

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR FOREST RIDGE OF SHELBY COUNTY SUBDIVISION**

STATE OF TEXAS	§	
	§	KNOWN ALL MEN BY THESE
COUNTY OF SHELBY	§	PRESENTS

This Declaration is made on the date hereinafter set forth by LSLP Forest Ridge, LLC a Delaware Limited Liability Company, hereinafter referred to as “Developer” or “Declarant”.

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in Shelby County, Texas, containing 1,455.332 acres more or less and being more fully described by metes and bounds on the attached Exhibit “A” and any future plats that will be filed of record in the Plat Records of Shelby County, Texas, hereinafter referred to as “Forest Ridge of Shelby County Subdivision,” “Property” or “Subdivision”; and

WHEREAS, Developer will be developing the Forest Ridge of Shelby County Subdivision in phases; and

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions, charges and liens, and reservations (hereinafter referred to as “Restrictions” or “Declaration”) upon the Subdivision in order to establish a uniform plan for its development, assure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and his invitees:

ARTICLE I
DEFINITIONS

1.01. Architectural Control Committee or ACC. “Architectural Control Committee” or “ACC” shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Article VIII hereof.

1.02. Annual Assessment. “Annual Assessment” means the amount set forth in Section 5.02 hereof.

1.03. Assessment. “Assessment” means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney’s fees.

1.04. Association. “Association” means and refers to the Developer until the Control Transfer Date and thereafter Forest Ridge of Shelby County Property Owners’ Association, Inc. and its successors and assigns.

1.05. Board of Directors. “Board of Directors” means and refers to the Developer prior to the Control Transfer Date and the thereafter, the Board of Directors of the Association appointed by the Developer and/or elected by the Members of the Association.

1.06. Bylaws. “Bylaws” mean the Bylaws of the Association as from time to time amended.

1.07. Common Area. “Common Area” means the portions of the Subdivision, including any applicable easements, owned by the Developer (prior to the Control Transfer Date) or the Association for the common use and enjoyment of the Members including, but not limited to, mailbox clusters, easements and Roads together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members. The Association is responsible for the liability and maintenance of the Common Area.

1.08. Common Area Expense. “Common Area Expense” means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, casualty and liability insurance, directors and officer’s liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include, but are not limited to (a) the cost of repair and maintenance of the Roads, (b) mowing of the Common Area, (c) Common Area maintenance and replacement of landscaping, (d) maintenance of any drainage facilities, and (e) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09. Control Transfer Date. The “Control Transfer Date” shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Area; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth herein. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.10. Developer. "Developer" means and refers to LSLP Forest Ridge, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.11. Improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuilding, patios, storage building, barn, guest quarter, garage, carport, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarter, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.12. Member. "Member" means and refers to every current Owner of a Tract of land within the Subdivision.

1.13. Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.14. Owner or Tract Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) sold from the 1,455.332 acres described in Exhibit "A", but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner. The Developer shall not be deemed an Owner.

1.15. Plans and Specifications. "Plans and Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.16. Plat. "Plat" means and refers to any plat of Forest Ridge of Shelby County Subdivision that will be filed in the future in the Map and Plat Records of Shelby County, Texas.

1.17. Road. "Road" or "Roads" means property or any Road located within the

Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the Owners, such dedication shall be reflected on a Plat of the Subdivision.

1.18. Special Assessment. “Special Assessment” shall have the meaning given to that term in Section 5.03 hereof.

1.19. Tract. “Tract” or “Lot” means any of the 99 individual tracts of land or lots that will be sold from the 1,455.332 acres described on Exhibit “A”. Developer intends to develop the Subdivision in phases, and the first phase will be sold by metes and bounds; however, future phases may be sold by Plat.

1.20. Vote of Members. “Vote of the Members” means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy, or by written ballot. In accordance with Section 4.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II **RESTRICTIONS**

2.01. Single Family Residences. Each Tract shall be used for single family residential purposes only.

2.02. Minimum Square Footage. The main residence constructed on a Tract shall have least one thousand (1,000) square feet within its outside walls and must be constructed with a minimum of three feet (3') of masonry wainscoat on the front exterior.

2.03. Timeline for Construction. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

2.04. Modular Cabin. In addition to the main residence or in lieu of a main residence, one modular cabin may be placed upon each Tract prior to the main residence being constructed, provided the modular cabin contains at least one thousand (1,000) square feet within its outside walls. A modular cabin must be constructed of new materials and a Tract Owner must obtain prior written approval from the Architectural Control Committee, which has the sole discretion to approve or deny the submitted design. A modular cabin that is similarly crafted like those manufactured by Lelands Cabins and Ulrich Cabins are examples of the type of modular cabins that the Architectural Control Committee will consider for approval.

2.05 Limit on Structures. No more than three (3) structures may be constructed on a Tract. This limitation is to limit the number of major structures, such as the main residence, a modular cabin, outbuildings, storage buildings, barns, guest quarters and

garages. Specifically, not considered as a major structure, includes, but is not limited to a well house or a dog house.

2.06. Storage of RV's. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on a Tract but only for a maximum of 6 months of the calendar year. During the construction of the main residence an RV may be temporarily stored on a Tract and used as a residence for up to 12 months. Travel trailers and RV's shall not be used as a residence and cannot be lived in full time. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

2.07. No Mobile Homes or Manufactured Homes. Mobile homes or manufactured homes are prohibited on a Tract.

2.08. Junk and Debris. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on a Tract. The designation of such an item as being a violation under this section is at the sole and absolute discretion of the Association.

