

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BLUE RIDGE PRIVATE LANDS**

THE STATE OF TEXAS COUNTY

§

OF COLLIN

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KNOW ALL MEN BY THESE

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PRESENTS

NOTICE: THIS DOCUMENT SUBSTANTIALLY EFFECTS YOUR RIGHTS AND OBLIGATIONS AS AN OWNER OF PROPERTY IN THIS SUBDIVISION. READ IT CAREFULLY. WITHOUT LIMITATION, YOU ARE SPECIFICALLY ADVISED THAT ARTICLE VII PROVIDES FOR MANDATORY PAYMENT OF ASSESSMENTS TO THE ASSOCIATION AND A CONTINUING LIEN AGAINST YOUR PROPERTY TO SECURE PAYMENT OF ASSESSMENTS WHICH MAY BE FORECLOSED EVEN IF THE PROPERTY IS YOUR HOMESTEAD.

For the purposes of enhancing and protecting the value, utility, attractiveness and desirability of the real property constituting the Project (as defined hereinafter), Sunbelt Estates, L.L.C., declarant hereby declares that all the Property (as defined hereinafter) and each part thereof shall be beld, sold, and conveyed only subject to the following covenants conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described Property or any part thereof their heirs, successors, and assigns, and shall inure to the benefit of each owner of the Property.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to a yet to be formed non-profit entity to be formed at a later date in accordance with Article V by the Owners of the Property, as set forth herein, known as BLUE RIDGE Private Lands Property Owners Association.

Section 2. "Board" shall mean the Manager of Sunbelt Estates, L.L.C. until such time as the Association has been formed hereinafter **"Board"** shall mean the Board of Directors of the Association.

Section 3. "Commons" shall mean any property reserved for or dedicated to the common use of property Owners, or established through easements across tracts, or any properties leased for such purpose.

Section 4. "Declarant" shall mean Sunbelt Estates, L.L.C.

Section 5. "Declaration" shall mean this Declaration of Covenants, Conditions and Restriction of BLUE RIDGE Private Lands and all amendments thereto.

Section 6. "Drives" shall mean any common area reserved for the use by all Owners for vehicular traffic.

Section 7. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, commons and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 8. "Member" shall mean every person or entity that holds title to Property in the Project. Each holder of title to Property in the Project becomes a member of the Association upon such purchase and shall no longer be a Member of the Association upon disposition of title to Property in the Project.

Section 9. A Deed of Trust, or a Vendor's Lien "**Mortgage**" shall mean a bona fide mortgage.

Section 10. "Mortgagee" shall mean a holder of a bona fide mortgage or a beneficiary under or holder of a Deed of Trust.

Section 11. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Tract which is a part of the Project, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation.

Section 12. "Project" shall mean the real property described by metes and bounds, as follows:

Tract 11.383 Acres, more or less, COLLEN County, Texas being more particularly described by metes and bounds in Exhibit "A" attached hereto.

Tract 10.267 Acres, more or less, COLLIN County, Texas being more particularly described by metes and bounds in Exhibit "B" attached hereto.

Tract 10.850 Acres, more or less, COLLIN County, Texas being more particularly described by metes and bounds in Exhibit "C" attached hereto.

Tract 10.593 Acres, more or less, COLLIN County, Texas being more particularly described by metes and bounds in Exhibit "D" attached hereto.

Tract 10.586 Acres, more or less, COLLIN County, Texas being more particularly described by metes and bounds in Exhibit "E" attached hereto.

Tract 10.652 Acres, more or less, COLLIN County, Texas being more particularly described by metes and bounds in Exhibit "F" attached hereto.

Section 13. "Property" shall mean the Tracts within the Project.

Section 14. "Related Parties" shall mean the Owner's respective family and other household members (including in particular but without limitation all children and other dependents), (ii) their respective guests, invitees, servants, agents, representatives and employees, and (iii) all other persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

Section 15. "Tract" shall mean any plot of land as is divided or re-divided within the Project.

Section 16. "Vote" shall mean one (1) vote per Tract.

ARTICLE II

EASEMENTS, DRIVES, ROADS, AND PRIVATE ROADS

Section 1. Private roads, drives, or access easements and easements for installation and maintenance of utilities, irrigation and drainage, are established by separate instrument of record or to be placed of record in the office of the COLLIN County Clerk and as hereinafter set forth. With such easements and private roads, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of service or utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements, or which may interfere with passage along such common or private road easements. The easement area of each Tract and all improvements therein shall be continuously maintained by the Owner of such Tract, except for improvements or maintenance of which a public, private, or quasi-public authority or utility company is responsible. Easements established as commons for greenbelts, riding trails, hiking trails, etc. will be maintained by the Association and may not be fenced into private property except as to hereinafter prescribed.

Section 2. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation, or right of way and such easements, reservations or rights of way shall at all times be open and accessible to representatives of the Association, to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary on, or under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

Section 3. Neither the Declarant, Association nor any utility company using the above mentioned easements shall be liable for any damage to any Property caused by them or their assigns, agents,

employees, or servants, to shrubbery, trees, flowers, or other Property of the owner situated on the land covered by said easements.

Section 4. The Declarant or Association, through its duly authorized employees and contractors shall have the right, after reasonable notice to the Owner thereof, to enter any tract at any reasonable time to perform such maintenance as may be authorized herein.

Section 5. The private drive or roadway easements as set forth herein or by separate instruments or as established within the commons upon the ground, are for the private use and benefit of the Owners of the tracts within the project as therein prescribed, and under the conditions as therein set forth, and are not dedicated to the general public.

Section 6. The Declarant or Association in its authority may take unto itself or execute unto any fresh water supply, electric utility, gas utility, telephone or other utility entity right of way easements in the form and under the conditions as may at the time be required by said entity as a prerequisite to service of this project with fresh water or other utility.

Section 7. The Declarant or Association in its authority may take unto itself or execute unto others right of way easements in the form and under the conditions as at that time may be required by said entity to distribute to each and every tract herein water for the purposes of irrigation and/or provide drainage.

Section 8. It is understood and agreed that the easements granted herein and to be granted hereafter are reserved as permanent easements for the purposes set forth and are not subject to the time limit applicable to other restrictions.

Section 9. There is hereby reserved and established a 35-foot-wide electrical and general utility easement along the rear property line of each Tract. The exclusive electric utility easement runs parallel to the rear property line. The first 10 feet ground and 22 feet Ariel easements from the rear property line are for the exclusive use of the electric company. The use includes the installation and servicing of electric lines. The easement is aerial, above ground and below ground. Located next to the electrical easement lies a general utility easement which runs parallel to the electric easement and is 25 feet wide along the ground only. It will accommodate all other utilities which are not limited to gas, cable, broadband, telephone, sewer lines and any other utilities desired by the Declarant or Association.

