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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 9, 2019
Grantor: Barbara L. Johnson and Charles G. Johnson, Successor Co-Trustees of The Lake Bossey Trust
Grantor's Mailing Address: P.O. Box 151, Hardin, Texas 77561
Grantee: Justin Starr and spouse, Megan Starr
Grantee's Mailing Address: 5922 Thom Road, Humble, Texas 77346

Consideration:

Cash and a promissory note in the principal amount of Seventy-One Thousand Four Hundred Twenty-Four and no/100 Dollars (\$71,424.00) executed by Grantee, payable to the order of Capital Farm Credit, FLCA. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first lien deed of trust from Grantee to Ben R. Novosad, trustee.

Property (including any improvements):

The real property located in Liberty County, Texas described in the attached Exhibit "A".

Affected Property Owners: All the owners of tracts or parcels of land lying and situated in Liberty County, Texas located in the Amos Green Survey, Abstract No. 41, Liberty County, Texas, and being a part or portion of that certain 100 acre tract, called Tract Two as recorded in Volume 700, Page 171, Deed Records, Liberty County, Texas.

Restrictions: All those restrictions, covenants, and conditions set forth in the attached Exhibit "B".

Reservations from Conveyance:

None.

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Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

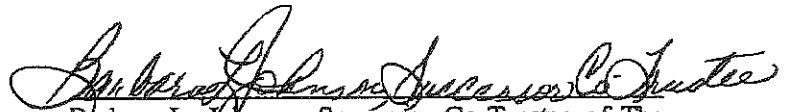
Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and

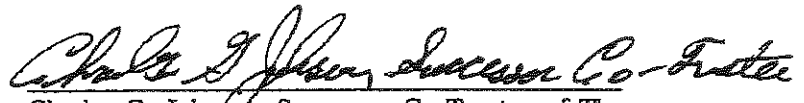
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the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

Capital Farm Credit, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Capital Farm Credit, FLCA and are transferred to Capital Farm Credit, FLCA without recourse against Grantor. The vendor's lien against and superior title to the Property are retained until the promissory note is fully paid according to the terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.


Barbara L. Johnson, Successor Co-Trustee of The
Lake Bossey Trust


Charles G. Johnson, Successor Co-Trustee of The
Lake Bossey Trust

JSC 9.06.19 pw

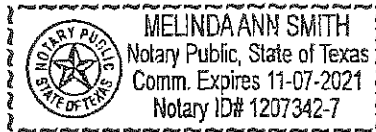
THE STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me on the 9 day of September, 2019 by Barbara L. Johnson, Successor Co-Trustee of The Lake Bossey Trust.



Notary Public, State of Texas



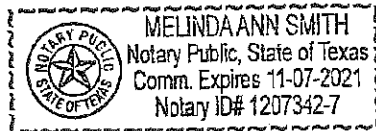
THE STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me on the 9 day of September, 2019 by Charles G. Johnson, Successor Co-Trustee of The Lake Bossey Trust.



Notary Public, State of Texas



AFTER RECORDING PLEASE RETURN TO:

Tarver Abstract Co.
400 Main Street
Liberty, Texas 77575

Legal description of land:

TRACT 1:

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 5.12 ACRES SITUATED IN THE AMOS GREEN SURVEY, ABSTRACT No. 41, LIBERTY COUNTY, TEXAS, AND BEING OUT OF A CALLED 100 ACRE TRACT, CALLED TRACT TWO AS RECORDED IN VOLUME 700, PAGE 171, DEED RECORDS LIBERTY COUNTY, TEXAS; SAID 5.12 ACRE TRACT BEING OUT OF LAKE FOREST SUBDIVISION, SECTION 3 AS RECORDED IN VOLUME 5, PAGE 52, MAP RECORDS LIBERTY COUNTY, TEXAS AND LAKE FOREST SUBDIVISION, SECTION 4 AS RECORDED IN VOLUME 5, PAGE 53, MAP RECORDS LIBERTY COUNTY, TEXAS AND CANCELED PER VOLUME 1281, PAGE 173, OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a point in the west margin of State Highway No. 146 (100 foot R.O.W.) for the northeast corner of said 100 acre tract, same being the northeast corner of a called 3.76 acre tract as recorded in Liberty County Clerk's File No. 2017004583, from which a found 1-1/4 inch iron pipe bears: South 85 degrees 22 minutes West, a distance of 1.2 feet;