2.09. Prohibited Animals. No pigs or peacocks will be permitted on a Tract. If written Architectural Control Committee approval is received, a limited number of pigs may be kept for a sanctioned FFA or 4H project. All FFA or 4H pigs must be kept in pens that require written Architectural Control Committee approval.

2.10. Signs. No signs for advertising, or billboards, may be placed on a Tract with the exception of one professionally made "for sale" sign. Signs erected on any Tract advertising a Tract for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or residence for sale.

2.11. Subdividing. The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall grant a request for a variance to subdivide any Tract that is larger than twenty (20) acres into two tracts, so long as each new tract contains a minimum of 10.1 acres. A Tract that is larger than twenty (20) acres may only be subdivided one time. To subdivide a Tract, the Owner is responsible for all fees and requirements of the Shelby County Commissioners Court and Shelby County, Texas; however, the Architectural Control Committee and/or Developer (prior to the Control Transfer Date) will consent to such division. Each Tract created from subdividing shall be responsible for Annual Assessments and Special Assessments, and shall have the same rights as if it was an original tract of the Subdivision.

2.12. Limit on Activity. No activity whether for profit or not, shall be conducted on a Tract which is not related to the occupation of a Tract for single family residential purposes or for the harvesting of timber, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is

waived in regard to the customary sales activities required to sell homes in the Subdivision. An Owner may conduct the business activity of harvesting timber in order to maintain an agricultural exemption over the Tract.

2.13. Prohibition on Short Term Rentals and/or Partial Rentals. There shall be no leasing or short term rentals of the main residence and/or any guest quarter permitted. All rentals and leases must be under a written lease agreement that has a duration of at least thirty (30) days and such agreement must cover the entirety of any Tract to be leased.

2.14. Nuisance. No activity which constitutes a nuisance or annoyance shall occur on a Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

2.15. Water Wells and Irrigation Systems. Water wells may be drilled for residential, agricultural or irrigation purposes. All water well locations must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Installation of a water well is the Tract Owner's responsibility to obtain any required permits. All water wells must meet state and local requirements for the size and placement. There is no approved water supply furnished to any Tract.

ARTICLE III **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

3.01. Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

3.02. Setbacks; Utility & Drainage Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Owners, and any utility company. The utility easements set forth herein, if they are greater than what is set forth on any Plat, control over the utility easements on a Plat. For all Tracts that abut a county road, a utility and drainage easement and a building setback line measuring eighty feet (80') in width is reserved along the front lot line, and a utility and drainage easement measuring fifty feet (50') in width is reserved along the rear lot line of the Tract, and a utility and drainage easement measuring fifty feet (50') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. For all Tracts that do not abut a county road, a utility and drainage easement and a building setback line measuring fifty feet (50') in width is reserved along the front and rear lot lines of the Tract and a utility and drainage easement measuring fifty feet (50') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. The utility and drainage easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, internet, gas and any other utilities which the Developer or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all

such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved or as needed. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political Subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Owners located within the setback lines, or the utility or drainage easements. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.03. Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

3.04. Mailboxes. All mailboxes located within the subdivision will be erected at the designated location on an easement held by the Association. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.05. Driveway Culverts. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course.

ARTICLE IV

FOREST RIDGE OF SHELBY COUNTY PROPERTY OWNERS'

ASSOCIATION, INC.

4.01. Non-Profit Corporation. Forest Ridge of Shelby County Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations,

benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

4.02. Bylaws. The Association has adopted, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions contained herein.

4.03. Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of a Tract shall be the sole qualification for Membership.

4.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Tract Owner at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE V

ASSESSMENTS

5.01. Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

5.02. Annual Assessment.

(a) An Annual Assessment shall be paid by each of the Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided and the Common Area Expenses. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

(b) The initial amount of the Annual Assessment applicable to each Tract will be five hundred dollars (\$500.00) per Tract. The Annual Assessment

is payable in advance and is due on the thirty first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

(c) The Board of Directors of the Association, from and after the Control transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without a majority vote of the members that are present in person or by proxy, or by ballot at a meeting called for such a vote.

5.03. Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

5.04. Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

5.05. Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision Roads, Subdivision drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a Common Area or a Common Area Expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

5.06. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Tract Owner hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such Tract

Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Real Property of Shelby County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Tract Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Tract Owner personally obligated to pay the same.

It is the intent of the Provisions of this Article to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Tract Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

5.07. Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Tract Owner by recording a Notice ("Notice of Lien" or "Affidavit of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of

the Tract against which the lien is claimed, and (e) the name of the Tract Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Tract Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

5.08. Developer Exemption. In consideration of the Property infrastructure, the Developer shall be exempt from the payment of all Assessments.

5.09. Liens Subordinate to Mortgages. The lien described in this Article V shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which ad prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article V.

ARTICLE VI

DEVELOPER'S RIGHTS AND RESERVATIONS

6.01. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VI or the Control Transfer Date. The Developer rights, those being the same as Declarant Rights, set forth in these Restrictions shall not be released until such time as a document relinquishing

said rights is filed of record or the Developer no longer holds record title to any Common Area or a Lot in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

6.02. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision or purposes deemed necessary by the Developer.

6.03. Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Area at any time and from time to time in accordance with these Restrictions, without the consent of any Owner or the Association.

6.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property in Shelby County, Texas. No consent shall be required of the Association or any Member thereof, each Tract Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

ARTICLE VII

DUTIES AND POWERS OF THE FOREST RIDGE OF SHELBY COUNTY PROPERTY OWNERS' ASSOCIATION

7.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

7.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

7.03. Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

7.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association.

7.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

7.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions after the Control Transfer Date. Prior to the Control Transfer Date the Developer shall perform the ACC duties.

7.08. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements and may demolish any existing improvements in the Common Area.

