7# 201705753

Walker County Title Company 1109 University Avenue 57 Huntsville, Texas 77340 Bk OR Vol 1280

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRON STAR

STATE OF TEXAS COUNTY OF WALKER

TERRAPOINTE LLC d/b/a TerraPointe Texas Holdings LLC, a Delaware limited liability company (herein the "DECLARANT"), hereby declares and imposes the covenants, conditions and restrictions set forth herein upon the PROPERTY described by and through this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRON STAR (herein the "DECLARATION").

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property located in Walker County, Texas, and that is described on the attached and incorporated **Exhibit A** hereto (herein the "PROPERTY") and the DECLARANT intends to subdivide and restrict the PROPERTY for residential development and/or recreational uses; and,

WHEREAS, the DECLARANT desires to place certain covenants, conditions and restrictions (herein the "COVENANTS") on each TRACT (as hereinafter defined) within the PROPERTY to provide a benefit to the DECLARANT and to the subsequent owners of the various TRACTS into which the PROPERTY has been divided, to enhance the value of those TRACTS, and to encourage the orderly development of the PROPERTY and each of the TRACTS within the PROPERTY.

NOW THEREFORE, the DECLARANT hereby declares that all of the PROPERTY shall be held, leased, used, occupied, sold, conveyed, built upon, or encumbered subject to the COVENANTS contained in this DECLARATION, which COVENANTS shall run with the title to the land for ten years from the date of conveyance, unless otherwise permitted by DECLARANT, or its successor or assigns, by a date prior to the ten year expiration date of said COVENANTS; and shall be binding on all persons or entities having or acquiring any right, title, or interest in all or any portion of the PROPERTY and their respective mortgagees, heirs, successors and assigns; and that these COVENANTS shall inure to the benefit of the DECLARANT and to the respective successors, successors-in-title, heirs, legal representatives, and assigns of the DECLARANT as hereinafter set forth.

ARTICLE I - INCORPORATION OF RECITALS

The above Recitals are incorporated in and form a part of this DECLARATION.

ARTICLE II - DEFINITIONS 57

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The following words shall be defined in this DECLARATION in this manner:

- 2.1 "<u>COMMERCIAL USE</u>" shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.
- 2.2 "<u>IMPROVEMENTS</u>" shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.
- 2.3 "MANAGER" shall mean and refer to Raydient, Inc., f/k/a TerraPointe Services, Inc., a Delaware corporation, and its successors and assigns; provided, however, that as long as DECLARANT owns a TRACT, DECLARANT may, upon written notice to each then OWNER, appoint a successor MANAGER.
- 2.4 "OWNER" shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or juridical person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.
- 2.5 "PROPERTY" shall mean the approximate 355.360 acres of land in Walker County, Texas, and as is more particularly described on Exhibit A attached hereto and which has been designated and named herein as "Iron Star".
- 2.6 "<u>RECREATIONAL USE</u>" shall mean a use by any natural person, juridical person or entity for the pasturing of livestock or horses. For avoidance of doubt, Recreational Use does not include hunting, camping, or similar recreational pursuits.
- 2.7 "<u>RESIDENTIAL USE</u>" shall mean a use by any natural person, juridical person or entity for single family occupancy. For avoidance of doubt, Residential Use does not include multifamily occupancy.
- 2.8 "TRACT" shall mean those parcels or tracts within the PROPERTY, and as is more particularly described on Exhibit A hereto.

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

- 4.1 <u>Permitted Use</u>: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL or RECREATIONAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.
- 4.2 <u>Mobile Homes:</u> No more than one (1) MOBILE HOME shall be permitted on each of TRACTS one (1) through thirteen (13) only, provided each and every MOBILE HOME comply with the following requirements:
 - a. Be a minimum of 24 feet wide with a minimum of 1,000 square feet exclusive of carports, porches and garages, and an enclosed foundation properly skirted with material compatible with the type house itself; and
 - b. Be permanently installed in a neat and attractive manner with skirting completed within ninety (90) days after the Mobile Home is placed on the Lot; and
 - c. Be in a state of good repair; and
 - d. Be no older than two (2) years of age when placed on any Lots

Notwithstanding anything to the contrary contained herein, MOBILE HOMES shall not be permitted on TRACTS fourteen (14) through twenty-six (26).

