

TO BE RECORDED IN
HOPKINS COUNTY, TEXAS

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR
RIDGEWAY RANCHES**

NOTICE TO PURCHASER: RIDGEWAY RANCHES (THE "SUBDIVISION") IS A RESTRICTED COMMUNITY. THIS DOCUMENT AFFECTS YOUR RIGHT TO USE THE PROPERTY YOU ARE PURCHASING. BY PURCHASING PROPERTY IN THE SUBDIVISION, YOU ARE BOUND BY ALL OF THE TERMS OF THIS DOCUMENT, INCLUDING ANY DESIGN GUIDELINES NOW OR HEREAFTER ADOPTED AND THE RULES AND REGULATIONS INCORPORATED HEREIN.

This Declaration of Covenants, Conditions, Restrictions and Easements (this "**Declaration**") is made and entered into to be effective as of December 1, 2022 by TSSF, LLC, a Texas LIMITED LIABILITY COMPANY (together with its successors and assigns, "**Declarant**").

RECITALS

A. Declarant owns all of the 129.470 acres, more or less (the "**Property**") in HOPKINS County, Texas, more particularly described by metes and bounds on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Subdivision**") and depicted on the survey for the Subdivision (collectively, the "**Survey**") attached hereto as **Exhibit B** and incorporated herein by this reference, such Survey recorded in HOPKINS County, Texas.

B. The Property has been or is to be subdivided pursuant to the Survey. Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of lots therein.

C. Declarant desires to adopt, establish, promulgate, and impress upon the Property the following reservations, covenants, restrictions, conditions, easements, assessments, and liens for the benefit of the Declarant, the Association (as hereinafter defined), the Property, and the present and future owners (as hereinafter defined) of the Property.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Recitals set forth above shall be a part of this Declaration and all the Property and each of the Lots (as hereinafter defined) which comprise the Property shall, to the fullest extent lawful, be held, sold, and conveyed subject to the following reservations, covenants, restrictions, conditions, easements, assessments, and liens (collectively the "**Restrictions**" and the Restrictions shall run with the Property and each of the Lots and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any Lot or any part thereof, and shall inure to the benefit of Declarant, the present and future owner(s) of the Property, the Association, and their respective heirs, successors, executors, administrators, and assigns. THE RESTRICTIONS SHALL BE DEEMED INCORPORATED INTO EACH DEED COVERING THE PROPERTY OR ANY LOT OR ANY PART THEREOF AS IF SET OUT FULLY IN SUCH DEED.

ARTICLE 1

DEFINITIONS

1.1 Specific Definitions. The following words when used in this Declaration, or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

"Association" shall mean a Texas non-profit corporation to be formed and to act as a property owners association named RIDGEWAY RANCHES Property Owners Association, Inc. (or such other name as Declarant shall select), its successors and assigns. Until formation of the Association, Declarant shall have all the rights, powers, and authority of the Association, but not the obligations of the Association, unless specifically assumed herein.

"Board" shall mean the Board of Directors of the Association.

"Building Code" shall mean the applicable municipal building code and all related codes and ordinances or, if there is no applicable municipal building code, the International Residential Code 2000, as amended, supplemented, or replaced from time to time.

"Bylaws" shall mean the Bylaws of the Association adopted by the Board of Directors of the Association, which shall be one of the governing documents.

"Common Properties" shall mean the entrances and landscaping thereof, and any and all other areas of land within the Property which are described or designated as common green, common areas, recreational easements, greenbelts, open spaces or private roads on any recorded subdivision Survey of the Property or other instrument or intended for or devoted to the common use and enjoyment of the Owners of the Association, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. There may or may not be Common Properties at the Property. Declarant may hold record title to all or any portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time, and at a point in time (deemed appropriate and reasonable by Declarant), record title to the Common Properties will be transferred from Declarant to the Association.

"Declarant" shall mean the "Declarant" named above and its successors or assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as amended from time to time as provided herein.

"Initial Owner" shall mean the first purchaser from Declarant of each Lot.

"Lot" shall mean any one of Tracts 4, 5, 6, 7, 8, 9 10 and 11 of the Property. "Lots" shall mean any two or more such lots. Each Lot is burdened by an easement for a portion of the Roads and the other Restrictions described herein. Tracts 1, 2 and 3 are not subject to these restrictions.

"Member" shall mean every person or entity who holds legal title to the Lot.

"Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, and his or its respective heirs, successors, personal representatives, and assigns.

"Survey" shall mean the Final Survey or Surveys described in Recital A above, together with any and all re-Surveys thereof and amendments thereto.

"Property" shall mean all the real property referred to in Recital A above and more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and any additions thereto.

"Residence" shall mean a single-family residential dwelling constructed or to be constructed on any Lot.

"Restrictions" shall mean the "Restrictions" described in the Declaration section above.

"Roads" means the road adjoining Tracts 4, 5, 6, 7, 8, 9 10 and 11 within the Property.

"Rules and Regulations" means any and all rules and regulations promulgated by Declarant or the Board, as amended from time to time, as described in Section 6.5.

"Subdivision" means RIDGEWAY RANCHES referred to in Recital B above as established by the Survey and this Declaration.

1.2 Other Definitions. Other terms are defined in other sections of this Declaration and those terms are incorporated herein by this reference.