7.09. Power to Adopt Rules and Regulation. The Association shall have the

power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

7.10. Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

7.11. Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice, or the number of days given in the written notice to allow for a remedy, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Tract Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2022 as a base year. Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special Assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;
- (d) Suspend an Owner's right to use the Common Area; and/or
- (e) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

8.01. Basic Control & Applications.

(a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of the main residence, and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

(b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements on the Lot, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the approval process.

8.02 Architectural Control Committee.

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property in Shelby County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be a Tract Owner in the Subdivision.
- (c) After the Control Transfer Date, members of the Architectural Control Committee may not include a board member, a board member's spouse, or anyone living in a board member's household.

8.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article VIII within thirty (30) days following the submission of a completed application and full compliance with the Declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

8.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

8.05 Variance. The Developer, may on a case by case basis, authorize variances from the requirements of these Restrictions at its sole discretion. The ACC may grant a variance from the requirements of these Restrictions on the reasonable opinion of the ACC, if the Restrictions unreasonably restrain the development of a Lot in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own a Lot or Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No

violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

8.06 Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision Roads by construction equipment and construction traffic, and for damage to the Common Area. Tract Owners shall be responsible for any damage caused to the Roads or Common Area by construction equipment or trucks making deliveries to their Tract. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the Roads of the Subdivision and any damage to the Common Area.

ARTICLE IX

GENERAL PROVISIONS

9.01. Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) affirmative vote of every Member entitled to vote and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02. Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) affirmative vote of every Member entitled to vote. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03. Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns any land in the Subdivision and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions or if needed to comply with state law.

9.04. Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or

partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05. Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.06. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.07. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.08. Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms “herein”, “hereof” and similar terms, as used in this instrument, refer to the entire document and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this _____ day of _____ 2022.

LSLP Forest Ridge, LLC, a Delaware Limited Liability Company

By: American Land Partners, Inc., a Delaware limited liability company, Manager

By: _____
Davy Roberts, Authorized Agent

STATE OF TEXAS

§
§
§

COUNTY OF _____

CERTIFICATE OF ACKNOWLEDGEMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the ____ day of _____ 2022.

NOTARY PUBLIC, State of Texas

Surveyed for
LONE STAR LAND PARTNERS

&

EAST TEXAS ACRES

1455.332 Acres

All that certain tract of land situated in Shelby County, Texas, in the **ROBERT O. LUSK SURVEY, A-448, DUDLEY LAWSON SURVEY, A-451, CLEMENT TUTT SURVEY, A-726, J.L. DEFEE SURVEY, A-925, EDWARD PASSMORE SURVEY, A-933, W.P. DEFEE SURVEY, A-941, SAMUEL GILBREATH SURVEY, A-957, C.M. HILL SURVEY, A-960, S.E. JONES SURVEY, A-997, and the C.M. BELSHA SURVEY, A-1006**, and being all of a called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, all of a called 70 acre tract conveyed from Kevin Jones and wife, Jennifer Jones to East Texas Acres, Ltd., and recorded in Clerk File No. 2021004843 of the Official Public Records of Shelby County, Texas, all of a called 36.58 acre tract listed as TRACT TWO conveyed from John Michael Lout and wife, Patricia G. Lout and Mike Lout Trucking, Inc. to East Texas Acres, Ltd. and recorded in Volume 899 Page 563 of the Official Public Records of Shelby County, Texas, all of a called 120.079 acre tract conveyed from William A. Speights and wife, Janis P. Speights to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas, and all of a called 44.611 acre tract conveyed from John Michael Lout and wife, Patricia G. Lout to East Texas Acres, Ltd. and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, Less and Except a called 1.68 acre tract listed as TRACT TWO conveyed from Lilliam Emma Allen to Matt Allen and recorded in Clerk File No. 2016003667 of the Official Public Records of Shelby County, Texas, and being more particularly described as follows.

Bearings refer to Grid North of the Texas Coordinate System of 1983 (Central Zone 4203).

BEGINNING at a 1/2" Iron Rod found for the most northerly northeast of this tract, said 1/2" Iron Rod found also being the northeast corner of the called 120.079 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas;

THENCE S 02° 13' 25" E (Call S 02° 13' 30" E – 1243.27') with an east line of the called 120.079 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas, and with a west line of a called 117.386 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 899 Page 558 of the Official Public Records of Shelby County, Texas, a distance of 1243.03 feet to a 1/2" Iron Rod found for corner;

THENCE S 66° 14' 04" W (Call S 66° 14' 07" W - 3340.41') with the most easterly south line of the called 120.079 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas, with the north line of a called 109.12 acre tract listed as Tract No. 153 conveyed to Carthage Timberlands TX LP and recorded in Clerk File No. 2018001955 of the Official Public Records of Shelby County, Texas, and with the north line of a called 43 acre tract listed as Tract No. 147 conveyed to Carthage Timberlands TX LP and recorded in Clerk File No. 2018001955 of the Official Public Records of Shelby County, Texas, a distance of 3340.52 feet to a Concrete Monument found for corner;

EXHIBIT "A"

THENCE S 29° 50' 52" E with the most southerly east line of the called 120.079 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas, and with the north line of a called 43 acre tract listed as Tract No. 147 conveyed to Carthage Timberlands TX LP and recorded in Clerk File No. 2018001955 of the Official Public Records of Shelby County, Texas, a distance of 232.45 feet to a Point for Corner in the center of County Road 1090 from which a 1/2" Iron Rod found for reference bears S 29° 50' 52" E a distance of 20.22 feet;

THENCE the following 10 calls along the center of County Road 1095:

S 85° 09' 20" E a distance of 15.80 feet;
S 89° 22' 59" E a distance of 88.14 feet;
S 70° 38' 13" E a distance of 62.65 feet;
S 83° 10' 44" E a distance of 91.55 feet;
S 65° 44' 35" E a distance of 48.19 feet;
S 60° 01' 27" E a distance of 86.31 feet;
S 66° 38' 28" E a distance of 68.96 feet;
S 72° 15' 32" E a distance of 170.93 feet;
S 67° 55' 42" E a distance of 86.67 feet;
S 75° 59' 58" E a distance of 79.04 feet to a 1/2" Iron Rod found for corner on the northeast margin of County Road 1095

THENCE S 35° 07' 03" E (Call S 33° 49' 01" E - 1029.58') with an east line of a called 44.611 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, a distance of 1029.54 feet to a 1/2" Iron Rod found for corner on the east margin of County Road 1095;

THENCE S 22° 21' 31" E (Call S 21° 05' 08" E - 972.86') with an east line of the called 44.611 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, a distance of 972.04 feet to a 1/2" Iron Rod found for corner;

THENCE S 46° 28' 33" W (Call S 49° 00' 00" W - 443.04') with a southeast line of the called 44.611 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, and with the northwest line of a called 150 acre tract listed as FOURTH TRACT conveyed to Sonya Youngblood and recorded in Clerk File No. 2015002354 of the Official Public Records of Shelby County, Texas, a distance of 443.19 feet to a 1/2" Iron Rod found for corner;

THENCE S 42° 14' 46" E (Call S 41° 00' 00" E - 311.40') with the most southerly northeast line of the called 44.611 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, and with the southwest line of the called 150 acre tract listed as FOURTH TRACT conveyed to Sonya Youngblood and recorded in Clerk File No. 2015002354 of the Official Public Records of Shelby County, Texas, a distance of 300.79 feet to a 1/2" Iron Rod found for corner;

THENCE S 47° 44' 57" W (Call S 49° 00' 00" W - 428.09') with the most southerly southeast line of the called 44.611 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, and with the northwest line of a called 155 acre tract listed as Tract No. 125 conveyed to Bienville Timberlands and recorded in Clerk File No. 2018001952 of the Official Public Records of Shelby County, Texas, a distance of 428.05 feet to a 1/2" Iron Rod found for corner;

THENCE N 27° 15' 48" W (Call N 26°00'00" W – 1070.02') with the most southerly southwest line of the called 44.611 acre tract conveyed to East Texas Acres, Ltd., and recorded in Volume 787 Page 242 of the Real Property Records of Shelby County, Texas, and with the northeast line of a called 160 acre tract listed as TRACT 2 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 1068.67 feet to an Axle found for corner;

THENCE S 60° 00' 23" W (Call S 65°00'00" W – 2177.78') with a southeast line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the northeast line of the called 160 acre tract listed as TRACT 2 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 2309.80 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC";

THENCE S 27° 48' 40" E (Call S 25°00'00" E – 708.33') with an east line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the west line of the called 160 acre tract listed as TRACT 2 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 680.29 feet to a 1/2" Iron Rod found for corner;

THENCE S 27° 48' 40" E (Call N 25°00'00" W – 1472.22') with an east line of the called 70 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2021004843 of the Official Public Records of Shelby County, Texas, and with a west line of the called 160 acre tract listed as TRACT 2 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 1472.10 feet to a 1/2" Iron Rod found for corner;

THENCE S 27° 58' 48" E (Call N 24°37'00" W – 599.35') with an east line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the west line of the called 160 acre tract listed as TRACT 2 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 599.13 feet to a 1/2" Iron Rod found for corner;

THENCE S 61° 43' 40" W (Call N 64°38'20" E – 833.89') with a south line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most westerly north line of a called 138 acre tract listed as TRACT 3 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 833.64 feet to a 1/2" Iron Rod found for corner;

THENCE S 61° 44' 51" E (Call N 58°40'23" W - 2034.20') with a northeast line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most westerly southwest line of the called 138 acre tract listed as TRACT 3 conveyed to Frances Henley and recorded in Volume 766 Page 806 of the Real Property Records of Shelby County, Texas, a distance of 2036.46 feet to a 1/2" Iron Rod found for corner;

THENCE S 28° 20' 06" W (Call N 31°32'00" E - 2843.57') with a southeast line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most northerly northwest line of a called 1236.13 acre tract listed as Tract No. 158 conveyed to Timberstar Nacogdoches I LP and recorded in Volume 1065 Page 171 of the Official Public Records of Shelby County, Texas, a distance of 2843.20 feet to a Concrete Monument found for corner;

THENCE N 63° 11' 55" W (Call S 60°03'05" E – 341.80') with a southwest line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with a northeast line of the called 1236.13 acre tract listed as Tract No. 158 conveyed to Timberstar Nacogdoches I LP and recorded in Volume 1065 Page 171 of the Official Public Records of Shelby County, Texas, a distance of 341.91 feet to a Concrete Monument found for corner;

THENCE S 59° 05' 54" W (Call S 60°03'05" E – 341.80') with a southeast line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with a northwest line of the called 1236.13 acre tract listed as Tract No. 158 conveyed to Timberstar Nacogdoches I LP and recorded in Volume 1065 Page 171 of the Official Public Records of Shelby County, Texas, a distance of 1304.76 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC", said 5/8" Iron Rod set for corner being the southernmost corner of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas;

THENCE N 58° 49' 25" W with a southwest line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with a northeast line of a called 40 acre tract listed as Tract No. 152 conveyed to Sabine Timber and recorded in Clerk File No. 2019000340 of the Official Public Records of Shelby County, Texas, a distance of 1614.93 feet to a 3/4" Iron Rod found for corner;

