

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by the Heart 235 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 desires to impose upon the Property certain uniform and common covenants, conditions and restrictions as more particularly set forth herein ("Restrictions").

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. "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 2. "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 3. "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 4. "Declarant" shall mean and refer to Heart 235 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 5. "ACC" shall mean the Architectural Control Committee.

Section 6. "Main Roads" shall mean the Hartfield Road, and the road FM 1291.

Section 7. "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 and the new roads to be developed by Declarant in Section 2.

- 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.

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 driveways from a Main Road to the Lot from that point where such driveways tie into the Main Roads.

Section 8. Prohibition of Trade and Offensive Activities. No retail, industrial, multifamily construction, office building, or mixed-use commercial construction or business is permitted on any Lot and are strictly 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.

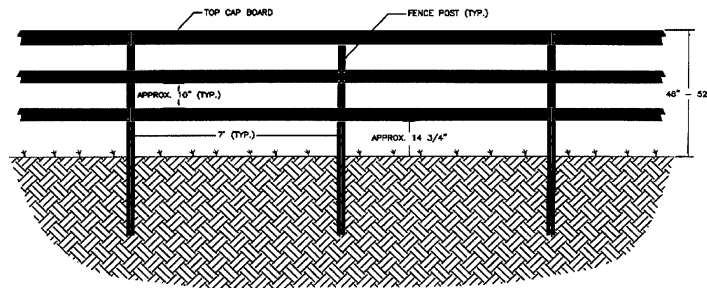
- 12.06 Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes. In no event may more than five (5) total domesticated household pets, no more than three (3) of which housed outside be kept on any Lot. Pets shall not be permitted to roam freely. 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 All pens, houses, and other areas where poultry including chickens, geese, ducks, turkey, and guineas are 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.
- 12.09 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. 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. 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 17. 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 18. 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 fifty feet (50') 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 19. 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.

19.01. 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 20. 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 21. 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 22. 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 23. 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.

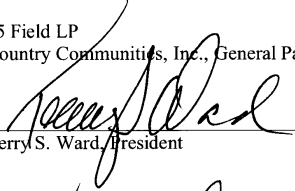
**ARTICLE VI
ARBITRATION AGREEMENT**

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.

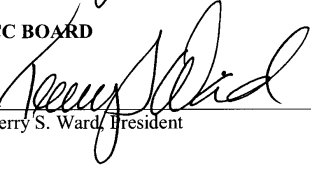
SIGNED 5-17-2023

DECLARANT:

Heart 235 Field LP
By: Country Communities, Inc., General Partner

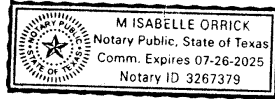
By: 
Terry S. Ward, President

THE ACC BOARD

By: 
Terry S. Ward, President

THE STATE OF TEXAS §
COUNTY OF FAYETTE §

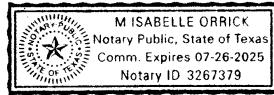
This instrument was acknowledged before me on May 17, 2023, by Terry S. Ward, President of Country Communities, Inc., General Partner of Heart 235 Field LP



M. Isabelle Orrick
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF FAYETTE §

This instrument was acknowledged before me on May 17, 2023, by Terry S. Ward, President the ACC board



M. Isabelle Orrick
Notary Public, State of Texas

EXHIBIT A

FAYETTE COUNTY, TEXAS
JOHN SHAW LEAGUE, ABSTRACT NO. 92
WILLIAM WILLIAMSON LEAGUE, ABSTRACT NO. 113

TRACT I

DESCRIPTION OF A 182.52 ACRE TRACT OF LAND OUT OF THE JOHN SHAW LEAGUE, ABSTRACT NO. 92, FAYETTE COUNTY, TEXAS AND THE WILLIAM WILLIAMSON LEAGUE, ABSTRACT NO. 113, 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, 1958 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 182.52 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found [Grid Coordinates: N 13,929,182.68 USft E 2,679,320.78 USft] for the North corner of the herein described tract, same being an interior Southerly corner of a called 391.93 acre tract of land described in a deed dated January 10, 2012 from Foshee Ranch Limited Partnership to 4812 Hartfield Owners, LLC. as recorded in Volume 1593, Page 281, Official Records of Fayette County, Texas;

THENCE South 49° 05' 19" East [called South 49° 04' 48" East, Vol. 1593, Pg. 281, O.R.F.C.T.] with a Southwest line of said 391.93 acre tract, being a Northeast line of the herein described tract, a distance of 1065.47 feet [called 1065.43] to a broken concrete monument found in the occupied Northwest line of Hartfield Road for the easternmost Southerly corner of said 391.93 acre tract, from which a 1/2 inch iron rod found for reference, bears North 41° 18' 47" East, 779.74 feet.