ARTICLE 2
GENERAL RESTRICTIONS

2.1 No Subdividing. No Lot may be subdivided by any Owner other than Declarant, and no Owner other than Declarant may sell or transfer less than 100% of any Lot (other than the sale or transfer of undivided interests).

2.2 No Drilling Operations by Owners. No Owner may authorize any oil or gas exploration or drilling, oil or gas development operations, oil refining, quarrying, or mineral operations of any kind on any Lot, nor may any Owner authorize oil or gas wells, storage tanks, tunnels, mineral excavation, or shafts on any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected on any Lot by any Owner. EACH OWNER UNDERSTANDS AND AGREES THAT TO THE EXTENT THE MINERALS ASSOCIATED WITH THE PROPERTY HAVE BEEN RESERVED BY OTHERS, DECLARANT HAS NO CONTROL OVER THE LEASING ACTIVITIES OF THESE MINERAL OWNERS OR THE OIL AND GAS EXPLORATION OR PRODUCTION ACTIVITIES OF THEIR LESSEES. THERE MAY BE OIL AND GAS EXPLORATION OR PRODUCTION ON THE PROPERTY BY OTHERS OVER WHOM NEITHER DECLARANT NOR ANY OWNER HAS CONTROL. To the extent there is any conflict between this section 3.9 and any other section of the Declaration, this section 3.9 shall control.

2.3. Trash.

(a) No trash, garbage, debris, or other refuse may be burned, stored, disposed of, or allowed to remain upon any Lot or Road, whether the Lot is vacant or otherwise. No Lot will be used or maintained as a dumping ground for rubbish, rocks, brush, grass clippings, garbage, or trash. Garbage and other waste will be kept in sealed, sanitary containers prior to disposal.

(b) Declarant or the Association may, but is not obligated to, contract with a garbage collection service for the pick-up and disposal of all household garbage on the Property and, in such event, the cost thereof will be an expense of the Association, which shall be paid by the Owners through the assessments provided for in this Declaration.

(c) Rubbish, trash, garbage or other waste materials to be disposed shall be placed at all times in an appropriate varmint resistant receptacle. If receptacles are not provided by the garbage collection service with whom the Declarant or an Owner contracts, then each Owner shall be responsible for purchasing and maintaining its own garbage receptacles. Each receptacle must be approved by the Declarant or the Association. No such receptacle shall be placed for collection in a location visible from any Road more than 24 hours prior to the scheduled collection time or allowed to remain in a location visible from any Road more than 24 hours after the scheduled collection time.

2.4. No Nuisance or Noxious Activity. No noxious or offensive activity shall be carried on or upon any Lot or Road by any Owner, construction workers hired by any Owner, or an Owner's guest, nor shall anything be done upon any Lot or Road which may be or become an annoyance or nuisance to the neighbors (such as, but not limited to, the noise created by the operation of an excessive or unreasonable number of off-road vehicles or motorcycles on a Lot). No junk, railroad cars, buses, inoperative cars or other vehicles, or other noxious, offensive or unsafe equipment or materials may be stored on the Property.

2.5. No Adverse Conditions. No Owner or occupant shall construct any improvements or perform any work that will impair any easement or right-of-way, or do any act or allow any condition to exist which will adversely affect the other Lots or their owners or residents.

2.6. Property Taxes. Each Owner shall be responsible for the payment of all ad valorem and other property taxes owing on the Owner's Lot.

2.7. Fires. Only controlled fires, in compliance with all applicable laws, shall be allowed outdoors on any Lot. All fires must be supervised by an adult at all times, and each Owner bears the sole responsibility and risk of any such fires.

ARTICLE 3
CONSTRUCTION RELATED RESTRICTIONS

- 3.1 Permitted Hours for Construction Activities. Except as otherwise permitted by Declarant, no outside construction work or unreasonably loud interior construction work is permitted except between the hours of 6:00 A.M. and 7:00 P.M. Monday through Friday, between 8:00 A.M. and 6:00 P.M. on Saturday, and 9:00 A.M. and 5:00 P.M. on Sunday. No construction activity is permitted on New Year's, Easter, Memorial, Independence, Labor, Thanksgiving, or Christmas days.
- 3.2 Sewage Disposal. If a residence is built on the Lot and the Lot is not serviced by a public sewer system, the Owner must install an aerobic septic system for sewage disposal or any other system that complies with applicable law. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by HOPKINS County. Septic Systems must be inspected by a state certified licensed installer every three years and must be regularly maintained to remain in good operating condition. No outside toilets or cesspools will be permitted.
- 3.3 Drainage/Impoundment of Surface Water. (a) The existing creeks, ponds, and drainage channels traversing along or across portions of the Property will remain as open channels at all times and will be maintained by the Association or Owners of the Lot or Lots that are traversed by or adjacent to the drainage courses along or across said Lots. The Association or each Owner shall keep the natural drainage channels traversing or adjacent to each Lot clean and free of debris, silt or any substance which would result in unsanitary conditions or any obstruction of the natural flow of water.
- 3.4 Entryway Easements. On, over, and across each Lot, upon which is now or hereafter constructed (or replaced) all or any part of any common entryway into the Property, there is hereby reserved to Declarant and the Association an easement for the construction, maintenance, repair, and replacement of all common entryway improvements including, but not limited to, poles and posts associated therewith, irrigation systems and water lines, brick, stone, metal, or other decorative fences, walls, planters, or other improvements, landscaping, and similar common entryway improvements.
- 3.5 Building Codes. All construction will comply with the Building Code, any other applicable local building codes or fire codes, and any other applicable laws, ordinances or regulations of any governmental body or agency.