THENCE N 16° 18' 17" W (Call N 12°55'00" W - 456.94') with a west line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with an east line of a called 1.4465 acre tract conveyed to Gabriel Rebollar and wife, Erika Rebollar and recorded in Clerk File No. 2016004087 of the Official Public Records of Shelby County, Texas, a distance of 457.56 feet to a 3/4" Iron Pipe found for corner;

THENCE N 19° 37' 43" W (Call N 16°18'00" W – 258.33') with an east line of a called 2 acre tract conveyed to Lula Amburn and recorded in Volume 418 Page 305 of the Deed Records of Shelby County, Texas, also being with the boundary line agreement between Temple Industries, Inc. and Billy R. Waller and recorded in Volume 461 Page 1 of the Deed Records of Shelby County, Texas, a distance of 258.35 feet to a 1" Iron Pipe found for corner;

THENCE N 11° 07' 35" W (Call N 07°35'00" W – 208.06') with an east line of the called 2 acre tract conveyed to Lula Amburn and recorded in Volume 418 Page 305 of the Deed Records of Shelby County, Texas, also being with the boundary line agreement between Temple Industries, Inc. and Billy R. Waller and recorded in Volume 461 Page 1 of the Deed Records of Shelby County, Texas, a distance of 208.05 feet to an Axle found for corner;

THENCE S 76° 00' 54" W (Call S 79°30'00" W – 172.22') with the north line of the called 2 acre tract conveyed to Lula Amburn and recorded in Volume 418 Page 305 of the Deed Records of Shelby County, Texas, also being with the boundary line agreement between Temple Industries, Inc. and Billy R. Waller and recorded in Volume 461 Page 1 of the Deed Records of Shelby County, Texas, a distance of 171.41 feet to 1" Iron Pipe found for corner;

THENCE S 20° 31' 31" E with the west line of the called 2 acre tract conveyed to Lula Amburn and recorded in Volume 418 Page 305 of the Deed Records of Shelby County, Texas, a distance of 393.09 feet to 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC";

THENCE N 76° 17' 21" W (Call N 76°51'57" W - 1261.30') with the north line of a called 12 acre tract conveyed to Stephen B. Stanley and recorded in Volume 849 Page 331 of the Official Public Records of Shelby County, Texas, a distance of 1289.82 feet to 3/8" Iron Rod found for corner;

THENCE S 31° 45' 30" E with the west line of the called 12 acre tract conveyed to Stephen B. Stanley and recorded in Volume 849 Page 331 of the Official Public Records of Shelby County, Texas, a distance of 600.39 feet to 1" Iron Rod in concrete found for corner;

THENCE N 78° 18' 42" W (Call S 74°00'00" E - 111.11') with the north line of a called 35 acre tract conveyed to France W. Henley and recorded in Volume 815 Page 830 of the Official Public Records of Shelby County, Texas, a distance of 108.60 feet to 1" Iron Rod in concrete found for corner;

THENCE with a curve turning to the left with an arc length of 120.22 feet, with a radius of 955.37 feet, with a chord bearing of N 39° 48' 25" W, with a chord length of 120.15 feet with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 50 Page 405 of the Deed Records of Shelby County, Texas to a Point for Corner;

THENCE N 43° 24' 44" W with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 50 Page 405 of the Deed Records of Shelby County, Texas, a distance of 485.00 feet to a Point for Corner;

THENCE with a curve turning to the right with an arc length of 642.00 feet, with a radius of 1432.69 feet, with a chord bearing of N 32° 14' 58" W, with a chord length of 636.64 feet with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 50 Page 405 of the Deed Records of Shelby County, Texas, to a Point for Corner;

THENCE N 19° 24' 44" W with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 50 Page 405 of the Deed Records of Shelby County, Texas, a distance of 98.42 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC";

THENCE N 68° 32' 28" E (Call S 70°00'00" W - 652.78') with a north line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with a south line of a called 155.722 acre tract listed as TRACT FOURTEEN conveyed to Joe J. Fisher Family Trust and recorded in Volume 841 Page 311 of the Official Public Records of Shelby County, Texas, a distance of 514.63 feet to a 1/2" Iron Pipe found for corner;

THENCE N 23° 34' 18" W (Call S 20°00'00" E - 2,500') with a west line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with an east line of the called 155.722 acre tract listed as TRACT FOURTEEN conveyed to Joe J. Fisher Family Trust and recorded in Volume 841 Page 311 of the Official Public Records of Shelby County, Texas, a distance of 2458.65 feet to a 1-1/2" Iron Pipe found for corner;

THENCE S 67° 00' 14" W with a south line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with a north line of the called 155.722 acre tract listed as TRACT FOURTEEN conveyed to Joe J. Fisher Family Trust and recorded in Volume 841 Page 311 of the Official Public Records of Shelby County, Texas, a distance of 450.43 feet to a 5/8" Iron Rod found for corner;

THENCE with a curve turning to the left with an arc length of 534.59 feet, with a radius of 1245.89 feet, with a chord bearing of N 55° 05' 24" W, with a chord length of 530.50 feet with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 51 Page 516 of the Deed Records of Shelby County, Texas, to a Point for Corner;

THENCE N 67° 23' 03" W with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 51 Page 516 of the Deed Records of Shelby County, Texas, a distance of 601.00 feet to a Point for Corner;

THENCE with a curve turning to the right with an arc length of 1668.12 feet, with a radius of 1173.24 feet, with a chord bearing of N 26° 39' 08" W, with a chord length of 1531.12 feet with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 51 Page 516 of the Deed Records of Shelby County, Texas, to a Point for Corner;

