DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTY LINE FARMS

STATE OF TEXAS COUNTY OF POLK

Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company (herein the "<u>DECLARANT</u>"), 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 (herein the "<u>DECLARATION</u>").

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property located in Polk 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, agricultural and/or recreational uses; and

WHEREAS, the PROPERTY is depicted on that certain plat of County Line Farms as recorded on January 2, 2019 in Volume 13, at Page 46 of the Plat Records in the Office of the Clerk of Court for Polk County, Texas ("Plat"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference. No accessways, utility, stormwater, or any other improvements are made a part of this community or this DECLARATION other than as depicted on the Plat; 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 twenty (20) years from the date of conveyance, unless otherwise permitted by DECLARANT, or its successor or assigns, by a date prior to the 20 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

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 "OWNER" shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or legal 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.
- 2.4 "<u>PROPERTY</u>" shall mean the approximate 77.922 acres of land in Polk County, Texas, and as is more particularly described on <u>Exhibit A</u> and depicted on <u>Exhibit B</u>, both, attached hereto and which land has been designated and named herein as "County Line Farms".
- 2.5 "TRACT" shall mean any lot, parcel or tract situate within the PROPERTY as depicted on the Plat and Exhibit B attached hereto, together with any additional lots, parcels or tracts which may be made subject to this DECLARATION in the future.
- 2.6 "<u>RECREATIONAL USE</u>" shall mean a use by any natural person, legal 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, legal person or entity for one dwelling unit on any TRACT as living quarters. For avoidance of doubt, RESIDENTIAL USE does not include multi-family occupancy.
- 2.8 "<u>AGRICULTURAL USE</u>" shall mean the cultivation of food crops, silviculture or livestock, including the marketing of agricultural products produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.

2.9 "MOBILE HOME" shall mean any manufactured home, mobile home, modular home and house trailer.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and each TRACT within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and each TRACT 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 IMPROVEMENTS on the PROPERTY or on each TRACT 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, RECREATIONAL or AGRICULTURAL 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 MOBILE HOME shall be permitted on any TRACT.
- 4.3 <u>Traditional Homes</u>: Single family residences shall have a minimum of 800 air conditioned square feet exclusive of carports, porches and garages, and shall be completed within one (1) year from the date of issuance of the building permit by Polk 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 twelve (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 one hundred feet (100') from the front, twenty feet (20') from the rear, and 20 feet from the side lines of a TRACT or in accordance with the applicable zoning regulations of Polk 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 IMPROVEMENTS shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

- 4.7 Fencing: 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 Waste Storage and Removal: 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 Polk County, Texas. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.
- Nuisance Prohibition: 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 annovance 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 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 shall be:

DECLARANT:

Raydient LLC dba Raydient Places + Properties LLC

Attention: Jason Shearer

1 Rayonier Way Wildlight, FL 32097

WITH A COPY TO: S. Allister Fisher, Esq.

Rayonier Inc. 1 Rayonier Way Wildlight, FL 32097

ARTICLE VI – MISCELLANEOUS PROVISIONS

6.1 Enforcement. Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Polk 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 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 <u>Recovery.</u> 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 attorneys' and paralegals' 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, 2038 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 (50%) of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Polk 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 Amendment.

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns the PROPERTY, any TRACT or any portion of the PROPERTY, reserves and shall have the sole right to (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the PROPERTY, any TRACT or any portion of the PROPERTY that do not lower the standards of the covenants and restrictions herein contained; (c) release the PROPERTY, any TRACT or any portion of the PROPERTY from any part of the Covenants where such part has been violated and where the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this DECLARATION without vote or consent of any OWNER in any

manner which does not impose a greater restriction on the use or development of the PROPERTY or adversely affect the substantive rights of an existing OWNER or mortgagee; (e) amend or supplement this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION; and (f) amend this DECLARATION for the purpose of withdrawing the PROPERTY, any TRACT or any portion of the PROPERTY from this DECLARATION. The foregoing amendments may be made without the joinder or approval of any OWNER.