ARTICLE 4
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 4.1 Control by Declarant. So long as Declarant owns at least one (1) Lot, and not withstanding any provision of the Bylaws to the contrary, Declarant shall, at Declarant's

option, have exclusive control of the Association by being the sole voting Member. Declarant may, at any time and at Declarant's option, turn over control of the Association to the Members by filing an instrument to that effect in the Real Property Records of HOPKINS County, Texas. At the point in time that Declarant no longer owns any Lots, control may be delivered to the Members through a written instrument of Declarant. At such time as Declarant cedes control of the Association to the Members, or at such earlier time as Declarant may choose, Declarant shall also deed to the Association title to the Common Properties. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and understood that, in the event that Declarant transfers, sells, or assigns all of the Lots owned by Declarant to an affiliated or related entity of Declarant, the rights of the Declarant set forth herein shall automatically and simultaneously transfer to such related or affiliated entity at the time of such conveyance so that there is no lapse in ownership or rights of the Declarant.

- 4.2 Membership and Voting. (a) Subject to Section 4.1 above, every person or entity who is an Owner shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security, unless such persons or entities acquire title to a Lot through judicial or non-judicial foreclosure, or deed in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. When more than one person holds a membership interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Upon acquiring a Lot, the Owner thereof shall promptly notify the Association, in writing, of the Owner's name, physical address (not just a post office box), phone number, and the identity of the Lot acquired.

- 4.3 Suspension of Voting Rights. All voting rights of a Member may be suspended by the Association during any period in which such Member is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of these Restrictions, the Bylaws, or Rules and Regulations.

- 4.4 Registration with the Association. In order that Declarant and the Association can properly determine voting rights and acquaint every Lot Owner and every Member with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Member shall have an affirmative duty and obligation to provide, within fifteen (15) days of becoming an Owner, and thereafter revise and update, within fifteen (15) days after a material change has occurred, contact and related information for each occupant of the Residence to the Association, as may be required by the Association from time to time.

- 4.5 Management by the Elected Board. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws. The business and affairs of the Association shall be

managed by its Board. The Declarant shall determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board until the first election of Directors by the Members of the Association is held in accordance with the Bylaws, this Declaration, and Texas law. The appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day-to-day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

4.6 Professional Management. The Declarant, the Association, or Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

4.7 Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

4.8 Inspection of Records. The Members of the Association shall have the right to inspect the books and records of the Association in accordance with Section 2.23B of the Texas Non-Profit Corporation Act, as it exists upon the date of recording of this Declaration or as it may thereafter be amended. All such inspections shall be made at the offices of the Association and made during normal business hours unless as otherwise agreed solely by the Association.

ARTICLE 5

MAINTENANCE BY AND OTHER ACTIVITIES OF ASSOCIATION

5.1 Board Powers and Duties. (a) The Board shall have the right, power and duty to provide, and shall pay out on behalf of the Association, from the assessments provided for herein, the following:

(1) Maintenance, care, preservation, and repair of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common properties;

(2) Maintenance of all drainage areas for the purpose of maintenance. Such maintenance shall include, but not be limited to, mowing of grass, weeds, and

other vegetation to a proper height in accordance with applicable ordinances, removal of trash, debris, and other waste materials, including dead animals, and the removal of silt, dirt, and other accumulation of materials from time to time.

(3) Any private trash and garbage collection service provided by the Association;

(4) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;

(5) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or a separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designed by the Board;

(6) Legal and accounting services; and

(7) Any other materials, supplies, furniture, labor, service, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) Without limiting Section 5.1 above, the Board shall have the following additional rights, powers and duties:

6.1 Right of Entry for Maintenance of Common Properties. Declarant, the Association, or any of their authorized representatives, shall have the right to enter upon and across any and all Lots for the maintenance of the Common Properties. Declarant, the Association, and any authorized representative thereof shall not be guilty of trespass because of entry onto a Lot for the purposes provided herein.

6.2 Right of Entry to Cure Violations of the Declarations. If the Association intends to cure an Owner's violation of the Restrictions, the Association shall have a right of entry across the Owner's Lot for purposes of curing the violation. [FOR EXAMPLE ONLY: If an Owner dumps rubbish and debris on the Owner's Lot and refuses to remove it after notice, the Association may enter upon the Lot, remove the rubbish, and charge the cost to the Owner.]

6.3 Declarant Reimbursement. Out of pocket expenses incurred by Declarant on behalf of the Association shall be reimbursed by the Association to Declarant upon request. Without limiting the generality of the foregoing, the assessments levied by the Association may be used to reimburse Declarant for all out-of-pocket costs and expenses incurred by Declarant in organizing and conducting affairs on behalf of the Association, including, but not limited to, organizational costs of the Association, creation and

modification of the Declaration and any amendments thereto, legal and accounting fees, and other costs.

6.4 Rules and Regulations. The Rules and Regulations, as promulgated and amended by the Board from time to time, are incorporated into this Declaration by this reference. A copy of the Rules and Regulations will be furnished to any Owner upon request. The Rules and Regulations may, at the discretion of Declarant or the Board, be incorporated into and made a part of the Design Guidelines.