Section 10. Easements for installation and maintenance of utilities and drainage facilities, pipelines and alleyways are reserved as shown on the plat. No construction may exist over or across any such easement. By acceptance of a deed to any one or more of the above Tracts, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Tract being conveyed.

ARTICLE III USE RESTRICTIONS

Section 1. Mobile homes, modular or manufactured homes must have written permission from the Dedicator prior to placement on the land. Mobile homes, modular homes and manufactured homes must submit current pictures of the proposed homes and plans for their placement to Sun Belt Estates LLC. prior to placement of homes on the properties. All mobile homes, modular homes and manufactured homes must be skirted within 45 days of placement on the properties.

All homes must be set back 150 feet from BLUE RIDGE PRIVATE LANDS. Please send pictures to beausking@gmail.com

Section 2. The moving of used buildings onto any building site in the development is prohibited without written permission from the Dedicator. Each tract where a unit is placed the owner of such Tract shall construct at its sole cost and expense a driveway from the street fronting such Tract onto the Tract with iron ore, limestone, concrete, or other material. Underneath such driveway at the point of the bar ditch there shall also be placed an eighteen inch (18") or larger culvert as determined by the requirements allowing for surface water drainage along the bar ditch. A driveway permit will be required by COLLIN County to determine culvert size and width.

Section 3. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than twenty feet (20') higher than the normal roof apex of the residence on such Tract. All satellite dishes must be set at least behind the property line of the residence. All satellite dishes in excess of eighteen inches (18") in diameter must be set back at least thirty feet (30') behind the front line of the residence and inside the sideline of the residence and back yard). All clotheslines must be set at least thirty feet (30') behind the front line of the residence.

Section 4. No structure of a temporary character, tent, shack, garage or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. Outbuildings shall be permitted in the project. Storage buildings may not be utilized as residences on the Tract.

Section 5. No Tract shall be used or maintained as a dumping ground for rubbish, vehicles or trash, and no garbage or other waste shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 6. No cesspools shall ever dig, used, or maintained on said Property, and whenever a residence is established on said Property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such Property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.

Section 7 Animals, livestock, emu, and ostrich, or poultry may be kept, bred, and maintained on any Tract under the following conditions:

- a. No livestock of any type shall be allowed to run loose upon the streets or commons;
- b. All horses, cattle or other livestock or animals shall be kept enclosed by suitable fencing of the Tract;
- c. No swine may be bred, kept or maintained on any Tract in this project; Except in the event of an FFA or 4-H project. Up to two hogs per child participant may be kept on this property for up to a year.
- d. Chickens, turkeys, or other poultry may be kept or raised in this project, except five per acre owned for personal consumption and/or show competition;
- e. Horses are permitted.

- f. Cattle are permitted, feedlots are not permitted; and
- g. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to neighboring Tracts. Should any animal including but not limited to cats and dogs, become offensive to the neighborhood, that offense constitutes a violation of these covenants.

Section 8. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on any Tract or in front of any Tract. Personal campers, boats, tractors, trailers, recreational vehicles, etc. may be kept on premises; Campers, trailers, boats, tractors and utility vehicles may be kept on the Property. All motor vehicles must have a current inspection sticker.

Section 9.. No Tract may be used to rent space to campers, recreational vehicles, trailers or other units for occupancy or storage without written permission by Dedicator.

Section 10. No, a site-built home or garage shall be placed nearer to any property line than fifteen feet (15') from the street or fifteen feet (15') from adjacent property owner's line. Furthermore, no barn, shed or outbuilding shall be placed nearer to the street line than one hundred feet (100), nor nearer the sideline than fifteen feet (15').

Section 12. All Tract Owners shall provide for the disposal of waste material through a septic system or other disposal system approved by the appropriate governmental authority.

Section 13. No outside privies or toilets shall be permitted on any Tract. All toilets shall be inside the houses and shall be connected to a sewage disposal system or a septic tank prior to occupancy, all at the expense of the owner of the Tract. All septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Department and all governmental agencies having jurisdiction over this land.

Section 14. No noxious or offensive, unlawful or immoral activity shall be carried on upon any Tract, nor shall anything be done thereon which shall or may become an annoyance or nuisance of the neighborhood. Said nuisances include, but are not limited to activities such as an automobile graveyard, garbage or rubbish dumping ground, oil and mining operation, allowing dogs to roam unattended by an owner, using paint colors which are non-harmonious with the development, etc. All motor vehicles including cars and trucks kept on this Property must have a current inspection sticker. This land and the public road in front of this land shall be kept free of litter and trash. making loud noises,

Section 15. No removal of trees and no excavation of materials for other than landscaping or construction of buildings or driveways will be permitted without the prior written permission of the Declarant or Association.

Section 16. All propane or natural gas storage tanks which are placed upon a Tract for the purpose of storing butane, propane, or natural gas, must be set at least twenty-five feet (25') behind the front line of the residence and reasonably screened from the street view by buildings, latticework or shrubs.

Section 17. All playground equipment shall be placed at least fifteen feet (15') behind the front

line of the residence. No basketball goals will be permanently installed adjacent to the street.

Section 18. Owner must secure a building permit from COLLIN County before improvements are constructed on a Tract.

Section 19. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks.

Section 20. No basement, tent, shack, garage, barn or other outbuilding erected on this Property shall at any time be used as residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence without written authorization from the Sunbelt Estates, L.L.C.

Section 21. No residence shall be erected or placed upon the Property as residential property which does not contain at least 1200 square feet exclusive of porches and garages without written approval of Dedicator. Residential property is here meant for the use of erecting thereon a first-class private residence, garage apartment or duplex, with the customary outbuildings and

garage. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials. Exterior must be completed within 12 months. Barndominiums may be approved after review by POA.

Section 22. No sign of any kind shall be displayed to the public view on this Property without written permission from Sunbelt Estates, L.L.C. herein.

Section 23. No tree or trees shall be sold, cut or removed from this Property over 12 inches in diameter without written permission from Sunbelt Estates, L.L.C. herein until the purchase price has been paid by the Buyer.

Section 24. No Tract will be re-subdivided into smaller Tracts without the express written permission Sunbelt Estates, L.L.C. However, any such subdivision shall be subject to approval by all governmental authorities having jurisdiction.