- 4.3 <u>Traditional Homes</u>: Single family residences other than MOBILE HOMES shall have a minimum of 1,200 square feet exclusive of carports, porches and garages, and shall be completed within one (1) year of the date of issuance of the building permit by Walker County.
- 4.4 <u>Temporary Structures</u>: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than 12 continuous months.
- 4.5 <u>Setbacks</u>: The minimum setback of any buildings, including but not limited to houses, barns, sheds, etc., shall be 100 feet from the front, 20 feet from the rear, and 20 feet from the side

lines of a TRACT or in accordance with the applicable zoning regulations of Walker County, Texas, should such minimum setbacks established by the County differ from those stated herein.

- 4.6 <u>Maintenance Standards</u>: Each Owner of a TRACT shall keep all IMPROVEMENTS thereon in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and health, police and fire protection requirements. No IMPROVEMENTS on any TRACT shall be permitted by the Owner of such TRACT to fall into such disrepair, and each such IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.
- 4.7 <u>Fencing</u>: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as Exhibit C and made a part hereof for addition to existing board fencing.
- 4.8 <u>Waste Storage and Removal</u>: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from view in accordance with any ordinances and land use regulations of Walker County, Texas. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.
- 4.9 <u>Nuisance Prohibition</u>: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

ARTICLE V

NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT or to MANAGER shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by facsimile transmission (with a required copy to be delivered by any other manner provided in this Section). The notice address of the DECLARANT and MANAGER shall be:

DECLARANT:

TERRAPOINTE LLC

Attention: S. Allister Fisher, Esq.

1 Rayonier Way Yulee, FL 32097

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MANAGER:

Raydient Inc.

Attention: Jason Shearer

1 Rayonier Way Yullee, FL 32097

ARTICLE VI

MISCELLANEOUS PROVISIONS

- Enforcement. Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER or MANAGER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Walker County, Texas, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS and MANAGER will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.
- 6.2 Recovery. If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.
- 6.3 No Waiver. Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.
- 6.4 <u>Invalidation</u>. The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.
- 6.5 Term. These COVENANTS shall be in full force and effect until December 31, 2046 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Walker County, Texas. For avoidance of doubt, the foregoing simple-

majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

- 6.6 <u>Amendment.</u> These COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than seventy-five percent of the TRACTS in the PROPERTY, and recorded in the appropriate records of Walker County, Texas. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.
- 6.7 <u>Binding Effect.</u> These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.
- 6.8 <u>Tax Sale.</u> These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.
- 6.9 Right to Subdivide. Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTs, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.
- Annexations/Additions. In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional real property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Walker County, Texas.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the DECLARANT has caused these presents to be executed and by seal to be hereto affixed on _______, 2017.

IN THE PRESENCE OF:

Signature of Witness 1

Printed Name of Witness 1

DECLARANT:

TerraPointe LLC d/b/a TerraPointe Texas Holdings LLC, a Delaware limited liability company

By:

S. Allister Fisher

Title: Vice President

STATE OF FLORIDA

COUNTY OF NASSAU

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 25 Heavy of June 2017, by S. Allister Fisher, Vice President of TerraPointe LLC d/b/a TerraPointe Texas Holdings LLC, a Delaware limited liability company on behalf of said company.

Given under my hand and seal of office this 27 Lday of 1 2

Susan G. Whitlatch

Notary Public for State of Florida My Commission Expires: 7/20/220

Commission No.: GG 14053

(Seal)

SUSAN G. WHITLATCH
Notary Public - State of Florida
Commission # GG 14053
My Comm. Expires Jul 20, 2020

OR

IN THE PRESENCE OF:

Printed Name of Witness 1

MANAGER:

RAYDIENT INC., a Delaware corporation

Mark McHugh

Title: Senior Vice President and

Treasure

STATE OF FLORIDA

ACKNOWLEDGMENT

COUNTY OF NASSAU DOVAL

This instrument was acknowledged before me on the 27 day of _______ by Mark McHugh, Senior Vice President and Treasurer of RAYDIENT INC., a Delaware corporation, on behalf of said corporation.