6.5 Dissolution of the Association. The Association may be dissolved only as provided by the laws of the State of Texas. In the event the Association is dissolved, the Common Area shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the Association, or (b) an appropriate governmental agency to be used for purposes similar to those for which the Association was created.

ARTICLE 7
COVENANT FOR ASSESSMENT

7.1 Creation of the Lien and Personal Obligation of Assessment.

(a) Each Owner of any Lot and each purchaser of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be obligated to pay to the Association regular assessments and special assessments as provided for in this Declaration, and subject to the enforcement of payment of the assessments and the lien of the Association as hereinafter provided. Such assessments shall be fixed, established, and collected from time to time as provided by the Association. The regular and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge upon the Lot and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with any interest and costs of collection thereof, including reasonable attorney's fees, shall also be a personal obligation of the Owner of the Lot.

(b) The following Property, being otherwise subject to this Declaration, shall be exempt from all assessments, charges, and liens created herein:

- (i) All Property dedicated to and accepted by any public authority and devoted to public use;
- (ii) All Common Properties; and
- (iii) All property exempt from such assessments and charges by the laws of the State of Texas.

7.2 Purpose of Assessments.

(a) The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Property, including the enforcement of the Declaration, for the maintenance and repair of any capital improvements owned or controlled by the Association, establishing and maintaining repair and replacement reserves as determined by Declarant or the Association, and any other purpose reasonable, necessary, or incidental to such purposes as determined by the Association, such reserves to include a reserve fund to be established specifically for the continual and perpetual maintenance, repair and replacement of the Common Properties.

(b) The Association shall not be obligated to spend all monies collected in a year, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any later year, but may carry forward a surplus as the Board deems desirable for the greater financial security of the Association.

7.3 Regular Assessments. The regular assessments of the Lots shall be based upon the cash requirements, as the Association and/or Board (or the Declarant so long as the Declarant owns at least one (1) Lot) shall from time to time determine, necessary to provide for the payment of all estimated expenses arising out of or connected with the purposes described above. The regular assessments may be due monthly, quarterly, or annually, as determined by the Association and/or Board from time to time. Regular assessments shall begin to accrue for each Property Owner upon such Property Owner taking legal possession of a Lot. The assessment shall be paid in advance. A \$25.00 per month late fee shall be charged for payments received more than 30 days after the due date. The Association shall establish and maintain a reserve fund out of the Regular Assessments relating to the obligations set forth in this Article.

7.4 Special Assessments. The Association and/or Board (or the Declarant so long as the Declarant owns at least one (1) Lot) may levy, in addition to the regular assessments, one or more special assessments in any calendar year applicable to all Owners other than Declarant, for the purpose of defraying in whole or in part the costs of construction, reconstruction, repair or replacement of a capital improvement, including necessary fixtures and personal property related thereto, or for such other lawful purposes related to the use, maintenance and repair of the Property as the Association and/or Board may determine.

7.5 Capitalization of Association - Payment.

a) Each Owner (other than Declarant) of a Lot will pay a contribution to the Association (the "Initial Contribution"), which amount shall be due immediately upon the transfer of title to the Lot. Upon the purchase/resale of a Lot from Declarant or another owner, the Initial Contribution initially shall be \$100. This fee will be charged each and every time the lot is sold (if the Association is in existence). This

fee can be adjusted up to ten percent (10%) per year by the Board, at the Board's sole discretion; provided, however, any yearly increase which would exceed ten percent (10%) of the amount of the previous year will require approval of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Initial Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. In the event of any dispute regarding the application of the Initial Contribution to a particular Owner, the Board's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 7.5. The Initial Contribution will be in addition to, not in lieu of, any other assessments or other charges levied in accordance with this Article VII and will not be considered an advance payment of such assessments. The Association will have the power to waive the payment of any Initial Contribution attributable to a Lot by the execution and recordation in the Public Records of a waiver notice executed by a majority of the Board.

7.6 The Effect of Non-Payment of Assessments: Remedies of the Association. Each Owner shall be obligated to pay to the Association the assessments provided for herein, and each shall be subject to the enforcement of the assessments in the manner herein specified. In the event the Association employs attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner against whom collection or enforcement or other action is taken shall pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default by an Owner in payment of any such assessment when due, the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation against the Owner in any manner provided by law or in equity, specifically including:

(a) Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the highest legal rate from the date of delinquency, plus court cost, and reasonable attorney's fees and shall be a lien against the Owner's Lot.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created and granted a lien, with power of sale, on each Lot to secure payment to the Association of any and all assessments levied against all Owners of such Lots under these Restrictions and all damages owed by any Owner to the Association, however