Section 25. Should any Property owner herein violate these covenants and restrictions, an Owner and the authority created herein will fifteen (15) days after notice, have the power to file suit to enforce compliance. The Declarant or Association will be empowered to charge as a special assessment all costs of time and expenditures, including legal fees, member's time, meeting fees, costs of removal of improvements in violation, and pay all related expenses. This special assessment will attach to the Property and run with the land upon which the violation rests and will become a lien as provided in these covenants for assessments and liens.

Section 26. Any on-going violation may be prosecuted on an on-going basis with the goal of the Declarant or Association being to correct the violation by whatever means is necessary. Association cure of violations is authorized at the violating property owner's expense.

Section 27. Storage of materials, or any other products, is strictly prohibited prior to construction of primary residence without written permission of Declarant.

Section 28. The restrictions and covenants are to run with the land, and shall be binding on all of the parties and all persons until December 31, 2035, at which time such covenants shall be automatically extended for successive period of ten (10) years, unless by vote of the majority of the then Owners of the Property agree to change the covenants or restrictions, in whole or in part.

Section 29. A buyer of this Property accepts said Property subject to the above set out restrictions, easements, and covenants running with the land, and buyer and buyer 's heirs, successors and assigns, covenants with their respective grantors that they will and that their successors, heirs, and assigns, shall be faith-fully observe and perform said restrictions and conditions and each of them and if any buyer or any person claiming wlder such buyer, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any Property to institute and prosecute

appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.

Section 30. It is agreed that nothing may be done by the parties hereto, their grantees or assigns which could result in changing or altering or interfering with existing drainage or water across this Property or adjacent Property.

Section 31. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions or covenants and same shall remain in full force and effect.

Section 32. Covenants and restrictions of this declaration may be amended by not less than fifty-one percent (51%) of the votes cast by Tract Owners in BLUE RIDGE Private Lands by duly recording an instrument executed and acknowledged stating that fifty-one percent (51%) of the Members casting votes affirmed the amendment. Each Tract Owner will have one vote per Tract owned. The Declarant will have three votes per Tract owned.

Section 33. Sunbelt Estates, L.L.C., hereby retains the right to execute amendments to, including granting variances from, the restrictive covenants and other limitations imposed by this instrument on the subject Property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the Property. Any such variance or amendment must be evidenced in writing and must be signed by Sunbelt Estates, L.L.C. Other Tracts may be added to this instrument shall be executed by Sunbelt Estates, L.L.C. Any such Tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

Section 34. Failure at any time to enforce the restrictive covenants, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter. Note that anyone can enforce these restrictions and dedications, Sunbelt Estates, L.L.C. is not agreeing to enforce these restrictions or accepting that responsibility. Sunbelt Estates, L.L.C. may enforce the deed restrictions.

ARTICLE IV **OWNER'S OBLIGATION TO REPAIR**

Each Owner shall, at his or her sole cost and expense, repair and maintain his or her residence, and other structure on his Tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear.

ARTICLE V **MEMBERSHIP ASSOCIATION: VOTING RIGHTS**

Section 1. Membership. After Declarant has sold all Tracts in the Project and, upon an affirmation vote of fifty one percent (51%) of the Owners, the Owners may form a non-profit

property owner's association and govern the Association as affirmed by fifty-one (51%) of the Owners casting a vote. Thereafter, every Owner of a Tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Tract.

Section 2. Votes per Member. All owners of a fee simple within the Project shall be entitled to one vote for each Tract Owner. When more than one person holds an interest in a given Tract, all such persons shall be members and the vote for such Tract shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any Tract.

Section 3. Voting Procedure. Voting may be by petition as prescribed for certain specific procedures herein. However, unless otherwise specifically stated herein, all votes will be by ballots mailed to the last known address of each member. These ballots must be mailed back by the member to a certified public accountant or lawyer designated by the board. The public accountant will tally all votes and certify the results to be true. Each vote will be identified by a Tract, block and section number, stating the acreage owned and the number of votes represented thereby. Any ballot vote must allow no less than a thirty (30) day period between mail out of ballots and the return of mailed ballots.

Section 4. Boards. The incorporator of the Association shall initially appoint a three (3) member Board of Directors of the Association with terms running two (2) years, who shall serve until their respective terms expire. On the anniversary date of such appointments, and the same date of each following year, the members of the Association shall meet for the purpose of electing a member or members of the Board of Directors for that year as set forth herein. Such Board of Directors shall have the full powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. The above stated terms and election date may vary fifteen (15) days before or after said date at the option of the Board. Mail ballots will be provided for all voters who may return the ballots within the prescribed time and manner or who may bring the completed ballots to the above-mentioned meeting.

ARTICLE VI VIOLATIONS **OF RESTRICTIONS**

Section 1. Each Owner and the tenant of each Owner must ensure that their respective Related Parties strictly comply with all applicable provisions of this Declaration and all other governing documents. Each Owner is liable for all consequences of any such violation by the Owner's tenant and by Related Parties of the Owner, and each Owner and the Owner's tenant are jointly and severally liable for all consequences of any such violation by Related Parties of the tenant. To the same extent as aforesaid each Owner and each tenant must indemnify and hold harmless the Association and its Related Parties from any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, made or asserted by Related Parties of the Owner or the Owner's tenants attributable directly or indirectly, to any such violation, said indemnification to be secured and paid as provided in Article VI.

Section 2. Each Owner and tenant of an Owner found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Declaration or any other governing documents, is jointly and severally liable for payment to the Association for, and to indemnify and to hold and save harmless the Association and its Related Parties from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorney's fees whether incurred prior to, during or after proceedings in a court of competent jurisdiction, incurred or attributable to any such violation(s), and must pay over to the Association all sums of money which the Association or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). All such sums are assessed as a specific assessment and are secured by the continuing lien established by Article VI hereof. All such sums are due and payable upon demand by the Association or its representative without the necessity of any other or further notice of any act, fact or information concerning the Association's rights or such Owner's or their tenant's liabilities under this Section; provided, in the case of indemnification the demand shall contain a statement setting forth the Association's payment or liability to pay the claim with sufficient detail to identify the basis for the payment or liability to pay.

Section 3. The party proposing to take the action (such as the Board, a committee, the Managing Agent, etc.) must give written notice of violation to the Owners and, if applicable, to the Owner's tenants according to the records of the Association (the "**Affected Parties**"). The notice must include (I) a general description of the matters complained of, (ii) all curative action requested and a time period within which curative action must be completed, and (iii) a statement advising that the Affected Parties are entitled to a hearing before the Board upon delivery of a written request in accordance with Article VI Section 4 of this Declaration.