THENCE South 10 degrees 14 minutes 31 seconds West, a distance of 1436.57 feet (called South 13 degrees 58 minutes 00 seconds West) with the west margin of said State Highway No. 146, same being the east line of said 100 acre tract to a 1/2 inch iron rod with cap found in the north margin of Lake Mossey Drive (60 foot R.O.W.) for the southeast corner of a called 1.51 acre tract as recorded in Liberty County Clerk's File No. 2009007842;

THENCE North 81 degrees 12 minutes 28 seconds West, a distance of 620.00 feet (called North 77 degrees 21 minutes 00 seconds West) with the north margin of said Lake Mossey Drive, same being the south line of said 1.51 acre tract and Lot 6, Lot 7 and Lot 8, Block 4 of said Lake Forest Subdivision, Section 3 as recorded in Liberty County Clerk's File No. 2007004416 to a 1/2 inch iron rod found for the south corner and POINT OF BEGINNING of this herein described tract, from which a found 1/2 inch iron rod bears: North 75 degrees 47 minutes East, a distance of 3.9 feet;

THENCE North 66 degrees 38 minutes 32 seconds West, a distance of 60.00 feet (called North 62 degrees 47 minutes 00 seconds West) across said 100 acre tract, same being the north margin of said Lake Mossey Drive to a 5/8 inch iron rod set for a corner of this herein described tract;

THENCE across said 100 acre tract, around a curve in a counterclockwise direction, having an arc distance of 75.40 feet, a radius of 60.00 feet, and a chord of North 45 degrees 39 minutes 06 seconds West, a distance of 70.53 feet to a 5/8 inch iron rod set for a corner of this herein described tract;

THENCE North 19 degrees 05 minutes 28 seconds West, a distance of 512.13 feet across said 100 acre tract to a 5/8 inch iron rod set for a corner of this herein described tract;

THENCE North 77 degrees 30 minutes 36 seconds West, a distance of 224.14 feet across the lake area of Lake Forest Subdivision, Unit 1 as recorded in Volume 6, Page 72, Map Records Liberty County, Texas out of said 100 acre tract to a point for a corner of this herein described tract;

THENCE North 55 degrees 16 minutes 56 seconds West, a distance of 18.65 feet across said lake area to a point for a corner of this herein described tract;

THENCE North 46 degrees 58 minutes 02 seconds East, a distance of 12.58 feet across said lake area to a point for a corner of this herein described tract;

THENCE South 81 degrees 32 minutes 19 seconds East, a distance of 247.57 feet across said lake area to a point for a corner of this herein described tract;

THENCE North 14 degrees 25 minutes 14 seconds East, a distance of 32.60 feet across said lake area to a



point for a corner of this herein described tract;

THENCE North 27 degrees 18 minutes 24 seconds West, a distance of 11.27 feet across said lake area to a point for a corner of this herein described tract;

THENCE North 72 degrees 30 minutes 50 seconds West, a distance of 288.23 feet across said lake area to a point for a corner of this herein described tract;

THENCE North 30 degrees 54 minutes 02 seconds East, a distance of 24.29 feet across said lake area to a point for a corner of this herein described tract;

THENCE South 71 degrees 59 minutes 53 seconds East, a distance of 285.58 feet across said lake area to a point for a corner of this herein described tract;

THENCE North 72 degrees 03 minutes 28 seconds East, a distance of 19.81 feet across said lake area to a point for a corner of this herein described tract;

THENCE North 31 degrees 55 minutes 03 seconds East, a distance of 103.80 feet across said lake area to a 5/8 inch iron rod with cap found for a corner of a called 6.26 acre tract as recorded in Liberty County Clerk's File No. 2019002143, same being a corner of this herein described tract;