incurred, together with interest thereon at the highest legal rate from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time after the occurrence of any default in payment of any such assessment, the Association, or any authorized representative, shall deliver to the defaulting Owner, on behalf of the Association, notice of such default as required under Chapter 209 of the Texas Property Code, as amended. The demand shall state the date and the amount of the delinquency and any other information that is required to be sent by such notice of default under Chapter 209 of the Texas Property Code, as amended. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid after delivery of such demand, the Board may elect to file a notice of lien on behalf of the Association against Lot owned by the defaulting Owner. Thereafter, such lien may be foreclosed upon in accordance with Texas Property Code Section 209 and/or Texas Property Code 51.002, each as amended. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description and if applicable, street address of the Lot against which the claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees; and
- (4) That the claim of the lien is made by the Association pursuant to the Restrictions. Notwithstanding the foregoing, it is expressly intended that the lien herein described shall immediately attach and become effective in favor of the Association as a lien upon any Lot against which an assessment is levied regardless of whether any demand is made or claim of lien filed. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in section 7.5(b)(5) below. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust or other contracted lien with power of sale as set forth by the laws of the State of Texas, as the same maybe changed or amended. The lien provided for herein shall be in favor of the Association and all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the

extent permitted by law. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(5) Subordination of the Lien to Mortgages. The lien described herein shall be subordinate to any first lien deed of trust on the Property or a Lot which was recorded before the delinquent assessment became due and owing.

7.7 Association's Right to Bid Credit. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

7.8 Common Areas Exempt. All Common Properties as defined in Section 1.1 hereof, and any common areas of any other association designated on any recorded Survey filed by Declarant, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

7.9 Property of Declarant Exempt. All property owned by Declarant is exempt from the assessments and liens created herein. Declarant shall have the right to assign this exemption to any transferee in bulk of the Lots owned by Declarant in connection with any transfer of Lots in bulk.

7.10 Annual Assessment – Increases. The annual assessment may be increased by the Board, provided that the Board gives written notice of the increase to the Members at least thirty (30) days in advance of the effective date of such increase. No vote or other approval shall be required for the increase to be effective, unless the increase is more than ten percent (10%) of the prior annual assessment. If the increase is more than ten percent (10%), then the increase may be disapproved by a sixty-seven percent (67%) or greater vote of the votes of Members entitled to be cast, provided that the vote occurs and the Board receives evidence thereof within sixty (60) days of the date of the increase notice.

ARTICLE 8.

ADMINISTRATION AND MANAGEMENT

8.1 Governing Documents. The administration of the Property shall be governed by these Restrictions, the Bylaws, and any Rules and Regulations of the Association, as promulgated and published from time to time.

- 8.2 Evidence of Compliance with Declaration. Records of Declarant or the Association with respect to compliance with this Declaration kept in the ordinary course of business shall be conclusive evidence as to all matters shown by such records. A certificate of completion and compliance issued by Declarant or the secretary of the Association stating that the Improvements to a Lot were made in accordance with this Declaration, or a certificate as to any matters relating to this Declaration issued by Declarant or the secretary of the Association, shall be conclusive evidence as to all matters shown by such certificate.
- 8.3 Association Insurance. The Association shall maintain property insurance, comprehensive public liability insurance, and errors and omissions insurance on behalf of the directors, officers, managers and employees of the Association and the Association may assess the Owners for the cost of insurance maintained by the Association.
- 8.4 Personal Property for Common Use. The Association may acquire and hold property, tangible and intangible, real and personal, in the name of the Association, for the use and benefit of all Owners and may dispose of the same by sale or otherwise, as the Association determines in its sole discretion.

ARTICLE 9
PROPERTY RIGHTS OF DECLARANT

So long as Declarant owns any interest in the Property, Declarant hereby specifically excepts, excludes, and reserves the following rights and interests in the Property:

- 9.1 Amendments. So long as Declarant owns at least one (1) Lot, Declarant shall have the right to amend this Declaration and each amendment shall apply to all the Property and Lots, whether owned by Declarant or not.
- 9.2 Survey Revision. Declarant reserves the right to re-survey the Property and revise the acreage and configuration of Lots owned by Declarant, to change any building lines or setback lines, or change the course or size of easements so long as Declarant holds legal title to the affected Lots.
- 9.3 Sales and Construction Activities. Declarant shall have the right to maintain sales and administrative offices, construction offices or trailers, model homes, and parking facilities, storage facilities, and signs on the Property and to conduct sales activities on the Property as long as Declarant owns at least one (1) Lot.
- 9.4 Construction Work by Declarant. Declarant shall have the right to construct and complete the construction of Roads and any common improvements on the Property. In connection therewith, Declarant reserves the right to use, occupy, and excavate the surface and subsurface of the ground for the erection, construction, and installation of

said improvements including, but not limited to, the right to locate, install, maintain, and repair all utilities and utility lines, whether temporary or permanent, necessary for Declarant's construction, reconstruction, maintenance, and operation. Declarant also reserves the right to extend the Roads located or to be located on the Property to other property. Declarant, in addition, reserves the right to convey to any county, water district, sanitary sewer district, or other municipal or quasi municipal corporation all sewer lines and mains, water lines and mains, and any other utilities constructed or to be constructed on the Property, together with suitable rights-of-way over the Property for the required maintenance, repair, replacement, and operation thereof. The foregoing rights reserved by Declarant do not impose on Declarant the obligation to construct or install any improvements of any kind.

9.5 General Right of Entry for Declarant. Declarant, so long as it shall retain record title to at least one (1) Lot, reserves for itself and for the Association the right to enter upon any Lot, or any portion thereof, as may be needed for repair, maintenance, or construction on any of the Lots in accordance with these Restrictions.