- 6.6.2 <u>Amendment by OWNERS</u>: Provided DECLARANT does not own any TRACT or any portion of the PROPERTY, these Covenants may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than seventy-five percent (75%) of the TRACTS in the PROPERTY, and the DECLARANT, and recorded in the Polk County, Texas land records. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of Tracts, and 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 <u>Right to Subdivide</u>. 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 Polk 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 March 4th, 2019.

IN THE PRESENCE OF:

DECLARANT:

Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability

company

Bv:

Printed Name:

Its: Vice President

Allister Fisher

STATE OF FLORIDA **COUNTY OF NASSAU**

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this day of March, 2019, by S. Allister Fisher, as Vice President of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

Notary Public, State of Florida Name: Joy L. LaWarre

My Commission Expires: 02/23/2022

SEAL

JOY L. LAWARRE MY COMMISSION # GG 164789 EXPIRES: February 23, 2022 Bonded Thru Notary Public Underwriten

Exhibit A

"Description of the Property"

Polk County, Texas

(SEE ATTACHED TWO (2) PAGES)

SURVEY DESCRIPTION 77.922 ACRES I. & G. N. R. R. SURVEY #40, A - 1026 POLK COUNTY, TEXAS

(Raydient LLC dba Raydient Places + Properties LLC formerly known as TerraPointe LLC)

Being all that certain tract or parcel of land lying and situated in Polk County, Texas, being located in the I&G.N.R. R. SURVEY # 40, ABSTRACT No. 1026, being a part or portion of that certain 'Tract 280', a called 324 acre tract, conveyed in Special Warranty Deed from Rayonier Forest Resources, L. P. to Terrapointe LLC, dba as TerraPointe Texas Holdings LLC, (Now Raydient LLC, dba Raydient Places + Properties LLC), recorded in the Official Public Records of Polk County, Texas (OPRPCT) in volume 2064 on page 383, dated June 29, 2016, to which reference is hereby made for any and all purposes and said tract being described by metes and bounds as follows to wit;

Beginning at the Southwest corner of reference tract, said point being the Northwest corner of that certain 'Second Tract', called 160 acres (S&E 49.9 acres), conveyed to Shirey Family Properties, LLC, recorded in the OPRPCT in volume 1893 on page 480, said point being an angle corner on the East boundary line of that certain called 161.451 acre tract conveyed to John Wesley Roden and wife, Amanda N. Roden, recorded in said records in volume 1705 on page 777, said point being a 3 in. metal pipe filled with concrete with brass cap stamped p-626, said point being the Point of Beginning of the herein described tract having a Latitude of N 31 06' 55.219" and Longitude of W: 94 51' 35.000" and Texas State Plane coordinates of N: 10411508.55 E: 4008691.36 Central Zone 4203 Nad 88 and from said pipe an 11 in. Red Oak found marked 'x' bears S65°24'E – 8.1 feet;

Thence N03°15'08"W, at a distance of 61.06 feet, pass on line a 1/2 in. iron rod found for the Northeast corner of said 161.451 acre tract and the Southeast corner of that certain 'Third Tract', called 161.451 acres conveyed to Shirey Family Properties, LLC recorded in the OPRPCT in volume 1893 on page 480 and continuing along said line at a total distance of 3509.04 feet, the Northwest corner of reference tract and the Southwest corner of that certain called 474 acre tract conveyed to Montwalk Holdings, Ltd., recorded in said records in volume 2041 on page 777, more particularly described in volume 45 on page 204, a 3 in. metal pipe filled with concrete with brass cap stamped P-627 found for corner witnessed by a 19 in. Pine found marked with 'x' bears S10°41'W – 34.4 feet and a 14 in. Pine found with 3 bands bears S79°01'E – 3.4 feet;

Thence N88°10'31"E, at a distance of 2054.36 feet, with the North boundary line of reference tract and South boundary line of the aforesaid 474 acre tract, to a 1/2 in. iron rod set for corner in the approximate centerline of a County Road locally known as Sanford Road and from which a 1/2 in. iron rod set for reference bears S88°10'31"W – 41.16 feet and a 3/4 in. iron pipe found bears N88°10'31"E – 136.93 feet distant;

Thence across reference tract and with the centerline of said road 15 calls as follows:

- 1. with curve to the left, concave to the Southeast having a radius of 505.74 feet, a chord bearing and distance of S26°20'43"W 289.17 feet, a central angle of 33°13'24", at an arc distance of 293.26 feet, a point for corner witness by a 1/2 in. iron rod set bearing N80°15'59"W 30.00 ft.;
- $2.S09^{\circ}44'01"W$, at a distance of 131.31 feet, a point for corner, witness by a 1/2 in. iron rod set bearing N80°15'59"W 30.00 feet;
- 3. with curve to the right, concave to the Northwest having a radius of 1031.72 feet, a chord bearing and distance of S17°45'48"W 288.24 feet, a central angle of 16°03'34", at an arc distance of 289.18 feet, a point for corner witness by a 1/2 in. iron rod set bearing N64°12'24"W 30.00 feet;
- 4. S25°47'36"W, at a distance of 89.35 feet, a point for corner witness by a 1/2 in. iron rod set bearing N64°12'24"W 30.00 feet;

V:\254\254576\FN\254576

Page 1 of 2

SURVEY DESCRIPTION 77.922 ACRES I. & G. N. R. R. SURVEY #40, A - 1026 POLK COUNTY, TEXAS

(Raydient LLC dba Raydient Places + Properties LLC formerly known as TerraPointe LLC)

5. with curve to the right, concave to the Northwest having a radius of 489.48 feet, a chord bearing and distance of S43°39'41"W – 300.37 feet, a central angle of 35°44'13", at an arc distance of 305.30 feet, a point for corner witness by a 1/2 in. iron rod set bearing N28°28'24"W – 30.00 feet;

- 6. S61°31'48"W, at a distance of 745.44 feet, a point for corner witness by a 1/2 in. iron rod set bearing N28°28'12"W 30.00 feet;
- 7. with curve to the left, concave to the Southeast having a radius of 714.00 feet, a chord bearing and distance of $S54^{\circ}06'23''W 184.51$ feet, a central angle of $14^{\circ}50'51''$, at an arc distance of 185.02 feet, a point for corner witness by a 1/2 in. iron rod set bearing $N43^{\circ}19'02''W 30.00$ feet;
- 8. S46°40'57"W, at a distance of 324.26 feet, a point for corner witness by a 1/2 in. iron rod set bearing N43°19'03"W 30.00 feet;
- 9. with curve to the left, concave to the Southeast having a radius of 177.37 feet, a chord bearing and distance of S03°48'40"W 241.35 feet, a central angle of 85°44'34", at an arc distance of 265.43 feet, a point for corner witness by a 1/2 in. iron rod set bearing S50°56'23"W 30.00 feet;
- 10. S39 $^{\circ}$ 03'37"E, at a distance of 342.20 feet, a point for corner witness by a 1/2 in. iron rod set bearing S50 $^{\circ}$ 56'23"W 30.00 feet;
- 11. with curve to the right, concave to the Southwest having a radius of 358.81 feet, a chord bearing and distance of S17°19'39"E 265.72 feet, a central angle of 43°27'56", at an arc distance of 272.20 feet, a point for corner witness by a 1/2 in. iron rod set bearing N85°35'41"W 30.00 feet;
- 12. S04°16'53"W, at a distance of 461.55 feet, a point for corner witness by a 1/2 in. iron rod set bearing N82°44'51"W 30.04 feet;
- 13. S10°13'24"W, at a distance of 327.43 feet, a point for corner witness by a 1/2 in. iron rod set bearing N79°46'36"W 30.00 feet;
- 14. with curve to the left, concave to the East, having a radius of 485.07 feet, a chord bearing and distance of $505^{\circ}36'34''E 264.68$ feet, a central angle of $31^{\circ}39'56''$, at an arc distance of 268.08 feet, a point for corner witness by a 1/2 in. iron rod set bearing $568^{\circ}33'28''W 30.00$ feet;
- 15. S21°26'32"E, at a distance of 91.97 feet, intersect the South boundary line of reference tract and North boundary line of the aforesaid referred to 160 acre Shirey Family tract, a point for corner witness by a 1/2 in. iron rod set bearing S86°58'40"W 31.62 feet and a 3 in. metal pipe filled with concrete with brass cap stamped P 625 found bearing N86°58'40"E 3096.57 feet distant;

Thence S86°58'40"W, at a distance of 575.29 feet, with the South boundary line of reference tract and North boundary line of said 160 acre tract, to the Point of Beginning of the herein described tract and found to contain 77.922 acres more or less and of which 3.023 acres lie within the margins of Sanford road.