THENCE South 62 degrees 04 minutes 18 seconds East, a distance of 227.88 feet with the common line of said 6.26 acre tract to a 1/2 inch iron pipe found for a corner of this herein described tract, from which a found 1/2 inch iron pipe bears: South 83 degrees 53 minutes East, a distance of 47.2 feet;

THENCE South 82 degrees 58 minutes 12 seconds East, a distance of 164.20 feet with the common line of said 6.26 acre tract to a 1/2 inch iron pipe found for the northeast corner of this herein described tract, from which a found 1/2 inch disturbed iron pipe bears: South 82 degrees 58 minutes 12 seconds East, a distance of 54.9 feet;

THENCE South 08 degrees 34 minutes 26 seconds West, a distance of 119.87 feet with the common line of said 6.26 acre tract to a 3/4 inch iron pipe found for a corner of this herein described tract, from which a found 3/4 inch iron pipe bears: South 07 degrees 20 minutes West, a distance of 9.6 feet;

THENCE South 08 degrees 28 minutes 41 seconds West, a distance of 359.13 feet (called South 12 degrees 15 minutes 00 seconds West) with the west line of a called 1.1034 acre tract as recorded in Volume 1973, Page 517, Official Public Records Liberty County, Texas and a called 1.8833 acre tract as recorded in Liberty County Clerk's File No. 2004016805 to a 3/4 inch iron pipe found for a corner of this herein described tract;

THENCE North 81 degrees 09 minutes 51 seconds West, a distance of 98.79 feet (called North 77 degrees 21 minutes 00 seconds West) with the north line of said Lot 7 and Lot 8, Block 4 of said Lake Forest Subdivision, Section 3 to a 1/2 inch iron pipe found for a corner of this herein described tract;

THENCE South 10 degrees 15 minutes 48 seconds West, a distance of 160.47 feet (called South 13 degrees 58 minutes 00 seconds West, a distance of 160.00 feet) with the west line of said Lot 8, Block 4 of said Lake Forest Subdivision, Section 3 to the POINT OF BEGINNING and containing 5.12 acres.

TRACT 2:

**EASEMENT
1.19 ACRES**

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1.19 ACRES SITUATED IN THE AMOS GREEN SURVEY, ABSTRACT No. 41, LIBERTY COUNTY, TEXAS, AND BEING OUT OF A CALLED 100 ACRE TRACT, CALLED TRACT TWO AS RECORDED IN VOLUME 700, PAGE 171, DEED RECORDS LIBERTY COUNTY, TEXAS; SAID 1.19 ACRE TRACT BEING OUT OF LAKE FOREST SUBDIVISION,

SECTION 3 AS RECORDED IN VOLUME 5, PAGE 52, MAP RECORDS LIBERTY COUNTY, TEXAS AND CANCELED PER VOLUME 1281, PAGE 173, OFFICIAL PUBLIC RECORDS LIBERTY COUNTY, TEXAS AND PART OF LAKE MOSSEY DRIVE (60 FOOT R.O.W. PER VOLUME 5, PAGE 52, MAP RECORDS LIBERTY COUNTY, TEXAS) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a point in the west margin of State Highway No. 146 (100 foot R.O.W.) for the northeast corner of said 100 acre tract, same being the northeast corner of a called 3.76 acre tract as recorded in Liberty County Clerk's File No. 2017004583, from which a found 1-1/4 inch iron pipe bears: South 85 degrees 22 minutes West, a distance of 1.2 feet;

THENCE South 10 degrees 14 minutes 31 seconds West, a distance of 1436.57 feet (called South 13 degrees 58 minutes 00 seconds West) with the west margin of said State Highway No. 146, same being the east line of said 100 acre tract to a 1/2 inch iron rod with cap found in the north margin of said Lake Mossey Drive for the southeast corner of a called 1.51 acre tract as recorded in Liberty County Clerk's File No. 2009007842, same being the northeast corner and POINT OF BEGINNING of this herein described tract;