Given under my hand and seal of office this 27 day of Jone

(Print)

Notary Public for State of Florida

My Commission Expires: 4/30

Commission No.: FF226026

(Seal)

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Exhibit A - Description of the Property

Walker County, Texas

ATTACHED



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION 355,357 ACRES

IN THE JOSE JUAN SANCHEZ LEAGUE, ABSTRACT NO. 46,
THE E. MILLER SURVEY, ABSTRACT NO. 360,
THE J. M. RANDOLPH SURVEY, ABSTRACT NO. 737,
THE RICHARD BANKHEAD SURVEY, ABSTRACT NO. 70,
THE T. T. RAILROAD CO. SURVEY, ABSTRACT NO. 657,
AND THE LAWRENCE McGUIRE SURVEY, ABSTRACT NO. 376,
WALKER COUNTY, TEXAS

BEING a 355.357 acre tract of land situated in the Jose Juan Sanchez League, Abstract No. 46, the E. Miller Survey, Abstract No. 360, the J. M. Randolph Survey, Abstract No. 737, the Richard Bankhead Survey, Abstract No. 70, the T. T. Railroad Co. Survey, Abstract No. 657, and the Lawrence McGuire Survey, Abstract No. 376, Walker County, Texas, being out of and part of that certain called 371.954 acre tract described in instrument to Terrapointe LLC, d/b/a, Terrapointe Texas Holdings LLC, a Delaware Limited Liability Company, recorded in Volume 1239, Page 843 of the Official Records of Walker County, Texas (O.R.W.C.T.), said 355.357 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a pine knot found in the north line of the remainder of a called 326.18 acre tract described as "Ninety Ninth Tract" in instrument to Rayonier Forest Resources, L.P., recorded in Volume 847, Page 47, O.R.W.C.T., for the common southerly corner of a called 83.02 acre tract described in instrument to David Scott Wilkins and Mary Michelle Wilkins, recorded in Volume 1024, Page 330, O.R.W.C.T., and a called 28.030 acre tract described in instrument to David S. Wilkins, recorded in Volume 1071, Page 356, O.R.W.C.T., being the apparent common corner of said Lawrence McGuire Survey, and the James G. Hutchinson Survey, Abstract No. 246;

THENCE North 88°31'43" East, with the common line of said Ninety Ninth tract and said 28.030 acre tract, at a distance of 296.90 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 585.34 feet to a ½ inch iron rod with cap found for the northwesterly corner of said 371.954 acre tract and the northwesterly corner and **POINT OF BEGINNING** of the herein described 355.357 acre tract;

THENCE North 88°31'43" East, 1,084.05 feet, with the common line of said 371.954 acre tract and said 28.030 acre tract, to a ½ inch iron rod with cap found in the westerly margin of Guerrant Road for the southeasterly corner of said 28.030 acre tract and the northeasterly corner of the herein described 355.357 acre tract;

THENCE South 02°53'51" East, 1,475.56 feet, continuing along the westerly margin of said Guerrant Road, to a concrete monument with disk marked "WK177" found in the apparent easterly line of said Lawrence McGuire Survey, for the apparent common westerly corner of the Willis Donahoe Survey, Abstract No. 168, and said T. T. R.R. Co. Survey, being an angle point in the northerly east line of the herein described 355.357 acre tract;

THENCE South 02°39'38" East 1,368.88 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the left;

THENCE in a southeasterly direction, 116.78 feet, continuing along the westerly margin of said Guerrant Road and with the arc of said curve to the left, having a radius of 360.00 feet, a central angle of 18°35'10", and a chord that bears South 11°55'55" East, 116.27 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve;

THENCE South 21°13'29" East, 414.03 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the northeasterly line of said 355.357 acre tract;

THENCE South 23°24'18" East, 502.03 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;

THENCE in a southeasterly direction, 52.41 feet, continuing along the westerly margin of said Guerrant Road, with the arc of said curve to the right, having a radius of 140.00 feet, a central angle of 21°26'52", and a chord that bears South 12°40'53" East, 52.10 feet to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve;

THENCE South 01°57'28" East, 1,064.70 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the easterly east line of the herein described 355.357 acre tract;

THENCE South 02°58'11" East, 133.72 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the easterly east line of the herein described 355.357 acre tract;