THENCE N 13° 43' 16" E with the Gulf, Beaumont and Great Northern Railway tract recorded in Volume 51 Page 516 of the Deed Records of Shelby County, Texas, a distance of 379.01 feet to a 5/8" Iron Rod found for corner;

THENCE N 66° 29' 27" E with a north line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, with a south line of a called 5-1/4 acre tract listed as SECOND TRACT conveyed to Marcus Allen Pierce and recorded in Volume 973 Page 174 of the Official Public Records of Shelby County, Texas, and with the south line of a called 5-1/4 acre tract listed as FIRST TRACT conveyed to Marcus Allen Pierce and recorded in Volume 973 Page 174 of the Official Public Records of Shelby County, Texas, a distance of 1286.48 feet to a Point for Corner in a branch from which a 5/8" Iron Rod set for reference with cap stamped "ETSM, LLC" bears N 66° 29' 27" E a distance of 48.00 feet;

THENCE the following 9 calls with the centerline of said branch:

N 12° 22' 39" E a distance of 7.39 feet;
N 40° 08' 47" W a distance of 45.10 feet;
N 36° 27' 53" W a distance of 71.52 feet;
N 05° 23' 13" E a distance of 124.75 feet;
N 18° 44' 25" W a distance of 103.15 feet;

S 80° 22' 43" W a distance of 33.11 feet;
N 04° 16' 28" W a distance of 42.95 feet;
S 84° 10' 30" W a distance of 27.66 feet;
N 32° 51' 06" W a distance of 129.10 feet to
a Point for Corner in said branch;;

THENCE N 40° 23' 14" E with the southeast line of a called 5-1/2 acre tract conveyed to Frank Gold, Jr. and recorded in Volume 975 Page 326 of the Official Public Records of Shelby county, Texas, at 15.53 feet pass a 1/2" Iron rod found for reference and at a total distance of 360.24 feet to a 1/2" Iron Rod found on the southwest margin of County Road 1060;

THENCE the following 10 calls with the southwest margin of County Road 1060:

N 28° 33' 29" W a distance of 101.06 feet;
N 35° 16' 49" W a distance of 102.57 feet;
N 38° 28' 55" W a distance of 98.58 feet;
N 28° 56' 49" W a distance of 91.06 feet;
N 37° 44' 15" W a distance of 89.16 feet;

N 46° 31' 31" W a distance of 140.75 feet;
N 51° 09' 12" W a distance of 99.36 feet;
N 52° 12' 54" W a distance of 85.65 feet;
N 48° 12' 00" W a distance of 93.92 feet;
N 04° 17' 43" W a distance of 95.14 feet to a Point for
Corner in Straw Creek in the west margin of County Road
1060;

THENCE the following 55 calls downstream with the meanders of Straw Creek:

N 76° 56' 28" E a distance of 132.74 feet;
N 29° 44' 36" W a distance of 50.36 feet;
N 18° 39' 16" W a distance of 30.73 feet;
N 34° 36' 42" E a distance of 57.47 feet;
S 77° 12' 03" E a distance of 96.62 feet;

N 65° 53' 03" E a distance of 33.26 feet;
N 07° 00' 39" E a distance of 32.51 feet;
N 35° 49' 35" W a distance of 73.27 feet;
N 61° 41' 07" W a distance of 26.81 feet;
N 04° 51' 11" E a distance of 27.82 feet;

N 85° 56' 22" E a distance of 89.32 feet;
S 25° 43' 31" E a distance of 36.18 feet;
N 76° 20' 44" E a distance of 73.45 feet;
N 31° 08' 49" W a distance of 97.70 feet;
N 16° 04' 24" E a distance of 37.20 feet;

S 79° 30' 48" E a distance of 97.39 feet;
N 29° 35' 18" E a distance of 49.58 feet;
N 73° 57' 12" E a distance of 65.88 feet;
N 32° 27' 20" E a distance of 102.40 feet;
N 11° 50' 58" E a distance of 48.90 feet;

N 84° 41' 25" E a distance of 56.86 feet;
S 89° 10' 35" E a distance of 43.52 feet;
S 43° 36' 54" E a distance of 50.02 feet;
S 88° 42' 15" E a distance of 87.20 feet;
S 46° 28' 36" E a distance of 20.55 feet;

S 02° 53' 29" E a distance of 44.25 feet;
N 79° 56' 23" E a distance of 52.98 feet;
N 09° 58' 29" W a distance of 44.87 feet;
N 57° 29' 44" E a distance of 33.09 feet;
N 02° 29' 47" E a distance of 44.12 feet;

N 82° 38' 48" W a distance of 57.55 feet;
S 74° 15' 30" W a distance of 38.14 feet;
N 33° 26' 17" W a distance of 73.35 feet;
N 62° 07' 02" W a distance of 53.59 feet;
N 10° 19' 09" W a distance of 41.04 feet;

N 80° 13' 15" E a distance of 116.20 feet;
N 10° 57' 06" E a distance of 96.69 feet;
N 72° 18' 31" W a distance of 60.74 feet;
N 14° 22' 22" W a distance of 175.80 feet;
N 32° 35' 56" W a distance of 84.64 feet;

N 20° 07' 19" E a distance of 83.87 feet;
N 19° 53' 32" W a distance of 57.88 feet;
N 13° 40' 52" E a distance of 41.00 feet;
N 07° 53' 29" W a distance of 150.24 feet;
N 08° 07' 01" W a distance of 122.47 feet;

N 09° 47' 09" W a distance of 121.06 feet;
N 23° 33' 57" W a distance of 56.78 feet;
N 36° 17' 46" W a distance of 43.83 feet;
S 64° 02' 29" W a distance of 51.37 feet;
N 14° 46' 58" E a distance of 65.29 feet;