Section 4. A notice of violation must allow at least ten days from the date of the notice within which to complete the curative action thereby required and to request a hearing before the Board. The ten-day period to cure may be shortened in the case of an Emergency. The Affected Parties may request a hearing before the Board only in writing and only by also stating in the request each claim or other matter which is disputed or contested and a general description of the basis for the dispute or contest. If no hearing before the Board is requested in writing as aforesaid it is presumed the Affected Parties do not dispute any matters set forth in the notice of violation.

Section 5. If a hearing before the Board is requested in writing as above set forth, all Affected Parties requesting the hearing before the Board must be given written notice of the date, time and place for the hearing before the Board. At the hearing before the Board, the Affected Parties have the right, personally or by a representative, to give testimony orally, in writing or both, and to present such other relevant evidence as they may choose, subject to reasonable rules of procedure established by the party conducting the hearing before the Board to assure a prompt and orderly resolution of the issues. The hearing before the Board will be held in closed exclusive session, but the minutes of the meeting (or other written record) shall reflect the results of the hearing before the Board. The Affected Parties must be notified of the decisions made in consequence of the hearing before the Board in the same manner in which notice of the hearing before the Board was given.

Section 6. Except in the case of an Emergency or other exigent circumstances as determined in the sole opinion of the Board, enforcement proceedings are abated until after expiration of the curative period stated in the notice of violation or if a hearing before the Board is requested or an appeal properly made until ten days after notice of decisions made in consequence of the hearing before the Board or appeal is given.

Section 7. After notice and opportunity to be heard fines may be imposed as specific assessments by the Board for any violation of this Declaration or other governing documents except non-payment of assessments. Except as otherwise provided by applicable Rules and Regulations, the Board shall fix the amount of a fine for each violation on a case by case basis not to exceed one hundred dollars (\$100.00) per violation per day to be increased by the U.S. Consumer Price Index from the base year 2016. Before any fine is imposed the Affected Parties must be given written notice allowing not less than ten days to cure the violation(s); provided, any fine may be imposed at the time of giving notice if written notice has been given to any of the Affected Parties of a similar violation within the preceding twelve-month period.

Section 8. At any time the Board determines there exists any noncompliance with any provisions of this Declaration or other governing documents, the Board may at its option direct that a Notice of Noncompliance be filed in the Official Public Records of Real Property of Guadalupe County, Texas covering the affected Tract(s) and the Owner(s) thereof at the sole cost and expense of such Owner(s). All such costs and expenses are due and payable upon demand, are deemed a specific assessment applicable to the affected Tract(s) and are secured by the Association's continuing assessment line.

Section 9. Failure of the Association or any Owner to enforce any of the provisions of this Declaration or any other governing documents will in no event be deemed waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to the Association, or its officer, Directors, agents, employees or committee members, for failure to enforce any provisions of this Declaration or any other governing documents.

ARTICLE VII GENERAL PROVISIONS

Section 1. The Declarant or any Owner shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, easements reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant, or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. Declarants may give a written variance to any of these restrictions.

Section 2. Invalidity of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provisions, which shall remain in full force and effect. Grammatical errors may be corrected by Declarant.

Section 3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged as approved by the Board, by the President/Manager of the Declarant or Association certifying that such amendment was distributed to all Members and such amendment was approved by not less than fifty-one percent (51%) of the votes casted by Members so casting such votes on the basis of one vote per acre owned.

Section 4. No breach of any of the conditions herein contained or re-entry by such breach shall defeat or render invalid the prior lien of any mortgage made in good faith and for value as to the project or any Tract therein; provided, however, that such conditions shall be binding on any Owner, whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. The Declarations shall run with and bind the land for a period of ten (10) years from the date hereof and thereafter shall continue in effect for additional periods of ten (10) years. The Declarations may be amended at any time by written vote of the Owners of at least fifty-one percent (51%) of the Tracts. The Declarations shall insure to the benefit of and be enforceable by the Declarant, the Association or any Member thereof.

Section 6. If any one of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.

EXECUTED TO BE EFFECTIVE *March 23rd* 2021

DECLARANT:

SUNBELT ESTATES, L.L.C.

By: 

Beau S. King, President

THE STATE OF TEXAS

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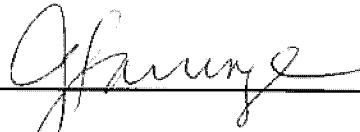
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COUNTY OF HARRIS

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ACKNOWLEDGMENT

This instrument was acknowledged before me on the 23rd of March, 2021
by Beau S. King, President of Sunbelt Estates, L.L.C.



Notary Public, in and for the State of Texas

Declarant's Address:

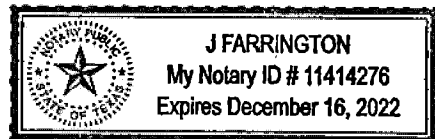
1718 State Street

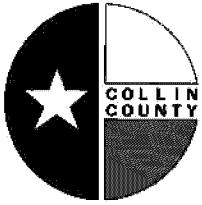
Houston, Texas 77007

After Recording Return To:

1718 State Street

Houston, Texas 77007





COLLIN COUNTY

Engineering Department
4690 Community Ave.
Suite 200
McKinney, Texas 75071
972-548-3736
www.collincountytx.gov

March 30, 2020

Beau S. King
1718 State Street
Houston, TX 77007.

Re: Exception request for property described as: **Abs A0163 Benjamin Clark Survey, Sheet 3, Tract 78, 105.563 Acres, property ID 2124101.**

Dear Mr. King:

Your request for an exception to the Collin County subdivision regulations is approved. You indicated you would like to subdivide your approximate 105 acre tract into 10 lots. Each lot will be over 10.00 acres each. Collin County has determined that this subdivision of land is eligible for an exception.

The property in question is not located in any city's Extra Territorial Jurisdiction. All resulting tracts will have adequate road frontage. Each lot owner will need to submit to Collin County an OSSF septic design and permit application for each individual onsite sewage facility. Each permit application will include a permit for a driveway and a 911 address application.

Please note that if in the future you wish to divide either tract further, you may be required to plat the subdivision of land.

Please provide any future buyers with a copy of this letter at final sale. When submitting any permit applications to Development Services, a copy of this letter should be included with the submittal.

If I can be of any assistance please call me at 972-548-3736 or at msullivan2@co.collin.tx.us.