THENCE South 10 degrees 14 minutes 31 seconds West, a distance of 60.00 feet with the west margin of said State Highway No. 146, same being the east line of said 100 acre tract to a 5/8 inch iron rod set in the south margin of said Lake Mossey Drive for the southeast corner of this herein described tract, from which a found 1/2 inch iron pipe bears: North 81 degrees 12 minutes 28 seconds West, a distance of 340.0 feet;

THENCE North 81 degrees 12 minutes 28 seconds West, a distance of 620.00 feet (called North 77 degrees 21 minutes 00 seconds West) with the south margin of said Lake Mossey Drive, same being the north line of Lot 3, Lot 4 and Lot 5 of Lake Forest Subdivision, Unit 1 as recorded in Volume 6, Page 72, Map Records Liberty County, Texas and across said 100 acre tract to a 1/2 inch disturbed iron pipe found for a corner of this herein described tract, from which a found 1/2 inch iron pipe bears: South 81 degrees 12 minutes 28 seconds East, a distance of 140.4 feet;

THENCE North 67 degrees 25 minutes 00 seconds West, a distance of 70.21 feet (called North 63 degrees 48 minutes 00 seconds West) across said 100 acre tract to a 5/8 inch iron rod set for a corner of this herein described tract, from which a found 1/2 inch iron pipe bears: North 67 degrees 25 minutes 01 seconds West, a distance of 44.1 feet;

THENCE across said 100 acre tract, around a curve in a clockwise direction, having an arc distance of 62.23 feet, a radius of 60.00 feet, and a chord of North 20 degrees 03 minutes 40 seconds East, a distance of 59.48 feet to a 5/8 inch iron rod set for a corner of a 5.12 acre tract surveyed this day out of said 100 acre tract, same being a corner of this herein described tract;

THENCE across said 100 acre tract, same being the common line of said 5.12 acre tract, around a curve in a clockwise direction, having an arc distance of 75.40 feet, a radius of 60.00 feet, and a chord of South 45 degrees 39 minutes 06 seconds East, a distance of 70.53 feet to a 5/8 inch iron rod set for a corner of said 5.12 acre tract, same being a corner of this herein described tract;

THENCE South 66 degrees 38 minutes 32 seconds East, a distance of 60.00 feet (called South 62 degrees 47 minutes 00 seconds East) across said 100 acre tract, same being the common line of said 5.12 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.12 acre tract, same being a corner of this herein described tract, from which a found 1/2 inch iron rod bears: North 75 degrees 47 minutes East, a distance of 3.9 feet;

THENCE South 81 degrees 12 minutes 28 seconds East, a distance of 620.00 feet (called South 77 degrees 21 minutes 00 seconds East) with the north margin of said Lake Mossey Drive, same being the south line of Lot 8, Lot 7 and Lot 6, Block 4, of said Lake Forest Subdivision, Section 3 as recorded in Liberty County Clerk's File No. 2007004416 and said 1.51 acre tract to the POINT OF BEGINNING and containing 1.19 acres.

Reservations from and Exceptions to Conveyance and Warranty

WHEREAS, Seller desires to subject the said 5.12 acres (more or less) of land with additional land as may hereinafter be made subject hereto, to the conditions, covenants, easements and reservations and warranty to the Contract and/or Deed between Buyer and Seller hereinafter set forth, for the benefit of the said acres, additions thereto Owner, and the Seller thereof.

1. Definition of Terms

"Seller" means Lake Bossey Trust, its successors and assigns.

"Owner" means the Buyer of the said 5.12 acres, shown above.

"Dwelling" means a structure or structures intended for residential use.

"Homesite" means the said acreage tract upon which a single family Dwelling may be erected.

"Lake" means all real property owned in fee or held in easement by the Seller (Lake Bossey Trust) held for the common use and enjoyment of the Owners as shown in Exhibit "B," attached hereto and incorporated herein for all intents and purposes.