ARTICLE 10
OTHER EASEMENTS AND RIGHTS

10.1 Utility and other Easements.

- (a) Easements. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Survey or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized persons using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, Improvements or other property of the Owner situated on the land within such easements as a result of construction, maintenance or repair work conducted by such parties.
- (b) **Except Declarant's obligation set forth above, each Owner shall be responsible for, and shall pay for, the installation and maintenance of all utilities to the Owner's Lot, and Declarant does not warrant or guaranty the availability of utilities or the economic feasibility of bringing utilities to any Lot.**
- (c) The Property, and each Lot, as applicable, is subject to all easements established by or shown on the Survey.

10.2 Use of Common Properties. Subject to provisions of Section 10.4, the Owners, tenants, and occupants of each Lot shall have the right to use the Common Properties in common with the other Owners, tenants and occupants of the Lots.

- 10.3. Title to the Common Properties. Declarant will hold record title to the Common Properties, which shall include the right and option (without the joinder and consent of any person or entity) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain the Common Properties, until such time that Declarant conveys title to the Common Properties to the Association for the purposes herein described. Declarant reserves the right to execute any open space declarations applicable to the Common Properties which may be permitted by law in order to reduce property taxes.
- 10.4. Perpetual Easements. All easements reserved or created in any part of this Declaration for the benefit of Declarant or the Association are perpetual. Utility easements reserved or created herein for the benefit of the Association may be granted or assigned by the Association, in whole or in part, on an exclusive or nonexclusive basis, to any public or private utility or utilities.
- 10.5. Condemnation or Governmental Taking.
- (a) If all or any part of the Common Properties are taken by any authority having the power of condemnation or eminent domain or are conveyed in lieu thereof, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Properties to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair any damage suffered by the condemnation. If all of the funds cannot be used in such manner, any remaining funds may be distributed equitably to the Owners.
- (b) If all or any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner shall promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and shall leave the Lot in orderly, safe and net condition;
- (c) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof and the Owner elects to restore the remainder of the Lot, then, subject to the provisions of this Declaration, the Owner shall diligently restore, within 90 days after the taking, the remainder of the Lot to the same condition it was in prior to such taking or conveyance.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements Generally.

(a) The Association shall obtain and maintain in full force and effect commercial general liability insurance and such other insurance as it deems necessary or desirable. All such insurance shall be obtained from responsible companies duly authorized and licensed to do business in the State of Texas. To the extent possible, the insurance shall:

- (1) Provide a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents and Owners; and
- (2) Provide that the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds.

(b) The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests). Each Owner expressly understands, covenants and agrees with Declaration and the Association that:

- (1) Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner;
- (2) Each Owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property.

(c) Each Owner will abide by any and all Rules and Regulations, as adopted and promulgated from time to time, related to the entry upon and use of the Common Properties.

11.2 Indemnification. The Declarant, each officer, director, committee member, or agent of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been Declarant, an officer, director, committee member, or agent of the Association; provided, however, that (a) in the case of Declarant or any affiliate entity of Declarant, or any officer, director, or employee of Declarant or any affiliate, this indemnification shall not apply

if Declarant or any affiliate or the indemnified officer, director, or employee of Declarant or any affiliate is adjudged guilty of malfeasance in the performance of its or his obligations hereunder, and (b) in the case of any other indemnified party, this indemnification shall be applicable only as set forth in the Bylaws of the Association.

ARTICLE 12

GENERAL PROVISIONS

12.1 Terms of and Amendments to Restrictions. The provisions hereof, including the Restrictions, shall run with the Property and be binding on each Owner for a period of thirty (30) years from the date hereof, at which time all provisions shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of any such initial period or extended period, Declarant and/or at least seventy-five percent (75%) of the Owners shall have executed and recorded an instrument to become operative at the expiration of the particular period. So long as Declarant owns at least one (1) Lot, these Restrictions may be amended or revoked only by Declarant, and no other Owner shall have a vote regarding amendment or revocation. After Declarant no longer owns any Lot, these Restrictions may be amended with the consent of seventy-five percent (75%) of the Lot Owners, with each Lot being entitled to one (1) vote.

12.2 Complaints by Owner. If any Owner believes any other Owner is in violation of this Declaration, a complaint may be transmitted in writing to the President of the Association, who shall thereupon notify the Board. The Board shall have the right (but not the obligation or duty) to institute appropriate legal action, at law or in equity, to enforce this Declaration, and may recover its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot.

12.3 Complaints by Association. If an Owner is in violation of this Declaration, the Association may so notify such Owner in writing. If the Owner fails to remedy the violation within ten (10) days following delivery of such notice, then the Association shall have the right (but not the obligation or duty) to institute appropriate legal action, at law or in equity, including, but not limited to, obtaining a temporary restraining order and subsequent injunction, to enforce this Declaration, and may recover the damages owed by such Owner pursuant to 12.4 below, any other damages incurred by the Association, and its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot. Only the Association shall have the right to levy a fine for a violation under this section.

12.4 Per Day Damages for Violations. Any Owner in breach or violation of the Restrictions shall incur a penalty of \$100 per day per breach or violation until the breach or violation is remedied or cured. Such sum shall be payable to the Association as damages.