Sincerely,

Mike Sullivan, CFM
Collin County Engineering Department

Exhibit "A"

FIELD NOTES FOR A 11.383 ACRE TRACT OF LAND

A **11.383 acre** tract of land, out of the Benjamin Clark Survey, Abstract No. 163, Collin County, Texas, being a part of the called 105.563 acre tract of land as conveyed to Millennium Interests, LTD., a Texas limited partnership, by a General Warranty Deed recorded in Document No. 20200603000818960, of the Official Public Records of Collin County, Texas. Said **11.383 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set cotton gin spindle in the centerline of County Road 1100, as created by the final plat of Country Place, recorded as Document No. 2003-018992, of the Official Public Records of Collin County, Texas, for the northwest corner the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100, the centerline of County Road 670, a bituminous pavement roadway under public use and the northwest corner of said 105.563 acre tract, bears N 89° 43' 04" W, a distance of 1613.14 feet;

THENCE: S 89° 43' 04" E, with said centerline of County Road 1100 and the north line of said 105.563 acre tract, a distance of **20.00 feet**, to a set cotton gin spindle in said centerline of County Road 1100, the north line of said 105.563 acre tract and for the northeast corner of the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100 and the northeast corner of said 105.563 acre tract, bears S 89° 43' 04" E, a distance of 759.11 feet;

THENCE: Departing the centerline of said County Road 1100, over and across said 105.563 acre tract, the following three (3) courses:

1. S 0° 27' 38" W, at 30.00 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **553.51 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
2. S 5° 36' 41" E, a distance of **660.74 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
3. N 90° 00' 00" E, a distance of **694.27 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly northeast corner of the tract described herein, in the east line of said 105.563 acres, the west line of a tract of land, the description of which is not of public record, according to the Official Public Records of Collin County, Texas, and in the common line of a boundary agreement recorded in Document No. 98-0077612 and Document No. 99-0027088, of the Official Public Records of Collin County, Texas;

THENCE: S 0° 13' 17" W, with the common line of said 105.563 acre tract, said undescribed tract of land, and the common line established by said boundary agreement, a distance of **685.97 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of said 105.563 acre tract, of the tract described herein, the southwest corner of said undescribed tract and in the north line of a 97.03 acre tract of land as described in Document No. 20170920001263410, of the Official Public Records of Collin County, Texas;

THENCE: N 89° 59' 44" W, with the common line of said 105.563 acre tract and said 97.03 acre tract, a distance of **677.55 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of tract described herein;

THENCE: Departing said common line, over and across said 105.563 acre tract, the following three (3) courses:

1. N 0° 00' 34" E, a distance of **338.49 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
2. N 5° 37' 03" W, a distance of **1008.78 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,

Exhibit "A"

3. N 0° 27' 38" E, at 753.34 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **554.68 feet**, to the **POINT OF BEGINNING** and containing **11.383 acres** of land situated in Collin County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, North Central Zone, 4202, US Survey Foot, Grid. A survey plat was prepared by a separate document and are to accompany this field note description. Field work performed on July 14, 2020.

Job # 20-5030 11.383 Acres

Date: August 4, 2020

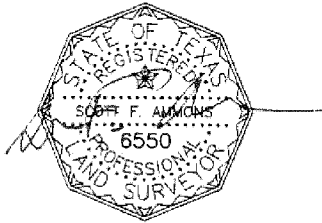


Exhibit "B"

FIELD NOTES FOR A 10.267 ACRE TRACT OF LAND

A **10.267 acre** tract of land, out of the Benjamin Clark Survey, Abstract No. 163, Collin County, Texas, being a part of the called 105.563 acre tract of land as conveyed to Millennium Interests, LTD., a Texas limited partnership, by a General Warranty Deed recorded in Document No. 20200603000818960, of the Official Public Records of Collin County, Texas. Said **10.267 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set cotton gin spindle in the centerline of County Road 1100, as created by the final plat of Country Place, recorded as Document No. 2003-0182992, of the Official Public Records of Collin County, Texas, in the north line of said 105.53 acre tract and for the northwest corner of the tract described herein, from which a set cotton gin spindle in the intersection of the centerline of County Road 670, a bituminous pavement roadway under public use, and the centerline of said County Road 1100, also being the northwest corner of said 105.563 acre tract, bears S 89° 43' 04" E, a distance of 1185.14 feet;

THENCE: S 89° 43' 04" E, with said centerline of County Road 1100 and the north line of said 105.563 acre tract, a distance of **407.99 feet**, to a set cotton gin spindle in said centerline of County Road 1100, for the northeast corner of the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100 and the northeast corner of said 105.563 acre tract, bears S 89° 43' 04" E, a distance of 799.11 feet;

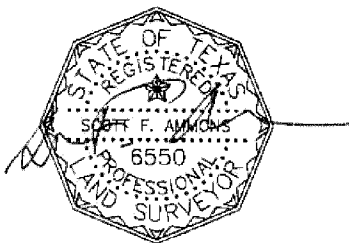
THENCE: Departing the centerline of said County Road 1100, over and across said 105.563 acre tract, the following four (4) courses:

1. **S 0° 27' 38" W**, at 30.00 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **555.85 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
2. **S 5° 38' 15" E**, a distance of **505.88 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of the tract described herein,
3. **N 89° 35' 05" W**, a distance of **465.27 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of the tract described herein,
4. **N 0° 39' 07" E**, at 1027.97 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **1057.97 feet**, to the **POINT OF BEGINNING** and containing **10.267 acres** of land situated in Collin County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, North Central Zone, 4202, US Survey Foot, Grid. A survey plat was prepared by a separate document and are to accompany this field note description. Field work performed on July 14, 2020.

Job # 20-5030 10.267 Acres

Date: August 4, 2020



KEY MAP

KEY MAP

COUNTY ROAD 1100

COUNTY ROAD 670

A 10.267 ACRE TRACT OF LAND, OUT OF THE BENJAMIN CLARK SURVEY, ABSTRACT NO. 185, COLLIN COUNTY, TEXAS, BEING A PART OF THE CALLED 105.563 ACRE TRACT OF LAND AS CONVEYED TO MILLENNIUM INTERESTS, LTD., A TEXAS LIMITED PARTNERSHIP, BY A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 200208633000818000, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

SCALE
1" = 100'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3. REFERENCED PROPERTY IS IN ZONE "X" UNSHADED. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 206 OF 800, COMMUNITY PANEL NO. 480650205J, DATED JUNE 2, 2008.
4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL COLLIN COUNTY ORDINANCES AND RESTRICTIONS.
5. A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.