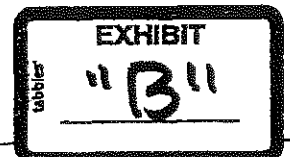
"Lake-front acreage tract" is the said 5.12 acreage tract, described above, purchased by the Owner, even if an easement is between the said acreage tract and the Lake. (Said easement is described in # 4 herein below.

"Property" means the said 5.12 acres, shown above.

"De-annexation of Property" means the Seller, without the joinder of any Owners and/or any other Owners, may de-annex from the said _____ acres any property owned by the Seller (the Lake).

2. Uses Permitted and Non-Permitted

Homesite within the said 5.12 acres (more or less) shall be used exclusively for single-family residential purposes only. The term "Single Family" as used herein shall refer to not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single Family shall mean the use of, and improvement to, a Lake front acreage tract with no more than one building for and containing facilities for living, sleeping,



cooking, and eating therein. In no case may the Lake front acreage tract contain more than one Dwelling. No multi-family Dwellings may be constructed on said tract. No building, outbuilding, or portion thereof shall be constructed for income property, such that tenants would occupy less than the entire Home site and/or acreage tract. It is permitted for tenants to lease a residence on this acreage tract, so long as tenants are leasing the entire land and improvements comprising the Home site.

No residence shall be occupied by more than one single family.

By way of illustrations, the following charts each depict an example of an approved single family.

For purposes of these examples, the Owner(s) are considered the control level, which establishes the other approved residents.

EXAMPLE NO 1 No more than a total of 2 parents of the control level

| | | |
|-----------------------|------------|-----------|
| <u>Control Level:</u> | One Person | One |
| Husband & Wife | Not So | Household |
| | Related | Employee |

Children of Husband and Wife

EXAMPLE NO 2 No more than a total of 2 parents of the control level

| | |
|-----------------------|---------------|
| <u>Control Level:</u> | One Household |
| Roommate One | Employer |
| Roommate Two | |

Children of either of both Roommates

It is not the intent of this provision to exclude from the Lake front acreage tract any individual who is authorized to so remain by any state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

No multifamily Dwelling may be constructed on the said Lakefront acreage tract.

~~No trailer, mobile home, camper, or other movable type building shall be placed on said Lakefront acreage tract permanently. Permanently meaning more than three weeks in any given month.~~

No business of any other type, kind or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried out on said acreage.

No trade or business may be conducted in or from any Dwelling or Homesite, except that residential use within a Dwelling so as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling, (b) the business activity conforms to all zoning requirements and other

restrictive covenants applicable to the said Lake-front acreage tract, (c) the business activity does not involve visitation of the Dwelling or Homesite by clients, customers, suppliers or other business inviters or door-to-door solicitations of residents within the neighborhood; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents contiguous to the said Property, as may be determined in the sole discretion of the Seller. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barbershop or other similar facility is expressly prohibited.

The term "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacturer or provision of goods for or to persons other than the provider's family, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefore.

Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Provision. This Provision does not apply to any activity conducted by the Seller or by a builder with respect to its development and/or sale of the said Property.

3. Garbage and Trash Collection

All trash, garbage, rubbish, debris, excess or unused materials or supplies shall be disposed of immediately off the said acreage, or stored out of view until trash collection occurs. In addition, trash, garbage or other waste, etc. shall be promptly burned or hauled away. Said acreage shall not be used as a dumping ground for the said trash, garbage, rubbish, debris, excess or unused materials or supplies.