THENCE South 02°24'59" East, 1,905.25 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the easterly east line of the herein described 355.357 acre tract;

THENCE South 00°19'48" West, 472.77 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;

THENCE South 06°20'18" West, 145.69 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the southeasterly line of the herein described 355.357 acre tract;

THENCE South 10°10'14" West, 200.19 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an interior corner of the herein described 355.357 acre tract;

OR

THENCE South 10°09'30" West, 1,914.38 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the most northerly southeast corner of the herein described 355.357 acre tract;

THENCE South 07°17'07" West, 97.14 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an interior corner of the herein described 355.357 acre tract;

THENCE South 01°37'58" West, 891.39 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the southerly east line of the herein described 355.357 acre tract;

THENCE South 01°00'02" West, 166.73 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the southerly east line of the herein described 355.357 acre tract;

THENCE South 05°17'01" East, 101.49 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the southerly east line of the herein described 355.357 acre tract;

THENCE South 11°05'09" East, 50.87 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for an angle point in the southerly east line of the herein described 355.357 acre tract;

THENCE South 11°05'25" East, 489.22 feet, continuing along the westerly margin of said Guerrant Road, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the arc of a curve to the right in the northeasterly margin of Farm to Market Road 1696 (FM 1696) for the southeasterly corner of the herein described 355.357 acre tract;

THENCE in a northwesterly direction, 169.22 feet, along the northeasterly margin of said FM 1696 and with the arc of said curve to the right, having a radius of 1,833.03 feet, a central angle of 05°17'22", and a chord that bears North 66°28'50" West, 169.16 feet to a a concrete monument found for the end of said curve, from which a ½ inch iron rod with cap found for reference bears South 67°23'37" East, 7.13 feet;

THENCE North 64°19'31" West, 566.08 feet, continuing along the northeasterly margin of said FM 1696, to a concrete monument for the beginning of a curve to the right, from which a ½ inch iron rod with cap found for reference bears North 64°44'52" West, 8.61 feet, and a concrete monument found in the southwesterly margin of said FM 1696 bears South 31°08'35" West, 100.86 feet;

THENCE in a northwesterly direction, 349.68 feet, continuing along the northeasterly margin of said FM 1696 with the arc of said curve to the right, having a radius of 2,771.68 feet, a central angle of 07°13'43", and a chord that bears North 60°56'20" West, 349.45 feet to ½ inch iron rod with cap found for the common southerly corner of said 371.954 acre tract and the remainder of a called 1725.20 acre tract described as "One hundred thirty-sixth tract" in instrument to Rayonier Forest Resources, L.P., recorded in Volume 847, Page 47, O.R.W.C.T., being the southwesterly corner of the herein described 355.357 acre tract;

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THENCE North 02°19'20" West, 12,618.14 feet, with the westerly line of said 371.954 acre tract and the easterly line of said One hundred thirty-sixth tract, the easterly line of the remainder of a called 131.07 acre tract described as "One hundred fourth tract" in instrument to Rayonier Forest Resources, L.P., recorded in Volume 847, Page 56, O.R.W.C.T., the easterly line of the remainder of a called 360.63 acre tract described as "One hundred twenty-fourth tract" in instrument to Rayonier Forest Resources, L.P., recorded in said Volume 847, Page 47, O.R.W.C.T., the easterly line of the remainder of a called 1081.85 acre tract described as "Eighth tract" in instrument to Rayonier Forest Resources, L.P., recorded in said Volume 847, Page 47, O.R.W.C.T., and the easterly line of said Ninety ninth tract, to the **PLACE OF BEGINNING**;

CONTAINING a computed area of 355.357 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground in January, 2017 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number R343-01.

Bearings recited hereon are based on GPS Observations, referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone (4203).