The bearings of this survey are based on Texas State Plane Grid bearings. All coordinates given are Texas State Plane, Central Zone 4203 Nad 88.

This is to certify that I, Daniel E. Cummins, a Licensed Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground and all block corners, angle points and points of curvature are properly marked with 1/2 in. iron rods. All iron rods set bear a plastic yellow cap marked Goodwin Lasiter.

Exhibit B

"Plat"

(SEE ATTACHED TWO (2) PAGES)

RECORDER'S MEMORANDUM

All or Parts of the Text on This Page Were Not Clearly Legible For Satisfactory Recordation and/or Reproduction

County of Palk

and an interaction of contentrated contentration of conte

Begginning at the Schurabura Control of Institute that Control the Other Berginning at the Schurabura Control of Linguisture Lands of the zoutum Special Track Control of the Schurabura Control of the

Theres MCVT SERVI at a distance of 150 Kein pasce in ser 110 n non rib lond for the Northeast zomer of said Theres MCVT SERVI at a distance of that design Their Their Cauled 161 KS1 there conveyed to Shreey Family Propereds, LLC recorded in the GPPPCTI in volume 1825 on page 468 and community along said the all a that distance of Propereds, LLC recorded in the GPPPCTI in volume 1825 on page 468 and community along said the all a that distance of Service April 1825 and the Service of the Service April 1825 and the Service Apr

Theore NeW-TOP is a distance of 2006 at each with which pocardow their electrons to find and South boundary lee of the distance of the distanc

Throse across electrons that and with mace translitient of allocated 150 bits belowed.

SECTIONED TO Be the first protective the Southeast having a mean of 350 57 Meet, a chord bearing and demands of 300 500 Meet, a chord person and of 300 500 Meet, a chord person and of 300 500 Meet, a point for contact whereas by a 1/2 in one one set also set between the contact whereas by a 1/2 in 500 meet and set between 150 Meet.

2.55974201W, at a disease of (13.31 bet, a port for corres, whress by a 1/2 m iron rod set bearing MeIOTSSW. 3000 feet.
ST74053 W More to the right; concave to the Northwest howing a radius of (101.72 feet, a child bearing and distance of ST74054W. 308 of feet, a comit ange of 100.734", at a new forecast feet, a point for correst whress by a 1/2 m on rod set bearing (5447724W), 30.00 feet. 4, S25*47'36'7W at a distance of 89.35 feet, a point for corner witness by a 1/2 in Iron rod set bearing N64"12'24"W

5, with curve to the right, concaive to the Northwest having a natus of 469.48 test a chord bearing and detains of 55,334 fV -300.37 feet, a point for comer wintess by a 112 m inn not set bearing (282252244V), 30,00 Met. 30.00 feet,

6 S61'31'48'W, at a distance of 745.44 feet, a point for corner witness by a 1/2 in iron rod set bearing vt36'28'12'W - 30.00 feet.

The course of control to the left, concave to the Southeast having a radius of 714.00 lets; a chord bearing and distants of SSCV022VV -1945 if the 24 chord adopted 14-5005ff, at an air distance of 185 f02 feet, a point for commit witness by a 1/2 mon cod set bearing MAP1902VV -3000 feet.

V43"19'03'W - 30 00 fee

9 will curve to the left, describes the Repairment having a response of 17.30 led; a chied bearing and distance of \$50.400.0W - 241.53 heat, a chied bearing and distance of \$50.400.0W - 241.53 heat, a point the complex witness by a 1/2 m lost of set bearing \$50.900.0W - 30.00 led.

10.530.000.7W - 341.500.0W - 341.500 led.

10.530.000.7W - 341.500.0W - 341.500 led.