4. Notice of Easement For Lake Maintenance and Flood Waters

Seller reserves for itself and its successors assigns and designees the non-exclusive right and easement or right of way, but not the obligation, to enter upon the contiguous Lake side boundary line of said Lakefront acreage tract for the purposes to construct, ~~maintain or repair any dam or other structure or areas retaining water therein and to~~ remove trash and other debris from the said water front or from the lake itself. The Sellers and their assigns or designees shall have an access easement over and across any of the Properties contiguous too, abutting or containing any portion of any of the Lake, or other bodies of water to the extent reasonably necessary to exercise their rights under this Provision. Owners of the said acreage are advised that the Lake owned by the Sellers are not obligated to maintain the Lake or said waterfront in any way. Owners hereby agree to hold harmless the Sellers, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Lake and said waterfront and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to

the Sellers for any incidental noise, visibility of the Lake, and/or traffic which may occur due to the existence of the Lake. Owners hereby acknowledge that the Sellers, agents, employees, the Sellers or any successor Sellers have made no representations or warranties nor has Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances and/or future change in use of the Lake or water front, and/or from any wild life (i.e. nutria, beaver, otter, alligator, snakes, domesticated and undomesticated animal species, including plants, fungi, and other organisms that grow or live wild in an area without being introduced by humans) that may become a part of the Lake or surrounding properties.

5. Signs

No signs of any kind shall be displayed to the public view on this Lakefront acreage tract except for a sign advertising the property for sale by Owner, or as a sign used by a builder to advertise the property during the construction and sales period of a NEW home.

6. Building Type and Size

Any newly constructed single-family residence must contain a minimum of One thousand five hundred (1500) square feet of living area which shall not include porches, patios, garages or non-air conditioned areas. Barns, stables, and any out buildings shall not be included in the said 1500 square footage. Garages may be built attached to or separate from the residence. All buildings shall have either concrete slabs or solid pier and beam foundations and no concrete block or brick pier foundations shall be used with void spaces between piers along the front sides of unit. No building shall be erected off the premises and moved onto said Lakefront acreage tract.

7. Temporary Structure

No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon the said acreage tract as either temporary or permanent residence.

8. Sanitary Sewer

Septic tanks or individual sewer systems must be used in the said Property for the disposal of waste materials as a sanitary sewer system and shall be constructed in such a manner as to meet the Texas Commission of Environmental Quality Requirements know as the:

- Texas Health and Safety Code, Chapter 366. On-Site Sewage Disposal Systems.
- On-Site Sewage Facility Rules, Title 30, TAC Chapter 285. On-Site Sewage Facilities.

Licenses and Responsibilities, Title 30, Subchapters A and G
Licenses and Responsibilities, and further
to follow any other information required by the Liberty County On-Site
Sewage Facilities (OSSF) requirements.

No open or pit type toilets, cess pools or other means of disposal, which retain sanitary waste or the effluent therefrom upon the Property, shall be installed or used at any place in this Property at any time. No septic tank shall be allowed to drain into road ditches or any portion of the Lake or Lake area or adjoining properties.

9. Nuisances

No nuisances shall be maintained nor any noxious or offensive activity carried on, on this Property, nor shall anything be done thereof which may or might become a nuisance to the surrounding area.

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the resident of the surrounding neighborhood.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No speaker, radio, horn, whistle, bell, or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state, or local regulation.

It shall be the responsibility of the Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her homesite.

10. Lake Rules and Regulations

The Seller expressly reserves the right to regulate the use of the Lake, with the rules and regulations as set out by the Seller. Any violation of such rules and regulations shall forfeit the right of said owner to the use of said area. Notice of disapproval shall be delivered in person or certified mail, addressed to the Owner's last known address, and which said notice will set forth in detail the elements disapproved and the reason thereof, such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the Seller shall in all things be final. By accepting this Contract and/or Deed, the Lake-front acreage

owner has the right to use said areas, ONLY in accordance with the promulgated rules and regulations set by the Seller and including those set out below and any other rules and regulations added by the Seller in the future;

a. Size limit on certain fish and/or catch-and-release only for certain fish at different times of the year.

b. No guest or guests of any Lake front owner will be allowed the use of the above-described premises in the absence of said Lakefront acreage owner. In addition, Seller expressly states that the lake is for the use and benefit of the Lakefront acreage owner and his or her guest, family or invites. Seller assumes no liability whatsoever for the use thereof by the Lakefront acreage owner and his or her guests, their families and/or invites.