May 23, 2017	
Date	Carey A. Johnson

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Exhibit B

Survey

NOM

26 LOTS, I BLOCK

OWNER'S CERTIFICATE OF APPROVAL

THE STATE OF FLORIDA COUNTY OF NASSAU

TerraPointe LC d/b/o TerraPointe Texas Holdings LLC, a Delevane limited ibability company, herein acting individually or hirough the undersigned duly authorized agents, does hereby adopt this paid designating the herein described real property as Iron Star, and an hereby modes subdivision of said property accounting to lines, sheets, left, alleys, porter, building lines, and ecasements therein shown, and dedicate to public use trever all areas shown on on this plat as stressiz, elleys, parks, and ecasements accept those specifically indicated as preferring and does hereby well we any claims for demoges occasioned by the establishing of grades as approved for the strests and clies dedicated, or acceptance by the establishing of grades as approved for the strests and clies dedicated, or acceptant to study any designation by the authors of any portion of strests or alleys to acceptant to study and design and does hereby bind currelyes, our successors and assigns to warront and forever defend the fills of the land so dedicated.

Owner heraby certifies that it has compiled with all applicable regulations of the County of Walker, Taxas, and that a rough proportionality exist between the dedications, improvements, and acacilons required under such regulations and the projected impact of the subadivision.

WITNESS, our hands in Fernandina Beach, Nassau County, Florida this

TerraPointe LLC d/b/a TerraPointe Texas Holding LLC BY: Rayanier TRS Operating Company

MARK R. Bridgell

Har Vice Porsistent

STATE OF FLORIDA COUNTY OF NASSAU

BECRE ME, the understand outbouth, on this dop personally appeared MORY Z. Excitation (MORY Z. Excitation More) and Reporter Tris Operating Company, known to me to be the person whose name is subscribed to the tringeling instrument, and activated and to me that he executed the some for the purposes and consideration therein sided.

GIVEN LINDER MY HAND AND SEAL OF OFFICE THIS THE STANDS OF THE LIND THE STANDS OF THE

Notary Public, County of Nassau, Slote of Florida. Notory Signature: Mysaw Athaid

Printed Name: Susan G. Whillatch

My Commission Expires: 7/20/2020

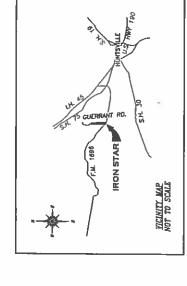


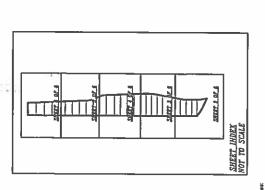
SURVEYOR'S CERTIFICATE

This is to certify that the undersigned, a registered professional fand surveyor of the State of Texas, has plotted the above subdivision from an actual survey on the ground; that this plat correctly represents the survey; and that all boundary corners, angle points and points of curvature or tangency are properly

Nomey Carey A. Johnson Texas Registration No. 6524







- Covernal levisher.

 Covernal levisher.

 (NASSA). The house for bearings are bessed on the Teven State Plane 1883.

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 (NASSA).

 2) Comman marked "XII" are 1/3" from node with cap stamped "TPS".

 (NASSA).

 3) There is a 21" SIL along the front property fines, or 10" EL salang. The new is a 21" SIL along the front property fines, and of the cap for the property fines.

 Drosenty fine, a 22" SIL along the cap 20" SIL along the southwey property fine.

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 2) Destit to which workney property fines.

 2) Destit to width workney property fines.

 2) The "Apparents Survey Life" shown from the to the abstract boundering, not the subject front or Right-of-Way dedications.

DRAINAGE ACCEPTANCE NOTE

all left within its abdithation end the senses that et must santhaus is assept all californic and discharge shrundars in pleas of the time as called the supplementation of the pleasant of the pleasant of the public state of the supplementation of the public special principles. It is defined to all natural flows at exist entiring one or everyally the property.

COMMISSIONER'S COURT CERTIFICATE

STATE OF TEXAS

This is to sarily that the Commissioners Court of Walker County, Texas has on the Second of of COUNTY OF WALKER

__ 2012, approved this, H

Danny Kuykendali Commisioner Precinct 1

Jimmy D. Hanry Commissioner Precinct 4

Commissioner Precinct 2

COUNTY CLERK CERTIFICATE

STATE OF TEXAS

COUNTY OF WALKER

. Karl A. Franch, clerk of the County Court of Walker County, Texas do hereby certify that the

foregoing Plat was approved by the Commissioners Court of said County on the Soloy of Ani a Juneth County Clerk 200

COUNTY CLERK CERTIFICATE

STATE OF TEXAS

COUNTY OF WALKER

2017, at 2:19 o'clock PM i, Karl A. French, County Clerk in and for said county, do hereby certify that this piat was filed for record in my office on the 12 day of MARC.