12.5 Association's Authority to Correct Violations. If an Owner who has committed a violation of these restrictions (a "Restriction Violation") does not cure it within such ten (10) day period, then Association shall have the right and power to enter onto the Lot and correct the failure without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Owner of the Lot on which such curative work is performed shall be liable for the cost of

such work and shall promptly reimburse the Association for such cost. If the Owner fails to reimburse the Association within ten (10) days after receipt of a statement for such work from the Association, then said indebtedness shall be a person debt of such Owner, shall be a violation secured by a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the liens for Assessments set forth herein, which provisions are incorporated herein by reference and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

12.6 Waiver of Enforcement. Waiver of enforcement of any provision of this Declaration shall be limited to that particular provision which is waived, in writing, as to a particular matter as it relates to a particular Lot, and shall not be construed to be a waiver of any other provision of this Declaration. A variance granted by Declarant or the Association is not a waiver and shall not entitle any other owner to a waiver or variance.

12.7 Effect of Ordinances. Police, fire, and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Property shall govern where more restrictive than this Declaration, including, but not limited to City Ordinance 2020-39.

12.8 Bylaws. To the extent of any conflict between this Declaration and the Bylaws, this Declaration shall control.

12.9 Severability. Invalidation of any provision of this Declaration by judgment or court decree shall in no way affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas homestead law. Should a provision herein be in conflict, Texas homestead law shall apply. All other provisions shall remain in full force and effect.

12.10 Dispute Resolution between Owners.

(a) Each Owner agrees that if any dispute arises between such Owner and Declarant or the Association, as to any matter arising out of or related to this Declaration, then before proceeding with any legal action the parties shall, with reasonable promptness, arrange a mutually agreeable time for a face-to-face meeting between fully authorized representatives to seek to resolve the dispute in a mutually acceptable manner.

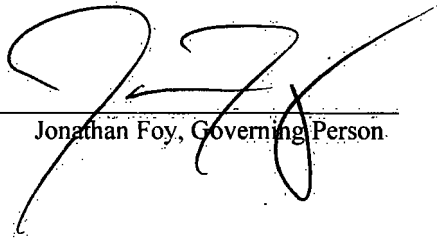
(b) If the meeting described in (a) above fails to resolve the dispute or fails to occur, then said parties shall agree to promptly submit the dispute to mediation in HOPKINS County, Texas before a single attorney mediator practicing law in HOPKINS County, Texas (or any surrounding county) chosen by Declarant or the Association, as the case may be, and approved by the Owner within the Owner's reasonable discretion.

(c) If the mediation described in (b) above fails to resolve the dispute or fails to occur, then upon demand by either party, the parties shall submit to binding arbitration all disputes between or among them arising out of or relating to this Agreement.

12.11 Additional Property. Declarant may at any time subject additional land to this Declaration and the Restrictions by filing an amendment or supplement to this Declaration covering the additional land and declaring it to be subject hereto.

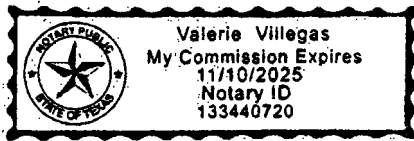
EXECUTED to be effective the date first written above.

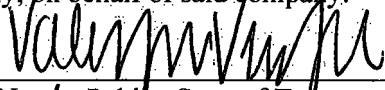
TSSF, LLC
a Texas Limited Liability Company

By: 
Jonathan Foy, Governing Person.

STATE OF TEXAS)
)
COUNTY OF ELLIS)

This instrument was acknowledged before me on December 13, 2022, by Jonathan Foy, Governing Person of TSSF, LLC, a Texas Limited Liability Company, on behalf of said company.




Notary Public, State of Texas
Valerie Villegas
(Printed Name of Notary)

My Commission Expires: 11/10/2025

EXHIBIT A

PROPERTY DESCRIPTION

Being a lot, tract, or parcel of land situated in the J. A. Arocha Survey, Abstract Number 5, the Edmond P. Gaines Survey, Abstract Number 340 and the James R. Undley Survey, Abstract Number 580, Hopkins County, Texas and being the south one-half part of a certain 200.652 acre tract of land, called First Tract conveyed from DONNA LYNN SOEDER to TSSF LLC, by GENERAL WARRANTY DEED, recorded in INSTRUMENT NUMBER 20224174 of the Official Public Records, Hopkins County, Texas and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found (State Plane Coordinates: N=7125014.632, E=2800106.556) with plastic cap stamped CBG INC at the southwest corner of said 200.652 acres tract and the southeast corner of the remainder of a 137.10 acre tract of land called First Tract, conveyed to Betty Bargin et al by deed recorded in Volume 355, Page 287 of the Deed Records, Hopkins County, Texas, said point also, being along the most northerly north line of St. Louis Southwestern Railway Company a variable width right of way;

THENCE N 02°5' 41"E, along the most westerly west line of said 200.652 acres tract, same being the east line of the remainder of said 137.10 acres tract, a distance of 1,386.08 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC at the southwest corner of a 129.47 acre, same being the northwest corner of said 200.652 acres tract;

THENCE S 77°43' 43"E, with a south line of said 129.47 acres tract same being a north line of herein described tract, a distance of 1,682.53 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC at an angle point;

THENCE N 84°49' 23"E, continuing with a south line of said 129.47 acres north one-half tract same being a north line of herein described tract a distance of 2,112.24 feet to a 20 inch wood fence post found at the northernmost northeast corner of said south one-half part of that 200.652 acres tract, same being the southeast corner of the remainder of a called 282.652 acre tract conveyed to R. B. Glosup et ux by deed recorded in Volume 332, Page 103, of said Deed Records, said point also, being along the west line of F.M. Road 2653 variable width right of way;