11. will once the regol consense here Southerness henge a stellar of 35.9 it leat a chord bearing and distinct on control stellar bearing and distinct of control country and distinct of set a point for control with the 25.0 it least a control shape of 32.75 (%), at a distinct of 45.55 (%), a point for commerverses by a 1.2 m not not des bearing NA2-445 (W), at a distinct of 45.55 (%), a point for commerverses by a 1.2 m not not de bearing NA2-445 (W), at a distinct of 32.745 (%), at a point for commerverses by a 1.2 m not not des bearing NA3-445 (W), at a distinct of 32.745 (%), at a point for commerverse by a 1.2 m not not des bearing NA3-545 (W), at a control support of 27.455 (%), at a point for commerverse by a 1.2 m not not destinate of 35.545 (%), at a not distinct of 45.545 (%), at a point for commerver by a 1.2 m not destinate by 35.545 (%), at a not distinct of 45.545 (%), at a point for commerver by a 1.2 m not destinate by 35.545 (%), at a not distinct of 45.545 (%), and a not distinct of 45.545 (%), at a not distinct of 45.545 (%), and a not distinct of 45.545 (%).

Therec SBI'534(TW) at a distance of 57.25 let with the South boundary line of reference (acid and both boundary line as a said 160 see that it he Point of againing of the threen described tract and found to contain 77.922 sucres more or less and 31 which 2.023 acres to which the bringins of Sainford road

The bearings of this survey are based on Texas State Plane Grid bearings. All coordinates given are Toxas State Plane, Central Zone 200 hud.

This is to carry that I Daniel E Cummins a Locinsol districts of the State of Years. Now planted the size-software harm after contain entry the system and has a book owners, anythe peets, and peets of con-air property makes with 12 day, less your

DAVIEL E CLAMING
5295
5295
5406
5406
5406
5406 Registered Professional Land Surreys No. 5210 Goodwin-Lasiler, Inc. 1609 S. Chesnut St. Suite 202 Lulkin TX 75901

2019 JAN -2 AM 11: 35

FILED FOR RECORD

The state of the s

Transcoult Pecanic Courty of POLIX S rame, road are of Dec. 2211

LOCATED AND LAID OUT BY COODWIN-LASITER-STRONG

A SUBDIVISION OF 77.922 ACRES OF LAND IN THE I. & C. N. R. R. SURVEY #40. A-1026 NOVEMBER 2018

COUNTY LINE FARMS

STATE OF TEXAS
SOUNTY OF ANGELINA

Before me, me undersgrood authority, a Notary Puzide in and for the State of Texas, on this day despossibly applicated Damiel E. Curmmis, incism, for me to be this person whose name is subscribed to the foregoing instrument and nethon/éroged to me that he executed the same for the purpose and consisted abusin fortiers.

Under my hand and and so to proce the cay or William Day Notice of and to the State of Super Commission Expens

Sam Houston Electric CO-OP Nigton-Wakefield Water Supply UTILITY PROVIDERS

STATE OF TEXAS § COUNTY OF POLK §

'n

vie. That L. Brithagh Jane L. Anne L. Brithagh Jane L. Voor Present and Assistant Secretary respectively of Baydent LLC data Delayment Please Properties LLC, a Delaware municipation companies, formerly broads on Enth Service Lance Holosyst. LLC of Delayment Please Properties LLC, a Delaware municipation of the Service of Charle Present Service LLC, and contained and absolute and the service of the Service Charles Holosyst. LLC of and animoment of the service of the Service Charles and Service of the Service Charles Service Charles Assistant Service Assistant Se

Optioning, but assessment necessary or PD-IAS_ADSIATED Decote DN SALVEAL Vote President and Assasiant Sametiery raspectively of Payor Three sto control man Library Decote Salveau Decote Data Repair Places + Properties LLC, a Database in mind a half by company, formerly known as TerraPoint a LLC, as Determine the interest herefore a wind company and the apparatures herefore a wind company with the regulators herefore a wind of the property subdrudded in this above and temporal man of the property candiduction to the apparature that a company of the properties LLC.

ucted agrial easement five (5) lest wide from a plane (wenty (20) feet above the ground upward_located There is also dedicated for utilities an unobstradjacent to all easements shown hereon