THENCE South 49° 06' 17" East [called South 47° East, Vol. 397, Pg. 570, D.R.F.C.T.] across said Hartfield Road with the Northeast line of the herein described tract, same being the Southwest line 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, at 567.82 feet passing a 1/2 inch iron rod found for the Southerly corner of said 6.00 acre tract, being an interior corner of the residue of a called 64 acre tract of land described in a deed dated September 10, 2009 from John F. Elvig to John and Ruth Elvig revocable trust as recorded in Volume 1495, Page 201 in the Official Records of Fayette County, Texas, continuing with the Southwest line of said residue of 64 acre tract, same being the Northeast line of the herein described tract, for a total distance of 1210.67 feet to a 5/8 inch iron rod set with cap for the Eastern most corner of the herein described tract, from which a concrete monument found for a common Easterly corner of the residue of said 379.557 acre parent tract and the residue of said 64 acre tract, bears South 49° 06' 17" East, 1210.67 feet.

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

- South 41° 37' 21" West a distance of 450.59 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 97.49 feet, a radius of 65.00 feet, a delta angle of 89° 55' 58", a chord bearing of South 88° 39' 32" West, 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 40° 00' 28" West a distance of 504.80 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract.
- South 55° 24' 06" West a distance of 518.14 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract.
- South 43° 52' 17" West a distance of 775.80 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 121.96 feet, a radius of 500.00 feet, a delta angle of 13° 58' 31", a chord bearing of North 66° 43' 31" West, 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;
- North 73° 42' 46" West a distance of 124.71 feet to a mag nail set with stamped disc for corner of the herein described tract, in the centerline of Hartfield Road;
- South 16° 17' 55" West 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;
- South 73° 42' 46" East departing the centerline of Hartfield Road a distance of 124.72 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 107.32 feet, a radius of 440.00 feet, a delta angle of 13° 58' 31", a chord bearing of South 56° 43' 31" East, and a chord length of 107.06 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;
- South 21° 34' 19" West a distance of 602.24 feet to a 5/8 inch iron rod set with cap for corner of the herein described tract;
- South 42° 48' 34" West a distance of 911.74 feet to a 5/8 inch iron rod set with cap for the South corner of the herein described tract, and lying in the Southwest line of the residue of said 379.357 acre parent tract, same being the Northeast line of F.M. Highway No. 1291, and the Northeast line of a called 1.04 acre tract of land described in a deed dated September 12, 1950 from A.C. Lanier, et al. to The State Of Texas, as recorded in Volume 246, Page 175, Deed Records Fayette County, Texas, from which a 5/8 inch iron rod previously set with cap, bears South 48° 28' 06" East, 727.70 feet;

THENCE with the Southwest line of the herein described tract, same being the Northeast line of F.M. Highway No. 1291, and the Northeast line of said 1.04 acre tract, the following courses and distances:

- North 48° 28' 06" West [called North 50° 23' West as per Vol. 246, Pg. 175, D.R.F.C.T.] a distance of 1439.47 feet to a 5/8 inch iron rod set with cap for a Southwesterly corner of the herein described tract;
- North 49° 02' 45" West [called North 51° West as per Vol. 246, Pg. 175, D.R.F.C.T.] a distance of 1387.62 feet [called 1387.4'] to a 5/8 inch iron rod set with cap for a Southwesterly corner of the herein described tract;
- North 41° 27' 04" West [called North 43° 24' West as per Vol. 246, Pg. 175, D.R.F.C.T.] a distance of 151.33 feet [called 151.3'] to a 5/8 inch iron rod set with cap for a Southwesterly corner of the herein described tract;
- North 49° 02' 45" West [called North 51° West as per TxDot ROW Map] a distance of 24.17 feet to a point in the centerline of Williams Branch for the West corner of the herein described tract, being the South corner of the aforementioned 391.93 acre tract of land, from which a 1/2 inch iron rod found for an interior corner of said 391.93 acre tract bears North 49° 02' 45" West, 75.82 feet;

THENCE departing the Northeast line of said FM Highway No. 1291, along the centerline of Williams Branch with a Southwest line of said 391.93 acre tract, same being the Northwest line of the herein described tract the following courses and distances:

- North 78° 06' 52" East a distance of 72.50 feet to a point for corner;

- North 58° 28' 25" East a distance of 77.45 feet to a point for corner;
- North 51° 34' 33" East a distance of 114.00 feet to a point for corner;
- North 37° 24' 45" East a distance of 110.09 feet to a point for corner;
- North 69° 12' 02" East a distance of 58.47 feet to a point for corner;

THENCE departing the centerline of said Williams Branch, continuing with a Southeast line of said 391.93 acre tract, being the Northwest line of the herein described tract the following courses and distances:

- North 11° 35' 20" East [called North 11° 35' 51" East, Vol. 1593, Pg. 281, O.R.F.C.T.] a distance of 19.00 feet [called 19.00'] to a 5/8 inch iron rod found;
- North 57° 32' 25" East [called North 57° 32' 56" East, Vol. 1593, Pg. 281, O.R.F.C.T.] a distance of 439.97 feet [called 439.79'] to a 5/8 inch iron rod found bent;
- North 70° 37' 01" East [called North 70° 37' 32" East, Vol. 1593, Pg. 281, O.R.F.C.T.] a distance of 90.01 feet [called 89.98'] to a 5/8 inch iron rod found bent;
- North 60° 05' 05" East [called North 60° 04' 37" East, Vol. 1593, Pg. 281, O.R.F.C.T.] a distance of 103.99 feet [called 104.00'] to a 1/2 inch iron rod found;
- South 44° 27' 46" East [called South 44° 29' 42" East, Vol. 1593, Pg. 281, O.R.F.C.T.] a distance of 176.34 feet [called 176.67'] to a broken concrete monument found;
- North 56° 45' 06" East [called North 56° 45' 38" East, Vol. 1593, Pg. 281, O.R.F.C.T.] a distance of 40.14 feet [called 40.14'] to a point in the centerline of said Williams Branch;

THENCE along the centerline of Williams Branch continuing with a Southeast line of said 391.93 acre tract, being the Northwest line of the herein described tract the following courses and distances:

- North 09° 34' 59" East a distance of 33.93 feet to a point for corner;
- North 28° 12' 59" East a distance of 15.91 feet to a point for corner;
- North 05° 41' 43" West a distance of 129.00 feet to a point for corner;
- North 21° 06' 00" East a distance of 23.63 feet to a point for corner;
- North 36° 28' 39" East a distance of 63.57 feet to a point for corner;
- North 56° 44' 43" East a distance of 96.88 feet to a point for corner;
- North 73° 04' 01" East a distance of 47.76 feet to a point for corner;
- North 27° 14' 20" East a distance of 34.40 feet to a point for corner;
- North 53° 37' 32" East a distance of 57.05 feet to a point for corner;
- North 01° 22' 03" West a distance of 17.68 feet to a point for corner;
- North 46° 39' 13" East a distance of 33.34 feet to a point for corner;
- North 70° 55' 15" East a distance of 17.29 feet to a point for corner;
- South 73° 31' 25" East a distance of 49.60 feet to a point for corner;
- North 82° 07' 06" East a distance of 33.81 feet to a point for corner;

- South 61° 18' 31" East a distance of 67.09 feet to a point for corner;
- North 64° 44' 24" East a distance of 26.08 feet to a point for corner;
- North 21° 25' 26" East a distance of 50.52 feet to a point for corner;
- North 23° 26' 16" West a distance of 20.70 feet to a point for corner;
- North 21° 38' 47" East a distance of 59.53 feet to a point for corner;
- South 89° 59' 42" East a distance of 60.46 feet to a point for corner;
- South 77° 25' 25" East a distance of 48.31 feet to a point for corner;
- North 79° 21' 47" East a distance of 36.20 feet to a point for corner;
- South 61° 57' 22" East a distance of 62.44 feet to a point for corner;
- North 56° 54' 37" East a distance of 10.66 feet to a point to point in an existing pond;

THENCE South 48° 10' 58" East [called South 48° 10' 27" East, Vol. 1593, Pg. 281, O.R.F.C.T.] crossing said Williams Branch with a Southeast line of said 391.93 acre tract, same being the Northwest line of the herein described tract at 118.51 feet passing a 3/8 inch iron rod found bent at an existing fence post, continuing along an existing fence for a total distance of 188.50 feet [called 188.29] to a 1/2 inch iron rod found for a Southeastern corner of said 391.93 acre tract, same being a Northwest corner of the herein described tract;