THENCE S 02°10' 06"E, departing the last mentioned common line and along the east line of said 200.625 tract, same being the west line of said F.M. Road 2653, a distance of 67.58 feet to a concrete monument found at an angle point;

THENCE S 06°32' 05"E, continuing along the last mentioned common line a distance of 101.72 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC;

THENCE S 01°47' 59"E, continuing along the last mentioned common line, a distance of 315.17 feet to a concrete monument found at the beginning of a curve to the left;

THENCE with said curve to the left, having a radius of 11499.15 feet, an arc length of 355.88 feet, a delta angle of 01°45' 24", (chord bears S 02°49' 45"E and is 355.84 feet in length) to a concrete monument found at a southeast corner of said 200.652 acres tract, same being the northeast corner of a 0.171 acre

tract conveyed to Ridgeway Cemetery Society by deed recorded in Volume 187, Page 820 of said Deed Records;

THENCE S 75°7' 56"W, departing the last mentioned common curve and along the north line of said Ridgeway Cemetery Society tract, a distance of 148.23 feet to a chain link fence post at an ell corner of said 200.652 acres tract, same being the northwest corner of the aforementioned Ridgeway Cemetery Society tract;

THENCE along the west line of said Ridgeway Cemetery Society tract, same being an east line of said 200.652 acres tract the following courses;

S 01°17' 20"E, a distance of 74.29 feet to a concrete monument found at an angle point;

S 01°25' 25"E, a distance of 73.81 feet to a concrete monument found at the northwest corner of a one acre tract of land conveyed to J. C. Lindley et al Trustees, by deed recorded in Volume 107, Page 290 of said Deed Records;

N 83°27' 06"W, a distance of 4.20 feet to a chain link fence post;

S 01°36' 33"E, a distance of 594.89 feet to a chain link fence post for corner;

THENCE N 89°56' 53"E, with the south line of said Ridgeway Cemetery Society tract, same being a south line of said 200.652 acres tract, a distance of 158.22 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC along the west line of the aforementioned F. M. Road 2653;

THENCE S 02°15' 06"E, along an east line of said 200.652 acres tract, same being the west line of said F.M. Road 2653, a distance of 74.35 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC;

THENCE S 76°24' 18"W, departing the west line of said F. M. Road 2653 and with a south line of said 200.652 acres tract and passing a north line of said St. Louis Southwestern Railway Company, and the north line of Town of Ridgeway, recorded in Volume 14, Page 49 of said Deed Records, in all a total distance of 598.89 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC;

THENCE S 19°08' 29"W, along an east line of said 200.652 acres tract, passing a west line of said St. Louis Southwestern Railway Company and the west line of said Town of Ridgeway and continuing in all a total distance of 430.85 feet to a 1/2 inch iron rod found with plastic cap stamped CBG INC at the southernmost southeast corner of said 200.652 acres tract, said point also being along the north line of said St. Louis Southwestern Railway Company tract;

THENCE N 77°47' 14"W, along the most southerly line of said 200.652 acres tract, same being a northerly line of said St. Louis Southwestern Railway Company tract a distance of 867.62 feet to a 1/2 inch iron rod found with yellow plastic cap at a southwest corner of said 200.652 acres tract, same being the southeast corner of the remainder of an 18.4 acre tract of land called First Tract, conveyed to Bobby Ferrell et ux by deed recorded in Volume 450, Page 202 of said Deed Records;

THENCE N 02°16' 02"W, along a west line of said 200.652 tract, same being the remainder of said 18.4 acres tract, a distance of 820.51 feet to a 1/2 inch iron rod found at an ell corner of said 200.652 acres tract, same being the northeast corner of the remainder of said 18.4 acres tract;

THENCE S 88°08' 36"W, along a south line of said 200.652 acres tract, same being the north line of the remainder of said 18.4 acres tract, and passing the northwest corner of same and the northeast corner of a 10.0 acre tract of land conveyed to Malcolm Dugger et al, by deed recorded in Volume 491, Page 650 of said Deed Records and continuing in all a total distance of 2063.24 to a 1/2 inch iron rod found with plastic cap stamped CBG INC at an angle point in a south line of said 200.652 acres tract and a northerly line of said St. Louis Southwestern Railway Company tract;

THENCE N 67°36' 47"W, with the last mentioned common line, a distance of 220.39 feet to the POINT OF BEGINNING and containing 5,639,608 square feet or 129.468 acres of land within the metes recited. Bearings are based on NAD 83 Texas North Central Zone 4202

Exhibit B

Survey

FILED AND RECORDED ON

JAN 04, 2023 AT 02:02P

AS A(N) OF RECORD

CLERK NUMBER 202329 PAGES 26

AMOUNT: 122.00

RECEIPT NUMBER 23000048

BY MAHERNANDE

STATE OF TEXAS HOPKINS COUNTY, TEX
I hereby certify that this instrument was filed in
file number sequence on the date and time stamped
hereon by me and was duly recorded in the named
records of Hopkins County, Texas.

TRACY SMITH, COUNTY CLERK
HOPKINS COUNTY, TEXAS

mail/em