Exhibit "C"

FIELD NOTES FOR A 10.850 ACRE TRACT OF LAND

A **10.850 acre** tract of land, out of the Benjamin Clark Survey, Abstract No. 163, Collin County, Texas, being a part of the called 105.563 acre tract of land as conveyed to Millennium Interests, LTD., a Texas limited partnership, by a General Warranty Deed recorded in Document No. 20200603000818960, of the Official Public Records of Collin County, Texas. Said **10.850 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set cotton gin spindle in the centerline of County Road 1100, as created by the final plat of Country Place, recorded as Document No. 2003-0182992, of the Official Public Records of Collin County, Texas, in the north line of said 105.53 acre tract and for the northeast corner of the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100 and the northeast corner of said 105.563 acre tract, bears S 89° 43' 04" E, a distance of 1207.10 feet;

THENCE: Departing the centerline of said County Road 1100, over and across said 105.563 acre tract, the following three (3) courses:

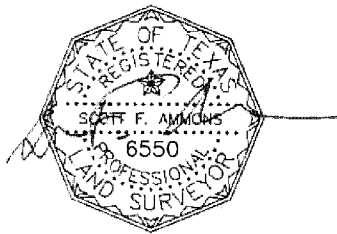
1. **S 0° 39' 07" W**, at 30.00 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **784.26 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of the tract described herein,
2. **N 89° 37' 44" W**, a distance of **597.04 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of the tract described herein,
3. **N 0° 13' 14" W**, at 753.34 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **783.34 feet**, to a set cotton gin spindle in the centerline of said County Road 1100, in the north line of said 105.563 acre tract and the northwest corner of the tract described herein, from which a set cotton gin spindle in the intersection of the centerline of County Road 670, a bituminous pavement roadway under public use, and the centerline of said County Road 1100, also being the northwest corner of said 105.563 acre tract, bears N 89° 43' 04" W, a distance of 576.17 feet;

THENCE: S 89° 43' 04" E, with said centerline of County Road 1100 and the north line of said 105.563 acre tract, a distance of **608.98 feet**, to the **POINT OF BEGINNING** and containing **10.850 acres** of land situated in Collin County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, North Central Zone, 4202, US Survey Foot, Grid. A survey plat was prepared by a separate document and are to accompany this field note description. Field work performed on July 14, 2020.

Job # 20-5030 10.850 Acres

Date: August 4, 2020



[illegible]

Exhibit "D"

FIELD NOTES FOR A 10.593 ACRE TRACT OF LAND

A **10.593 acre** tract of land, out of the Benjamin Clark Survey, Abstract No. 163, Collin County, Texas, being a part of the called 105.563 acre tract of land as conveyed to Millennium Interests, LTD., a Texas limited partnership, by a General Warranty Deed recorded in Document No. 20200603000818960, of the Official Public Records of Collin County, Texas. Said **10.593 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set cotton gin spindle in the centerline of County Road 1100, as created by the final plat of Country Place, recorded as Document No. 2003-018992, of the Official Public Records of Collin County, Texas, for the northwest corner the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100, the centerline of County Road 670, a bituminous pavement roadway under public use and the northwest corner of said 105.563 acre tract, bears N 89° 43' 04" W, a distance of 1593.14 feet;

THENCE: S 89° 43' 04" E, with said centerline of County Road 1100 and the north line of said 105.563 acre tract, a distance of **20.00 feet**, to a set cotton gin spindle in said centerline of County Road 1100, the north line of said 105.563 acre tract and for the northeast corner of the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100 and the northeast corner of said 105.563 acre tract, bears S 89° 43' 04" E, a distance of 779.11 feet;

THENCE: Departing the centerline of said County Road 1100, over and across said 105.563 acre tract, the following three (3) courses:

1. **S 0° 27' 38" W**, at 30.00 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **554.68 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
2. **S 5° 37' 03" E**, a distance of **1008.78 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
3. **S 0° 00' 34" W**, a distance of **338.49 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of the tract described herein, in the south line of said 105.563 acres and the north line of a 97.03 acre tract of land as described in Document No. 20170920001263410, of the Official Public Records of Collin County, Texas;

THENCE: N 89° 59' 44" W, with the common line of said 105.563 acre tract, said 97.03 acre tract, at 84.43 feet, a found ½" iron rod for the northwest corner of said 97.03 acre tract and the northeast corner of a 10.400 acre tract of land as described in Document No. 20110207000125900, of the Official Public Records of Collin County, Texas, and continuing with the common line of said 105.563 acre tract and said 10.400 acre tract, for a total distance of **543.83 feet**, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of the tract described herein;

THENCE: Departing said common line, over and across said 105.563 acre tract, the following four (4) courses:

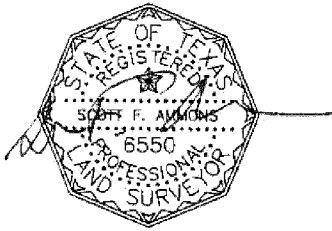
1. **N 0° 39' 07" E**, a distance of **841.30 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
2. **S 89° 35' 05" E**, a distance of **465.27 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
3. **N 5° 38' 15" W**, a distance of **505.88 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
4. **N 0° 27' 38" E**, at 525.85 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **555.85 feet**, to the **POINT OF BEGINNING** and containing **10.593 acres** of land situated in Collin County, Texas.

Exhibit "D"

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, North Central Zone, 4202, US Survey Foot, Grid. A survey plat was prepared by a separate document and are to accompany this field note description. Field work performed on July 14, 2020.