c. No gasoline motors are permitted and only electric motors will be permitted on any type of boat which is to be used and/or maintained by the Lakefront acreage owner or used by any guests. No speedboats will be permitted at any time. Paddleboats and canoes are permissible. No water skiing or any other type of water sports will be allowed at any time.

d. No floating barges, pontoon type floats, or floats of any kind shall be allowed in said Lake at any time.

e. No nets, traps, or commercial type devices of any kind or type shall be permitted to be used in said lake at any time whatsoever.

f. Multi-ownership of the said Lake front acreage site, other than husband and wife ownership, will permanently exclude and revoke such owners from us of the said Lake, including, but not limited to any future owners, if said Lake front acreage tract is sold to any future owners after the permanent use of the existing Lake front acreage owners has been excluded and revoked.

g. Owner, his or her guests, their families and/or invites shall not use any "gold fish, carp, or shad" for fishing bait at any time.

h. Owner shall not appropriate any portion of the Lake or any improvements thereon for his or her own exclusive use. Any Owner or his or her guests, family or invitees that cause damage to the Lake shall be financially responsible for said damage. The cost of repair, if not timely paid by the Owner (within 30 days) shall be assessed against the Owner's Property (Homesite) and secured by lien filed on said acreage site.

i. The Seller shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Lake, ponds, or other bodies of water within or adjacent to the Lake front acreage tract. The Sellers shall have the right, but not the obligation, to permit others to utilize the Lake subject to rules and regulations promulgated for that purpose.

j. Notwithstanding the foregoing, the Seller, any of its heirs, successors or assigns shall use and regulate the use of the Lake for any other purpose deemed appropriate by the Sellers, subject to the easement agreement affecting such use. The Seller's rights under this Provision shall be superior to any right of the Owner.

k. The Seller has the authority to promulgate these reasonable rules and regulations of the Lake and/or any future rules and regulations that the Seller may deem necessary for the use and enjoyment of the Lake area. These rules and regulations may change as found necessary and appropriate in the Seller's sole discretion and shall be amended from time to time, and shall be binding and enforceable against the Owner in the same manner as any other provision of this Reservations from and Exceptions to Conveyance and Warranty. The Owner will be notified in person or by certified mail to the Owners last know address of any future rules and regulation changes. Any judgment of the Seller for any future rules and regulations changes of the Lake shall be final, with no prior approval from the Owner.

11. Firearms Restrictions

No hunting, target practicing, shooting, or displaying of any firearms of any type will be permitted around, or on said Lake, including B-B guns, pellet guns and air rifles or pistols.

12. Violation of Reservations from and Exceptions to Conveyance and Warranty

Should the parties hereto, or any of their heirs or assigns violate or attempt to violate any of the Reservations from and Exceptions to Conveyance and Warranty herein, it shall be lawful for the Seller to prosecute at any proceeding of law or in equity against the person or persons violating or attempting to violate any such Reservations from and Exceptions and Warranty; and preventing him or them from so doing; and/or to recover damages, legal fees or other costs for such violations, and/or to be able to file liens on property owned for said costs by the parties heretofore mentioned for such violations.

These Reservations from and Exceptions to Conveyance and Warranty shall begin with the execution of this Contract and/or Deed and pass with title to the land (regardless of any method of conveyance) to any Owner, subsequent grantee, successor, or assignee of the Owners.

13. Conveyance of Fractional Interest

No portion of the said Lake front acreage tract (less than the whole thereof) shall be sold, assigned, or conveyed, nor shall any undivided interest, less than the whole, ever be sold, assigned or conveyed by any owner of said premises, unless the purchaser thereof purchases the entire acreage tract. In the event of a violation of the foregoing violation of the foregoing provision, then all owners of said premises so sold shall automatically, without further action on the part of anyone, forfeit their right to the

use of the Lake front acreage tract and land contiguous to the said tract, including, but not limited to, the Lake.