N 43° 41' 04" W a distance of 86.59 feet;
N 16° 52' 40" E a distance of 45.24 feet;
N 42° 50' 40" E a distance of 44.62 feet;
N 36° 16' 40" W a distance of 53.31 feet;
N 06° 12' 28" W a distance of 8.34 feet to a Point for
Corner in the center of Straw Creek;

THENCE N 81° 16' 48" E (Call S 85°00'00"W – 1858.00') with the northernmost line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, with a south line of a called 75 acre tract listed as FIFTH TRACT conveyed to Charles S. Neuville and wife Patricia R. Neuville and recorded in Volume 979 Page 988 of the Official Public Records of Shelby County, Texas, at 15.43 feet pass a 5/8" Iron Rod set for reference with cap stamped "ETSM, LLC", at 928.66 feet pass a 1/2" Iron Rod found at the westernmost corner of the called 33.35 acre tract listed as SIXTH TRACT conveyed to Charles S. Neuville and wife Patricia R. Neuville and recorded in Volume 979 Page 988 of the Official Public Records of Shelby County, Texas, and at a total distance of 1968.86 feet to a 1/2" Iron Rod found for corner;

THENCE S 65° 09' 58" E (Call N 62°00'00"W – 1236.00') with a north line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most easterly south line of the called 33.35 acre tract listed as SIXTH TRACT conveyed to Charles S. Neuville and wife Patricia R. Neuville and recorded in Volume 979 Page 988 of the Official Public Records of Shelby County, Texas, a distance of 1231.99 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC";

THENCE S 14° 42' 11" W with an east line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most southerly west line of a called 100 acre tract conveyed to Chloe Elizabeth Brown and recorded in Volume 829 Page 818 of the Official Public Records of Shelby County, Texas, a distance of 618.03 feet to a 1/2" Iron Rod found for corner;

THENCE S 14° 42' 11" W with an east line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most northerly west line of a called 49.44 acre tract conveyed to Ronnie W. Borders, Ltd. and recorded in Clerk File No. 2021000233 of the Official Public Records of Shelby County, Texas, a distance of 254.19 feet to a 1" Iron Rod found for corner;

THENCE S 24° 40' 08" W (Call N 28°00'00"E – 1655.00') with an east line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most southerly west line of the called 49.44 acre tract conveyed to Ronnie W. Borders, Ltd. and recorded in Clerk File No. 2021000233 of the Official Public Records of Shelby County, Texas, a distance of 1652.48 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC";

THENCE N 66° 44' 57" E with a north line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most westerly south line of the called 49.44 acre tract conveyed to Ronnie W. Borders, Ltd. and recorded in Clerk File No. 2021000233 of the Official Public Records of Shelby County, Texas, a distance of 140.80 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC";

THENCE N 67° 01' 10" E with a north line of the called 1188.22 acre tract conveyed from Crown Pine Realty 1, Inc. to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, and with the most easterly south line of the called 49.44 acre tract conveyed to Ronnie W. Borders, Ltd. and recorded in Clerk File No. 2021000233 of the Official Public Records of Shelby County, Texas, a distance of 2094.52 feet to a 1/2" Iron Rod found for corner;

THENCE N 12° 41' 38" E with a west line of the called 36.58 acre tract listed as TRACT TWO conveyed from John Michael Lout and wife, Patricia G. Lout and Mike Lout Trucking, Inc. to East Texas Acres, Ltd. and recorded in Volume 899 Page 563 of the Official Public Records of Shelby County, Texas, and with the east line of the called 49.44 acre tract conveyed to Ronnie W. Borders, Ltd. and recorded in Clerk File No. 2021000233 of the Official Public Records of Shelby County, Texas, a distance of 985.89 feet to a 1/2" Iron Rod found for corner;

THENCE N 12° 42' 44" E with a west line of the called 36.58 acre tract listed as TRACT TWO conveyed from John Michael Lout and wife, Patricia G. Lout and Mike Lout Trucking, Inc. to East Texas Acres, Ltd. and recorded in Volume 899 Page 563 of the Official Public Records of Shelby County, Texas, and with the east line of the called 100 acre tract conveyed to Chloe Elizabeth Brown and recorded in Volume 829 Page 818 of the Official Public Records of Shelby County, Texas, a distance of 1175.03 feet to a 1/2" Iron Rod found for corner;

THENCE S 62° 32' 25" E (Call S 59°14'59" E - 1194.02') with the north line of the called 36.58 acre tract listed as TRACT TWO conveyed from John Michael Lout and wife, Patricia G. Lout and Mike Lout Trucking, Inc. to East Texas Acres, Ltd. and recorded in Volume 899 Page 563 of the Official Public Records of Shelby County, Texas, and with the south line of a called 80 acre tract listed as SECOND TRACT conveyed to I.S. Matthews and wife, Lizzie Matthews and recorded in Volume 186 Page 574 of the Deed Records of Shelby County, Texas, a distance of 1194.04 feet to a 1/2" Iron Rod found for corner;

THENCE N 22° 06' 22" E (Call N 22°05'51" E - 569.26') with the most northerly west line of the called 120.079 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas, and with an east line of the called 80 acre tract listed as SECOND TRACT conveyed to I.S. Matthews and wife, Lizzie Matthews and recorded in Volume 186 Page 574 of the Deed Records of Shelby County, Texas, a distance of 569.54 feet to a 1/2" Iron Rod found for corner;