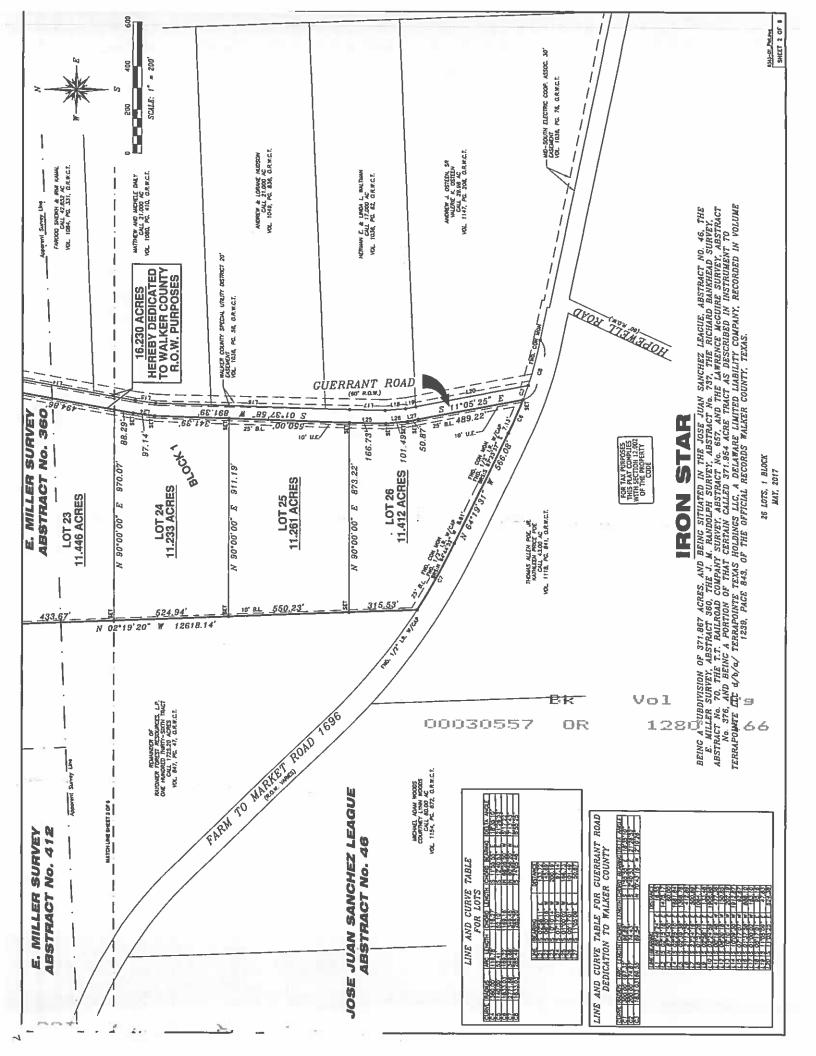
recorded in Volume U., Page 99 of the Plat Records of Walker County, Texas. Karl A. French, County Clerk