THENCE North 53° 49' 22" East [called North 53° 49' 53" East, Vol. 1593, Pg. 281, O.R.F.C.T.] continuing along said common line, a distance of 502.18 feet [called 502.45] to the POINT OF BEGINNING, containing 182.52 TOTAL ACRES of land, more or less of which 3.06 acre lies within the occupied limits of Hardfield Road leaving 179.46 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_182.52_acre_m&b.docx
ACAD File: 2022101664_TR 1 & 1.dwg

Date: May 3, 2023



Cullen D. Weishuhn

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

TRACT II

DESCRIPTION OF A 72.76 ACRE TRACT OF LAND OUT OF THE JOHN SHAW LEAGUE, ABSTRACT NO. 92, 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 ALPHORA F. RAMSEY TO TEXAS COMMERCIAL 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 AND ALSO BEING ALL 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 EXECUTOR OF THE ESTATE OF JOHN E. LYONS, DECEASED TO LOUIS A. RAMSEY, ET UX, AS RECORDED IN VOLUME 564, PAGE 453, OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 72.76 ACRE TRACT OF LAND BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found broken [Grid Coordinates: N 13,923.62652 USF E 2,682.457172 USF] for the East corner of the herein described tract, same being the South 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, and lying in the Northwest line of the residue of a called 50-1/3 acre tract of land described as "Tract One" in a deed dated September 29, 1980 from Evelyn Wunderlich, et al to Franklin Williams, et ux, as recorded in Volume 563, Page 792, Deed Records of Fayette County, Texas, from which a 1/2 inch iron rod found bent, bears North 16° 56' 56" East, 1.39 feet;

THENCE South 41° 32' 28" West [called South 43° West, Vol. 564, Pg. 453, D.R.F.C.T.] with the Southeast line of the herein described tract, same being the Northwest line of the residue of said 50-1/3 acre tract and the Northwest line of a called 2,000 acre tract of land described in a deed dated May 6, 2011 from Franklin Williams, et ux to Augustin Guevara, as recorded in Volume 1565, Page 297, Official Records of Fayette County, Texas, at 828.93 feet passing a 1/2 inch iron rod found bent for the Westerly corner of said 2,000 acre tract, being the Northerly corner of a called 1.00 acre tract of land described in a deed dated September 10, 1999 from Edie Nolan Vaughn, et ux to Augustin Guevara, as recorded in Volume 1074, Page 38, Official Records of Fayette County, Texas, at 829.06 feet passing a 1/2 inch iron rod found 3.60 feet left of line, continuing with the Northwest line of said 1.00 acre tract at 905.39 feet passing a 1/2 inch iron rod found 3.01 feet left of line, continuing with the Northwest line of a called 1 acre tract of land described in a deed dated August 6, 2021 from Kwasu Badiko, et ux to Talat Tekin, as recorded in Volume 2007, Page 694, Official Records of Fayette County, Texas, for a total distance of 1133.84 feet to a 5/8 inch iron rod set w/cap in the Northeast line of F.M. Highway No. 1291 (R.O.W. Varies) for the Southernmost corner of the herein described tract, same being the West corner of said 1 acre tract, also being the East corner of a called 0.64 acre tract of land described in a deed dated September 2, 1950 from August H. Bosshard to State of Texas, as recorded in Volume 246, Page 142, Deed Records of Fayette County, Texas, from which a 1 inch iron pipe found for the South corner of said 1.00 acre tract, bears South 47° 50' 18" East, 305.70 feet;

THENCE with the Southwest line of the herein described tract, same being the Northeast line of said F.M. Highway No. 1291, the Northeast line of said 0.64 acre tract, and the Northeast line of a called 1.04 acre tract of land described in a deed dated September 12, 1950 from A.C. Liewert, et al, to State of Texas, as recorded in Volume 246, Page 175, Deed Records of Fayette County, Texas, the following courses and distances:

- North 47° 50' 18" West (called North 49° 51' West as per TxDot R.O.W. Map) a distance of 477.18 feet to a 5/8 inch iron rod set w/cap for a Southwest corner of the herein described tract;
- North 49° 10' 41" West (called North 51° 06' West as per Vol. 246, Pg. 175, D.R.F.C.T.) a distance of 2606.00 feet to a 5/8 inch iron rod set w/cap for the Westernmost corner of the herein described tract, from which a 5/8 inch iron rod previously set w/cap bears North 49° 10' 41" West a distance of 469.79 feet;