THENCE N 66° 58' 56" E (Call N 66°58'40" E – 3751.34') with the northernmost line of the called 120.079 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2018002488 of the Official Public Records of Shelby County, Texas, and with the southernmost line of a called 175 acre tract conveyed to Cecilia McSwain Boles Family Partnership, Ltd. and recorded in Clerk File No. 2012006789 of the Official Public Records of Shelby County, Texas, a distance of 3751.09 feet to the **Point of Beginning** being 1489.645 acres **LESS** and **Except** a called 32.25 acre tract conveyed to Tonya McSwain Andrews and recorded in Clerk File No. 2015001202 of the Official Public Records of Shelby County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" Iron Rod found at the east corner of the called 32.25 acre tract conveyed to Tonya McSwain Andrews and recorded in Clerk File No. 2015001202 of the Official Public Records of Shelby County, Texas, from which a 1/2" Iron Rod found at the northernmost corner of a called 1236.13 acre tract listed as Tract No. 158 conveyed to Timberstar Nacogdoches I LP and recorded in Volume 1065 Page 171 of the Official Public Records of Shelby County, Texas, bears N 64° 43' 25" E a distance of 2304.14 feet;

THENCE S 27° 07' 09" W (Call N 30°00'00" E – 1025.00') with the southeast line of the called 32.25 acre tract conveyed to Tonya McSwain Andrews and recorded in Clerk File No. 2015001202 of the Official Public Records of Shelby County, Texas, a distance of 1024.93 feet to a 1/2" Iron Rod found for corner from which a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC" at the southernmost corner of the called 1188.22 acre tract conveyed to East Texas Acres, Ltd., and recorded in Clerk File No. 2019003948 of the Official Public Records of Shelby County, Texas, bears S 11° 15' 35" W a distance of 1144.40 feet;

THENCE N 63° 17' 33" W (Call S 59°00'00" E – 1372.22') with the southwest line of the called 32.25 acre tract conveyed to Tonya McSwain Andrews and recorded in Clerk File No. 2015001202 of the Official Public Records of Shelby County, Texas, a distance of 1372.32 feet to a 1/2" Iron Rod found for corner;

THENCE N 27° 08' 10" E (Call S 30°00'00" W – 1025.00') with the northwest line of the called 32.25 acre tract conveyed to Tonya McSwain Andrews and recorded in Clerk File No. 2015001202 of the Official Public Records of Shelby County, Texas, a distance of 1026.90 feet to a 1/2" Iron Rod found for corner;

THENCE S 63° 12' 37" E (Call N 59°00'00" W – 1316.67') with the northeast line of the called 32.25 acre tract conveyed to Tonya McSwain Andrews and recorded in Clerk File No. 2015001202 of the Official Public Records of Shelby County, Texas, a distance of 1372.01 feet to the **Point of Beginning** being 32.316 acres within these calls.

ALSO, **LESS** and **Except** a called 2 acre tract conveyed to Neuville Cemetery and recorded in Volume 53 Page 44 of the Deed Records of Shelby County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" Iron Rod found at the northwest corner of the called 2 acres reserved in Volume 53 Page 44 of the Deed Records of Shelby County, Texas, from which a 1/2" Iron Rod found at the northwest corner of the called 36.58 acre tract listed as TRACT TWO conveyed from John Michael Lout and wife, Patricia G. Lout and Mike Lout Trucking, Inc. to East Texas Acres, Ltd. and recorded in Volume 899 Page 563 of the Official Public Records of Shelby County, Texas, bears N 24° 56' 43" W a distance of 1003.78 feet;

THENCE N 86° 48' 39" E with the north line of the called 2 acres reserved in Volume 53 Page 44 of the Deed Records of Shelby County, Texas, at 450.38 feet pass a 1/2" Iron Rod found for reference and at a total distance of 473.79 feet to a Point for Corner in County Road 1090;

THENCE S 26° 05' 41" W with the east line of the called 2 acres reserved in Volume 53 Page 44 of the Deed Records of Shelby County, Texas, a distance of 239.99 feet to a 1/2" Iron Rod found for corner;

THENCE S 86° 43' 01" W with the south line of the called 2 acres reserved in Volume 53 Page 44 of the Deed Records of Shelby County, Texas, a distance of 356.37 feet to a 5/8" Iron Rod set for corner with cap stamped "ETSM, LLC" from which a 1/2" Iron Rod found at the southwest corner of the called 36.58 acre tract listed as TRACT TWO conveyed from John Michael Lout and wife, Patricia G. Lout and Mike Lout Trucking, Inc. to East Texas Acres, Ltd. and recorded in Volume 899 Page 563 of the Official Public Records of Shelby County, Texas, bears S 42° 38' 47" W a distance of 1343.62 feet;

THENCE N 03° 11' 44" W with the west line of the called 2 acres reserved in Volume 53 Page 44 of the Deed Records of Shelby County, Texas, a distance of 209.90 feet to the **Point of Beginning** being 1.997 acres within these calls and leaving a **total net acreage** of 1455.332 acres.

I, James Elliott, hereby certify the above description represents a survey made on the ground under my direct supervision of 1455.332 acres of land located in the ROBERT O. LUSK SURVEY, A-448, DUDLEY LAWSON SURVEY, A-451, CLEMENT TUTT SURVEY, A-726, J.L. DEFEE SURVEY, A-925, EDWARD PASSMORE SURVEY, A-933, W.P. DEFEE SURVEY, A-941, SAMUEL GILBREATH SURVEY, A-957, C.M. HILL SURVEY, A-960, S.E. JONES SURVEY, A-997, and the C.M. BELSHA SURVEY, A-1006, Shelby County, Texas, and a plat of even date accompanies this description.

May 11, 2022

James E. Elliott 5-11-2022

James Elliott
Registered Professional Land Surveyor No. 5795
FIRM #10146600