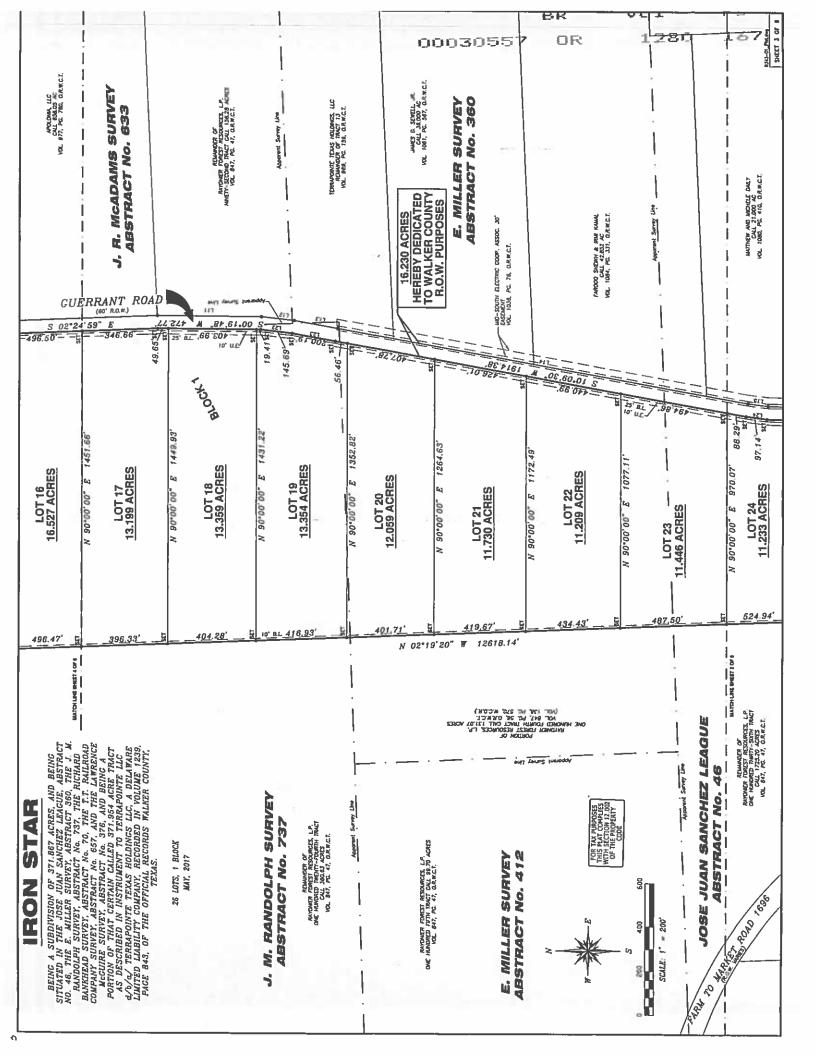
Subject property shown hereon is located in Zone X, and ofces not oppose to the within the 100-year flood policy, excanding to the FLRAX, Placed heurence Role May, Community Paris 48471C 0200 0, effective Apput 18, 2011.

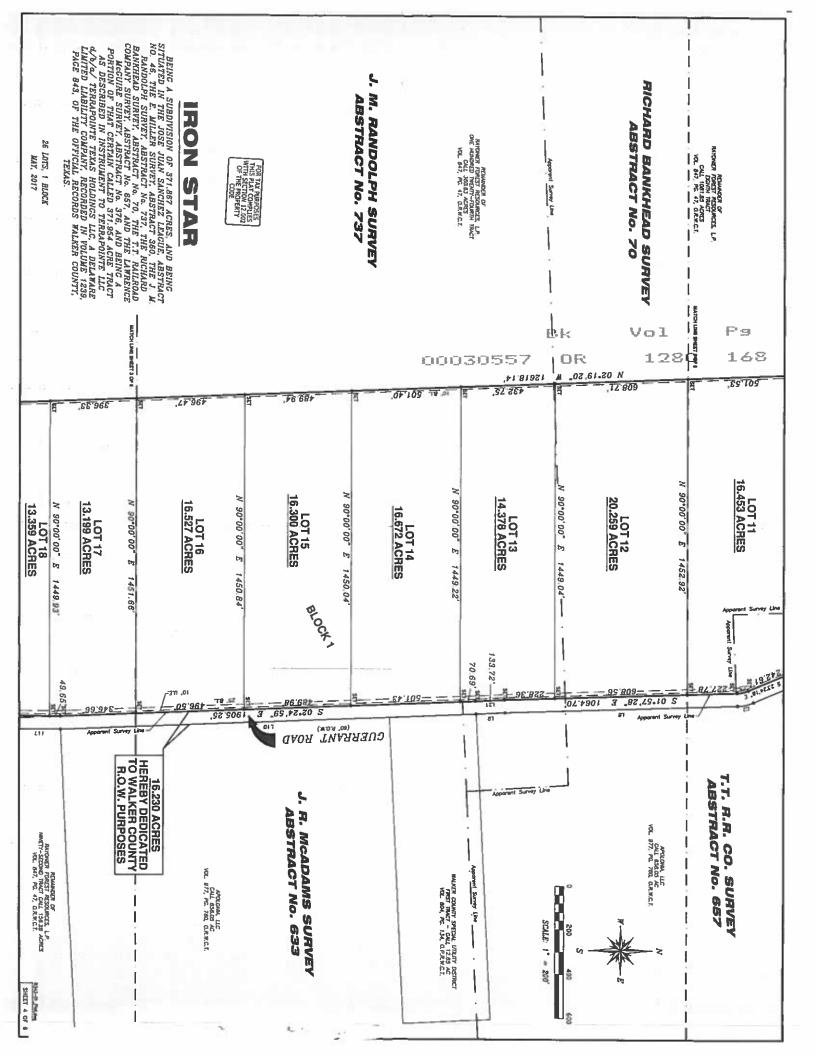
TERRADONTE LC dubu TERRADONTE LC dubu A DELAWARE UMITED LABILITY COMPANY F 225 WATER STREET, SUITE 1400 JACKGONNILL, FLORIDA 32222