8

FURTHER, Raydent LLC dos Raydent Placos + Properties LLC, a Delevare limited labeliny company, formorly incom as TermPortie LLC, a Delevare immedia delaty company forester lever of my end and algular company for described into a growners of the properties of the growners of the properties of the growners of the properties of the growners of the purpose of constructing and of manitement of the purpose of constructing and or manitement of the purpose of the purpose of constructing and or manitement of the purpose of the

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its uais, which restrictions shall run with the tuke to the property, and shall be enforceable, at the option of Pok County, Texas, by Polk County, Texas or any octoen thereof, by injunction, as follows

(2) Damaga structures under private diveways shall have a net dramage opening area of sufficient sza to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1 %) square feet (18° diameter pipe culvent). Culvens or bringses must be used for driveways and/or (1) That drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly is strictly prohibited

of the succession and properties LLC, a Delaware Imited lability company, hereby coverants and agrees that all lots within the boundaries of the succession as the recomman properties of the succession and the succession an

(for any lease) commend and agree with the Count and or any property convex it all no dwelling unit shall be appressed above occupand on any bit all and as a superior and above occupand on any bit all and as a superior and a few and a count and of Caury and State Planta authorities shall limit have been been deaded to the city of or one and in no case shall any dealing be constituted upon a out, pot or set of less area than two brought (5,00) square feet or with less steel building her fortige than fifty (50) feet.

IN TESTMONY WHEREOF, Raydows LLC data Raydows Plazars + Properties LLC a Delavare immed laaking company, formeny known as TermiPoule
LLC data Trimsform Teams and the Company of the Company is a custoo brase presents to be agreed by Michael & Machaelle L. is
Loop Present Teams and the Common and the common such that the common

daydiant LLC dha Raydiant Pabasa + Properties LLC, a Delaware Imfied lability company, formerly known as TerraPoune LLC dbia TerraPoune Taxas riodings. LLC, a Delaware Imfied lability company

" Make Brilled MINEK & BLEDWENNE SEALES METYVER AMERICA

STATE OF FLORIDA §

COUNTY OF NASSAU §

MY COMMISSION IF GG 18: de uns The day of December 2018

Control Law Sale of Forces 62/23/ Jobs

COUNTY LINE FARMS SUBDIVISION PLAT

A SUBDIVISION OF 77,922 ARRES OF LAND IN
THE I. & C. A. N. R. S. SURVEY \$40, A-1026
POUNTY, TEXAS
NOVEMBRE 2018
SHEET 2 OF 2



i. Sightey Murphy, County Judge of Polit County, Texas, do hereby cardify that this map or plait, with filled roses hearen. The account of the County Texas and of the Board of the County Texas and by the account of the County, Texas and by the account of the County Texas and by the account of the County Texas and by the account of the preser recent of the County Count of the County Count of the County Cou

15 31 50%

System Murphy, Pain County Judge

KNOW ALL MIN BY THESE PRESENTS

COUNTY OF POLK

TO CERTIFY WHICH. WITNESS my hand and seal at the County Court of said County at my office in Livingston. Texas, the data last shown above written.

Lechestra Mod. Corpy, Care of the Confr. Teas, as more, and marke excepting industry of inviting with its certificate of authorizing a schematic formation and market of the market of t

KNOWALL MEN BY THESE PRESENTS.