Job # 20-5030 10.593 Acres

Date: August 4, 2020



LEGEND

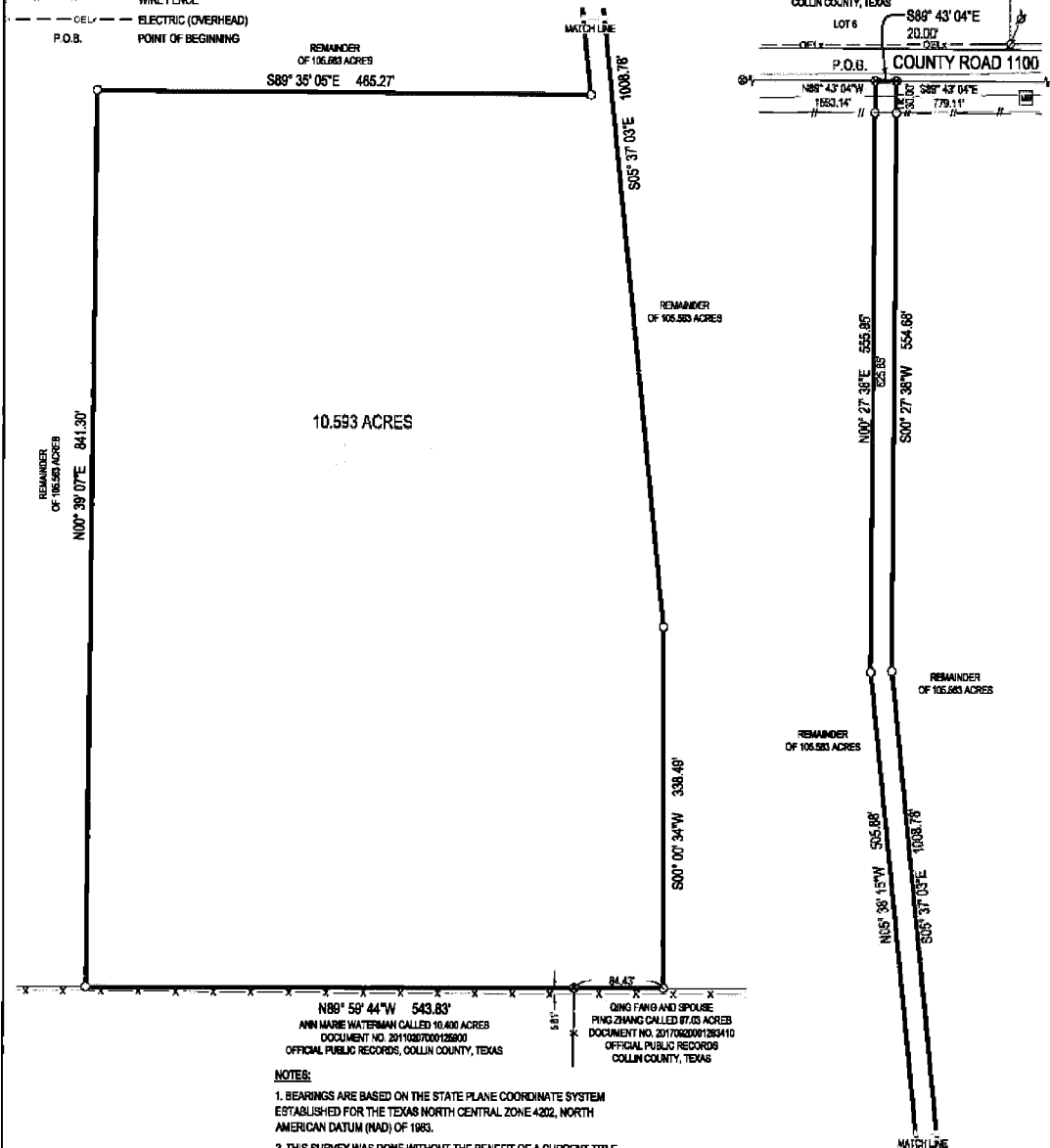
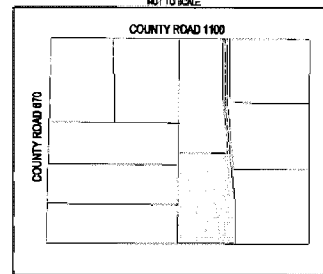
- | | |
|-----------------|--|
| ● | FOUND 1/2" IRON ROD |
| ● | SET COTTON GIN SPINDLE |
| ○ | SET 1/2" IRON ROD WITH A
RED "WATKIN-HOOVER ENG.
& SURVEY" PLASTIC CAP |
| U | UTILITY SIGN |
| T | TRAFFIC SIGN |
| M | ELECTRIC METER |
| P | UTILITY POLE |
| W | WATER METER |
| V | WATER VALVE |
| L | LIGHT POLE |
| ☆ | TELEPHONE PEDESTAL |
| M | MAILBOX |
| ● | REFLECTOR |
| — — — — — | ELECTRIC FENCE |
| — x — x — | WIRE FENCE |
| — DEL — — — — — | ELECTRIC (OVERHEAD) |
| P.O.B. | POINT OF BEGINNING |

SURVEY EXHIBIT OF

A 10.563 ACRE TRACT OF LAND, OUT OF THE BENJAMIN CLARK SURVEY, ABSTRACT NO. 1153, COLLIN COUNTY, TEXAS, BEING A PART OF THE CALLED 105.563 ACRE TRACT OF LAND AS CONVEYED TO MILLENNIUM INTERESTS, LTD., A TEXAS LIMITED PARTNERSHIP, BY A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2022061300010000, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

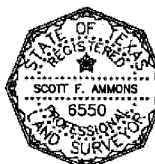


KEY MAP
NOT TO SCALE



NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3. REFERENCED PROPERTY IS IN ZONE "C" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS CALLED FROM FEMA FLOOD MAP 206 OF 800, COMMUNITY PANEL NO. 43085C205, DATED JUNE 22, 2009.
4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL COLLIN COUNTY ORDINANCES AND RESTRICTIONS.
5. A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

SCOTT F. AMMONS DATE: AUGUST 04, 2020
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 8550
SAMMONS@GMAIL.COM
JOB NO. 20-5030

MATKINHOVER

**ENGINEERING
& SURVEYING**

3903 (WILL ROAD SUITE 3)
GEORGETOWN TEXAS 75426
OFFICE 512 684 2244

GEORGETOWN TEXAS NEW STRADD SURVEYING FIRM 8-10-194307
BOCA RATON TEXAS NEW STRADD SURVEYING FIRM 8-10-194307
BOCA RATON TEXAS NEW STRADD SURVEYING FIRM 8-10-194307

10101 SOUTHWEST 10TH AVE. BOCA RATON, FL 33433

Exhibit "E"

FIELD NOTES FOR A 10.586 ACRE TRACT OF LAND

A **10.586 acre** tract of land, out of the Benjamin Clark Survey, Abstract No. 163, Collin County, Texas, being a part of the called 105.563 acre tract of land as conveyed to Millennium Interests, LTD., a Texas limited partnership, by a General Warranty Deed recorded in Document No. 20200603000818960, of the Official Public Records of Collin County, Texas. Said **10.586 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set cotton gin spindle in the centerline of County Road 1100, as created by the final plat of Country Place, recorded as Document No. 2003-018992, of the Official Public Records of Collin County, Texas, for the northwest corner the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100, the centerline of County Road 670, a bituminous pavement roadway under public use and the northwest corner of said 105.563 acre tract, bears N 89° 43' 04" W, a distance of 1633.14 feet;

THENCE: S 89° 43' 04" E, with said centerline of County Road 1100 and the north line of said 105.563 acre tract, a distance of **20.00 feet**, to a set cotton gin spindle in said centerline of County Road 1100, the north line of said 105.563 acre tract and for the northeast corner of the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 1100 and the northeast corner of said 105.563 acre tract, bears S 89° 43' 04" E, a distance of 739.11 feet;

THENCE: Departing the centerline of said County Road 1100, over and across said 105.563 acre tract, the following three (3) courses:

1. **S 0° 25' 11" W**, at 30.00 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **552.32 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior of the tract described herein,
2. **S 57° 04' 41" E**, a distance of **71.51 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,
3. **S 89° 32' 22" E**, a distance of **680.85 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly northeast corner of the tract described herein, in the east line of said 105.563 acres, the west line of a tract of land, the description of which is not of public record, according to the Official Public Records of Collin County, Texas, and in the common line of a boundary agreement recorded in Document No. 98-0077612 and Document No. 99-0027088, of the Official Public Records of Collin County, Texas;

THENCE: S 0° 13' 17" W, with the common line of said 105.563 acre tract, said undescribed tract of land, and the common line established by said boundary agreement, a distance of **614.33 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of the tract described herein;

THENCE: Departing said common line, over and across said 105.563 acre tract, the following three (3) courses:

1. **N 90° 00' 00" W**, a distance of **694.27 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of the tract described herein,
2. **N 5° 36' 41" W**, a distance of **660.74 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner of the tract described herein,

Exhibit "E"

3. **N 0° 27' 38" E**, at 523.51 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point and continuing for a total distance of **553.51 feet**, to the **POINT OF BEGINNING** and containing **10.586 acres** of land situated in Collin County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, North Central Zone, 4202, US Survey Foot, Grid. A survey plat was prepared by a separate document and are to accompany this field note description. Field work performed on July 14, 2020.

Job # 20-5030 10.586 Acres

Date: August 4, 2020

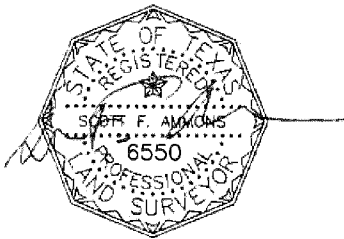


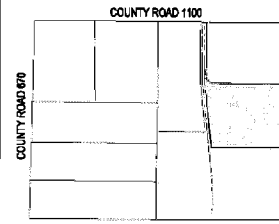
Exhibit "E"

SURVEY EXHIBIT OF

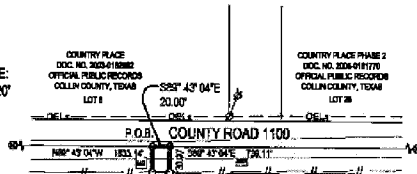
A 10.586 ACRE TRACT OF LAND, OUT OF THE BENJAMIN CLARK SURVEY, ABSTRACT NO. 183, COLLIN COUNTY, TEXAS, BEING A PART OF THE CALLED 105.583 ACRE TRACT OF LAND AS CONVEYED TO MILLENNIUM INTERESTS, LTD., A TEXAS LIMITED PARTNERSHIP, BY A GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 20200963000918980, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

KEY MAP

NOT TO SCALE



SCALE:
1" = 120'



LEGEND

- FOUND 1/2" IRON ROD
- SET COTTON GIN SPINDLE
- SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
- UTILITY SIGN
- TRAFFIC SIGN
- ⊙ ELECTRIC METER
- ⊙ UTILITY POLE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ☆ LIGHT POLE
- TELEPHONE PEDESTAL
- MAILBOX
- REFLECTOR
- — — — — ELECTRIC FENCE
- — — — — WIRE FENCE
- — — — — DELTA ELECTRIC (OVER-HEAD)
- P.O.B. POINT OF BEGINNING

580' 25' 11" W
580' 13' 17" S
580' 07' 00" W

580' 12' 22" E 880.85'

REMAINDER OF 10.586 ACRES

10.586 ACRES

REMAINDER OF 10.586 ACRES

580' 07' 00" W 894.27'

REMAINDER OF 10.586 ACRES

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3. REFERENCED PROPERTY IS IN ZONE "X" UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 205 OF 800, COMMUNITY PANEL NO. 48065C20A5, DATED JUNE 2, 2009.
4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL COLLIN COUNTY ORDINANCES AND RESTRICTIONS.
5. A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.

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I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

SCOTT F. AMMONS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6550
SAMMONS@MATKIN-HOOVER.COM
JOB NO. 20-5809

DATE: AUGUST 04, 2020

Exhibit "F"

FIELD NOTES FOR A 10.652 ACRE TRACT OF LAND

A **10.652 acre** tract of land, out of the Benjamin Clark Survey, Abstract No. 163, Collin County, Texas, being a part of the called 105.563 acre tract of land as conveyed to Millennium Interests, LTD., a Texas limited partnership, by a General Warranty Deed recorded in Document No. 20200603000818960, of the Official Public Records of Collin County, Texas. Said **10.652 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set cotton gin spindle in the centerline of County Road 670, a bituminous pavement roadway under public use, in the west line of said 105.563 acre tract and for the northwest corner of the tract described herein, from which a set cotton gin spindle in the intersection of the centerline of said County Road 670 and the centerline of County Road 1100, as created by the final plat of Country Place, recorded as Document No. 2003-0182992, of the Official Public Records of Collin County, Texas, also being the northwest corner of said 105.563 acre tract, bears N 1° 25' 44" E, a distance of 782.54 feet;

THENCE: Departing the centerline of said County Road 670, over and across said 105.563 acre tract, the following three (3) courses:

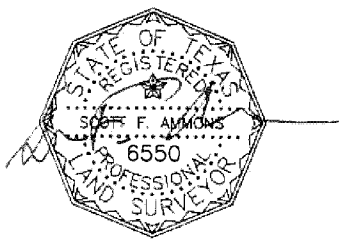
1. **S 89° 37' 44" E**, at 25.00 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point in the east line of a Roadway Easement of record in Document No. 2007030020000289020, of the Official Public Records of Collin County, Texas, and continuing for a total distance of **1195.74 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the northeast corner of the tract described herein,
2. **S 0° 39' 07" W**, a distance of **387.20 feet**, to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of the tract described herein,
3. **N 89° 37' 45" W**, at 1175.99 feet, a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a reference point in said east line of said Roadway Easement and continuing for a total distance of **1200.99 feet**, to a set cotton gin spindle in the centerline of said County Road 670, in the west line of said 105.563 acre tract and for the southwest corner of the tract described herein, from which a set cotton gin spindle in the centerline of said County Road 670 and the southwest corner of said 105.563 acre tract, bears S 1° 25' 44" W, a distance of 735.68 feet;

THENCE: N 1° 25' 44" E, with said centerline of County Road 670 and the west line of said 105.563 acre tract, a distance of **387.26 feet**, to the **POINT OF BEGINNING** and containing **10.652 acres** of land situated in Collin County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, North Central Zone, 4202, US Survey Foot, Grid. A survey plat was prepared by a separate document and are to accompany this field note description. Field work performed on July 14, 2020.

Job # 20-5030 10.652 Acres

Date: August 4, 2020



[illegible]

Stacy Kemp