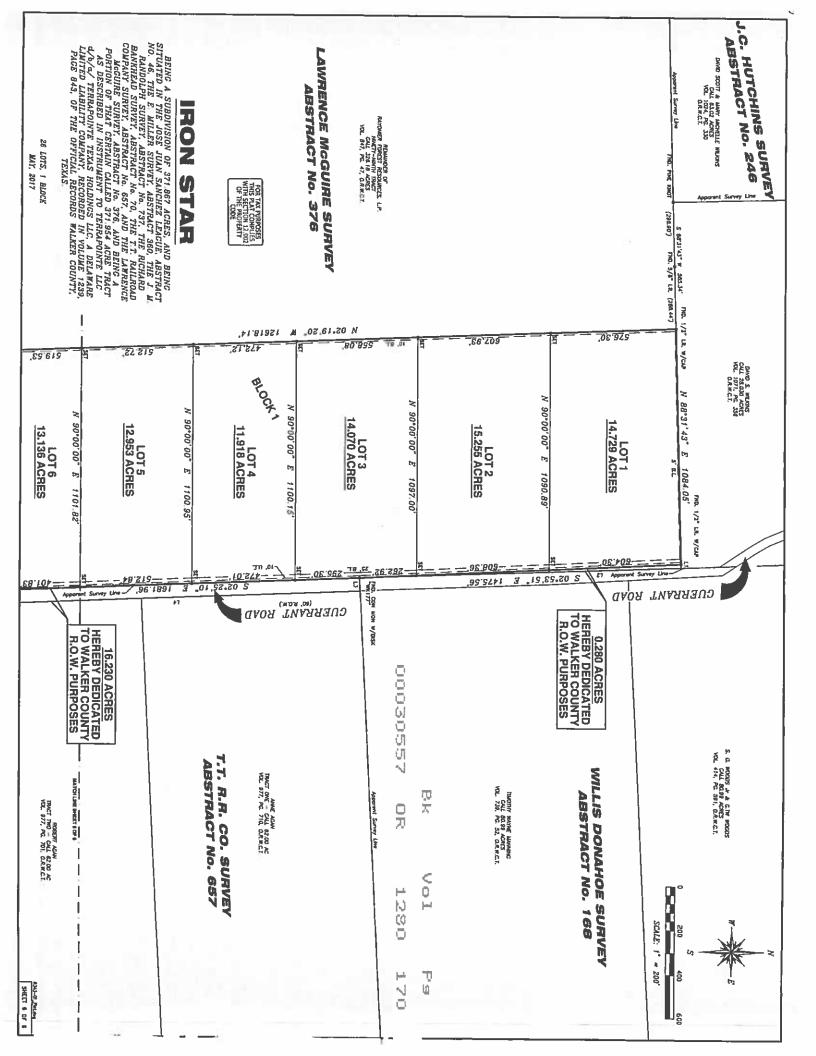
SURVEYOR
TEXAS PHOFESSIONAL SURVEYING
FIRM REGISTRATION No. 10083450
302 NOHTH FRAZIER
CONROC, TEXAS 77303

SHEET 1 OF 8 R.343-CT Pot dog









Bk Vol Ps 00030557 OR 1280 171

Exhibit C

Fencing Specifications