THE STATE OF TEXAS §

COUNTY OF POLK

Shelane Hoch

Sami godis

Clerk of Polk County, Texas

J HONE

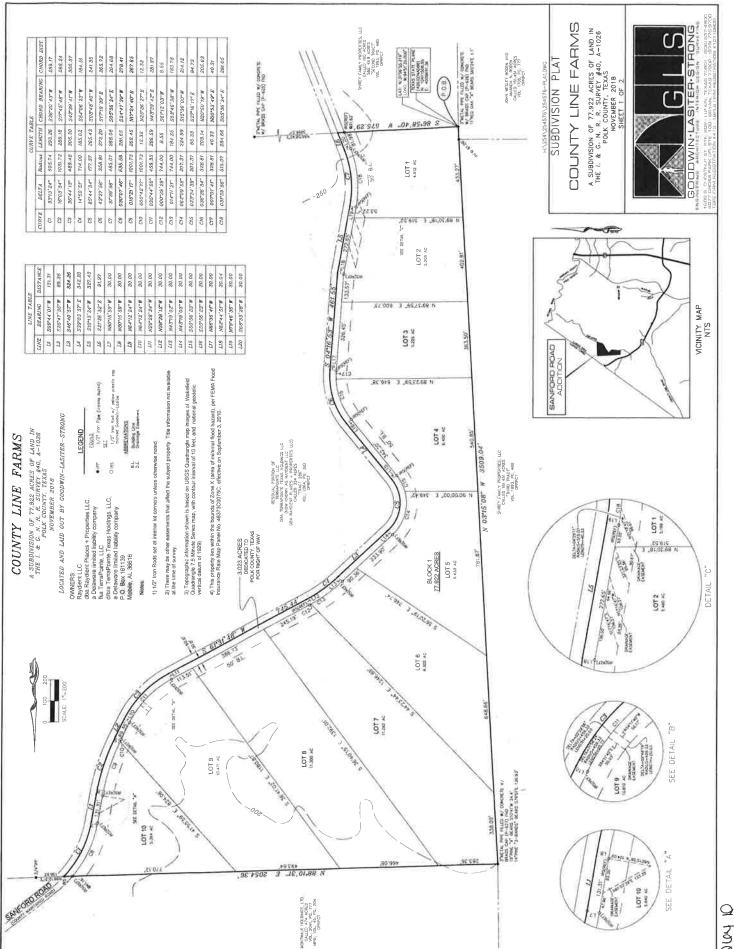


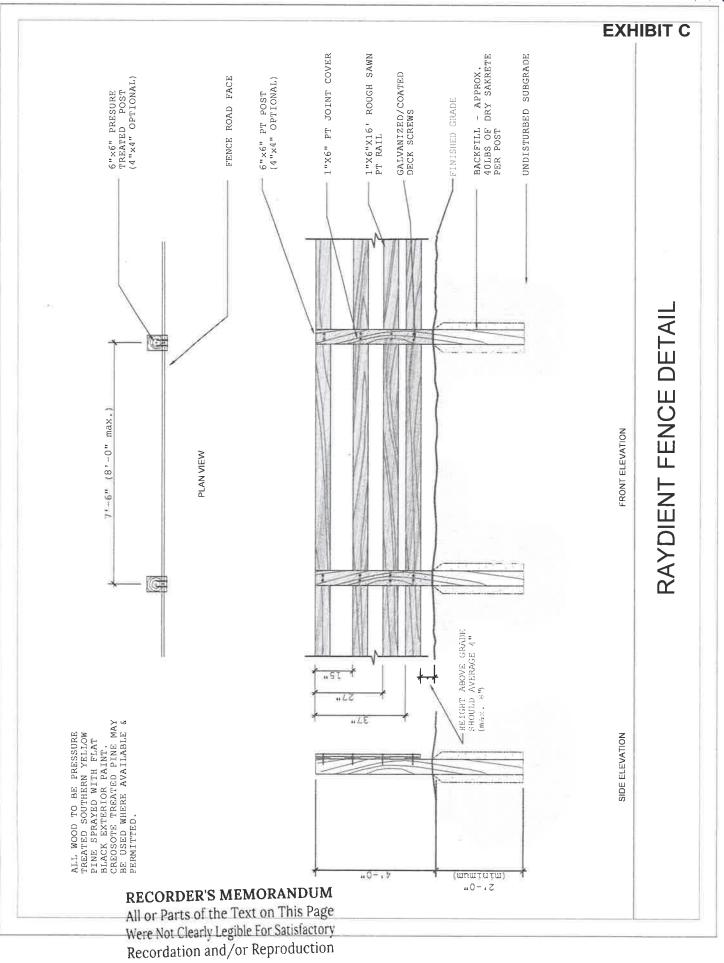
Exhibit C

"Fence Specifications"

(SEE ATTACHED ONE (1) PAGE)

RECORDER'S MEMORANDUM

All or Parts of the Text on This Page Were Not Clearly Legible For Satisfactory Recordation and/or Reproduction



FILED FOR RECORD

2019 MAR 12 PM 2: 29

elana Hoch POLK COUNTY CLERK

STATE OF TEXAS }
COUNTY OF POLK}
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped hereon by me.

MAR 1 2 2019