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

- North 40° 49' 19" East a distance of 607.43 feet to a 5/8 inch iron rod set w/ cap for a Northerly corner of the herein described tract;
- South 49° 10' 41" East a distance of 297.01 feet to a 5/8 inch iron rod set w/ cap for an interior Northerly corner of the herein described tract;
- South 48° 42' 05" East a distance of 267.95 feet to a 5/8 inch iron rod set w/ cap for an interior Northerly corner of the herein described tract, and lying in the Northwest line of the aforementioned 65.9 acre tract;

THENCE North 41° 05' 23" East along an interior Northerly line, same being the Northwest line of the residue of said 65.9 acre tract, 529.16 feet to a 5/8 inch iron rod set w/ cap for the North corner of the herein described tract, same being the West corner of the aforementioned 47.734 acre tract, from which a rock found, bears North 48° 27' 16" West, 1.52 feet, also from which a concrete monument found for reference, bears North 41° 05' 23" East, 217.61 feet;

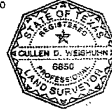
THENCE South 48° 27' 32" East [called South 47° East, Vol. 554, Pg. 453, D.R.F.C.T.] along a Northeast line of the herein described tract, same being the Southwest line of said 47.734 acre tract, at 2176.53 feet passing a 1/2 inch iron rod found for reference 1.01 feet left of line, continuing for a total distance of 2529.80 feet (called 907.6 verses) to the POINT OF BEGINNING, containing 72.76 TOTAL ACRES of land, more or less.

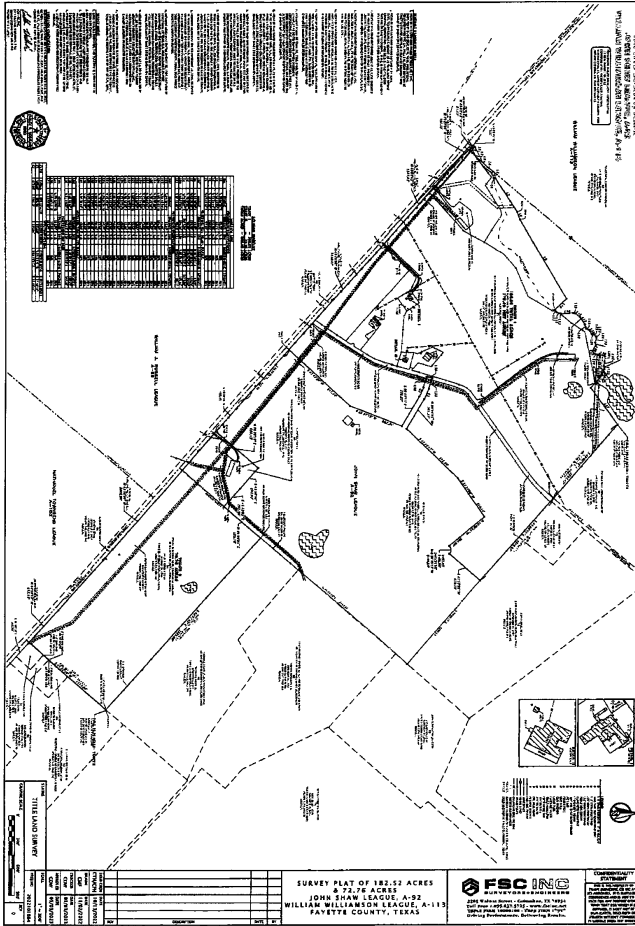
1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 [EPOCH: 2010]
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999917564046.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long 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. Weisbuhn
Registered Professional Land Surveyor No. 6850
Project No. 2022101664
Word File: 2022101664_72.76_acre_m&b.docx
ACAD File: 2022101664_1 & 11.dwg

Date: May 3, 2023





INST. #23-02974
 Vol:2093 Page:761

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.

CITIZEN STATE BANK

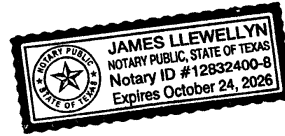
By: Michael Bank
Name: Michael Bank
Title: Executive VP

STATE OF TEXAS
COUNTY OF WASHINGTON

§
§
§

This instrument was acknowledged before me on the 18 day of MAY 2023, by MICHAEL BANK EXEC VP, of CITIZENS STATE BANK on behalf of said of said entity and in the capacity therein stated.

[Signature]
Notary Public in and for the State of Texas



5/19/2023 2:30:51 PM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK
Stamp: 23 Page(s)



[Signature]