14. Grading and Drainage

Topography of the said Property must be maintained with proper grading and drainage systems such that runoff water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other areas on the Property. Any said drainage systems or runoff water, etc. shall not, in any way, be diverted away from the Lake, as the existing drainage systems and runoff water, etc. are what continually fills the Lake on an annual basis.

Owners causing (either directly or indirectly) erosion or other incident damage to personal or real property due to inadequate or defective grading or drainage measures on the said Homesite and the remainder of the Property, or to the Lake, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property, including the Lake.

Owners shall be responsible for ensuring that all local, state, and federal rules and regulations regarding drainage and run-off are met.

15. Arbitration All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Texas. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney's fees. Any such arbitration shall be conducted by an arbitrator experienced in the legal profession and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

16. RELEASE FROM RESPONSIBILITY FOR PARTICIPATING IN AN INHERENTLY DANGEROUS ACTIVITY

IN ACCEPTING THIS CONTRACT AND/OR DEED, THE OWNER(S), FOR HIMSELF, HIS SPOUSE, LEGAL REPRESENTATIVE, HEIRS, ASSIGNS, HIS OR HER GUESTS, THEIR FAMILIES AND/OR INVITES (ET AL) HEREBY RELEASES, WAIVES, AND DISCHARGES THE SELLER, LAKE BOSSEY TRUST, ITS TRUSTEES, GRANTORS, HEIRS, SUCCESSORS, ASSIGNS AND EMPLOYEES (ET AL) FROM ANY AND ALL LIABILITY FOR ALL DAMAGE, AND ANY CLAIM OR DAMAGES RESULTING THEREFROM, ON ACCOUNT OF INJURY TO OWNER'S PERSON OR PROPERTY, EVEN INJURY RESULTING IN DEATH OF THE OWNER, ET ALL, WHETHER CAUSED BY THE NEGLIGENCE OF THE SELLER OR OTHER WISE, WHILE THE OWNER IS FISHING, BOATING, SWIMMING OR PARTICIPATING IN ANY ACTIVITY WHILE ON OR NEAR THE PROPERTY OWNED BY LAKE BOSSEY TRUST, ITS TRUSTES, GRANTORS, HEIRS, SUCCESSOR OR ASSIGNS.

OWNER (ET AL) AGREES TO INDEMNIFY THE SELLER (ET AL), AND EACH OF THEM FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COST INCLUDING ATTORNEY'S FEES, THEY MAY INCUR DUE TO THE PRESENCE OF OWNER IN OR UPON PREMISES OWNED BY THE SELLER, WHETHER CAUSED BY THE NEGLIGENCE OF THE SELLERS OR OTHERWISE.

OWNER (ET AL) ACKNOWLEDGES THAT THERE IS A RISK INVOLVED IN FISHING, BOATING, SWIMMING OR PARTICIPATING IN ANY ACTIVITY WHILE ON OR NEAR THE PROPERTY OWNED BY LAKE BOSSEY TRUST, AND THAT INJURIES RESULT THEREFROM, INCLUDING PERMANENT DISABILITY AND DEATH FROM TIME TO TIME, AND THAT THESE ACTIVITIES ARE THEREBY INHERENTLY DANGEROUS. OWNER (ET AL) HEREBY ASSUMED FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, ON PROPERTY OWNED BY SELLER, WHILE BEING PRESENT AT ANY ACTIVITY ON THE SELLERS PROPERTY.

OWNER (ET AL) EXPRESSLY AGREES THAT THIS RELEASE, WAIVER, AND ENDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL NOTWITHSTANDING CONTINUE IN FULL LEGAL FORCE AND EFFECT.

The undersigned does hereby acknowledge the terms and conditions of the above Reservations from and Exceptions to Conveyance and Warrant and agrees to the provisions contained herein.

[Signature]
BUYER

[Signature]
BUYER

STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me by the Buyer, Justin Starr and the Buyer, Megan Starr on this 9 day of September, 2019.



[Signature]
Notary Public - State of Texas

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**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lee Haidusek Chambers



Lee Haidusek Chambers, County Clerk

Liberty County Texas

September 10, 2019 02:22:26 PM

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