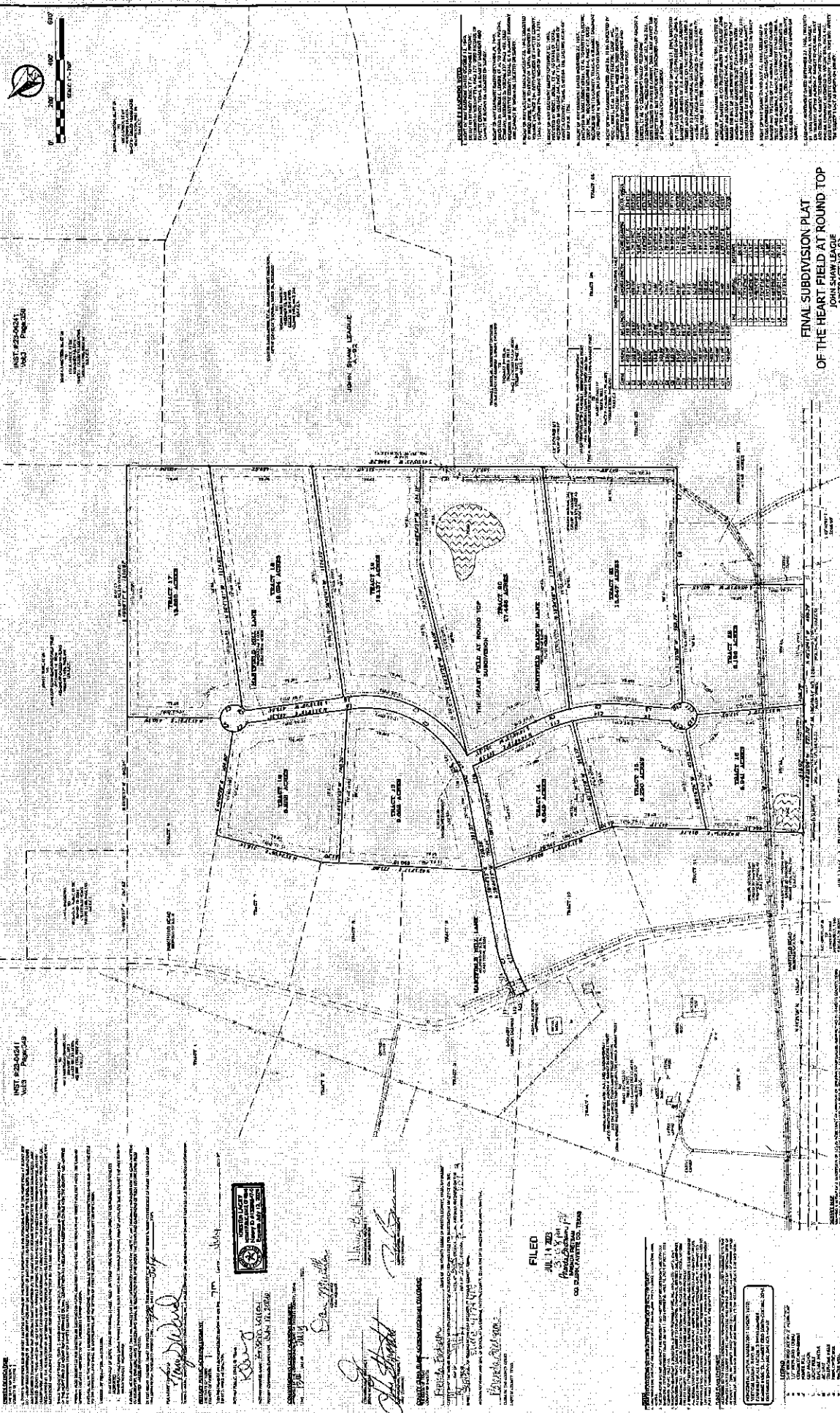
Cullen D. Weishuhn
Registered Professional Land Surveyor No. 6850
Project No. 2022101664
Word File: 2022101664_123.26_acre_m&b.docx
ACAD File: 2022101664_123.26.dwg

Date: May 3, 2023



A handwritten signature in black ink, appearing to read "Cullen D. Weishuhn".





STATE OF TEXAS
COUNTY OF TARRANT
PLAT NO. 100
TRACT NO. 100
SECTION 100
TOWNSHIP 100N, RANGE 100W
FILED FOR RECORD
APRIL 11, 2013
BY [Signature]
CLERK OF COUNTY CLERK

WARRANT COUNTY, TEXAS
PLAT NO. 100
TRACT NO. 100
SECTION 100
TOWNSHIP 100N, RANGE 100W
FILED FOR RECORD
APRIL 11, 2013
BY [Signature]
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