

2/11/30

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
RAYBURN RANCH I
(UNRECORDED SUBDIVISION)**

**STATE OF TEXAS §
 § **KNOWN ALL MEN**
COUNTY OF SAN AUGUSTINE § **BY THESE PRESENTS****

This declaration made on the date hereinafter set forth by WHITETAIL WOODS, LLC a Texas Limited Liability Company, hereinafter referred to as Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in San Augustine County, Texas, containing 1,700.789 acres more or less and being more fully described by metes and bounds on the attached Exhibit "A" and also recorded in Vol. 441, pg. 242, Official Public Records, San Augustine County, Texas; there will hereafter be 48 tracts (Tracts 1-48) subdivided out of a portion of the said 1,700.789 acre tract, each of which will be described and recorded individually by metes and bounds descriptions at a later date, said Tracts 1-48 also shown for informational purposes only on the sales plat on the attached Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "Rayburn Ranch" or "Property".

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Property in order to establish a uniform plan for its development, insure the use of the Property for residential and recreational 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;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 1,700.789 acres described above.

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 Lot Owner and his invitees. These Restrictions run with land and are inseparable upon recording of this document.

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**ARTICLE I
RESTRICTIONS**

1.01 The Property is to be used for single-family residential and/or recreational purposes. A maximum of two (2) dwellings are allowed on each lot. Appurtenant structures ie barns, garages, shops etc may also be constructed.

1.02 The main residence constructed on the Lot shall have least seven hundred (700) square feet within its outside walls. A Tiny Home or modular cabin are not subject to these requirements.

1.03 Tiny Home or Modular Cabin: A Tiny Home or Modular Cabin may be built upon each Lot. Any Tiny Home or modular cabin must be constructed of new materials.

1.04 Mobile Homes are not permitted, however, new "Manufactured Homes" are allowed so long as ground set and placed in a "permanent" fashion on a concrete stem-wall with concrete footers and tie-downs, and back-filled. The term "New", as used herein, shall be defined as "homes manufactured no earlier than 2 years from the date of placement on the Lot". No single-wide mobile manufactured homes are allowed on Property.

1.05 Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and built to applicable building codes.

1.06 Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 6 months of the calendar year. Travel trailers and RV's shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence and must be a minimum of 100' from road and screened from view.

1.07 No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be kept on the Property.

1.08 Animals and livestock are permitted on the Property, however, no pigs or peacocks will be permitted on the property.

1.09 No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "for sale" sign.

1.10 No Lot in Rayburn Ranch originally sold by Developer can be divided into more than two lots and each lot must have a minimum of 80 feet of road frontage and must be a minimum of 5 acres.

1.11 No activity whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single-family residential purposes, 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 are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding

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subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes on the Property. No activity which constitutes a nuisance or annoyance shall occur on the Property. ATVs are permitted to be used on the Property and shall be required to have proper mufflers to lessen their emitted sound. Any and all types of legal hunting are permitted on any properties deemed suitable by the governing laws, assuming that said hunting activities conform to the hunting laws and timeframes of the State of Texas and any other required local laws or restrictions enforced in perpetuity.

1.10. Each Lot sold from the Property shall be subject to a setback measuring seventy-five feet (75') in width across the front and twenty-five feet (25') from rear and side of each Lot. Any utility easement(s) may be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land on the Property. 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.

1.11. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land of the Property to public utility providers within the boundaries of any of the easements herein reserved for the purpose of any utility company serving the easement for 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 an owner of a tract of land of the Property located within the easements.

**ARTICLE II
ENFORCEMENT**

Power to Enforce Restrictions and Rules and Regulations:

The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations by any one or more of the following means: (i) entry upon any Property after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by Owner or any other person), without liability by the Association to Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations;

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(iii) suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or the Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (iv) levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or the Rules and Regulation by such Member or a Related User which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (v) levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations, from any Member or a Related User for breach of this Declaration or the Rules and Regulations by such Member or a Related User; and (vi) taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board of Directors may invoke the remedies provided above, it shall give registered or certified notice of such alleged violation to Owner, and shall afford Owner a hearing. If, after the hearing, a violation is found to exist, the Board of Director's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, Developer, or any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

**ARTICLE III
RAYBURN RANCH
PROPERTY OWNERS ASSOCIATION**

3.01 Non-Profit Corporation: Rayburn Ranch Property Owners Association, a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

3.02 Bylaws: The Association has adopted, or may adopt, 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 hereof.

3.03 Membership: Every person or entity who is a record Owner of any Lot 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 Lots. Regardless of the number of persons who may own a Lot, there shall be but one membership for each Lot and one (1) vote for each Lot. Ownership of the Lots shall be the sole qualification for Membership.

3.04 The Developer shall be exempt from paying dues on any lots owned.

3.05 Voting Rights. The Association shall have two classes of voting memberships.

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Developer shall be entitled to ten (10) votes for each Lot owned. Each Lot, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Lot. In the event that more than one person owns a Lot and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Lot and such vote shall not be counted when calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Lot at a meeting of Members permits the inclusion of the Lot represented when calculating any necessary quorum. Lots that are further subdivided as per Section 3.05 set forth herein, shall have one vote per lot.

**ARTICLE IV
DUTIES AND POWERS OF THE PROPERTY OWNER'S ASSOCIATION**

4.01 General Duties and Powers of the Association. The Rayburn Ranch Property Owners 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 Property. The initial Board of Directors of the Association shall be designated by the Developer or Declarant. Upon the Transfer Control Date, the Owners shall elect the Board of Directors consisting of a minimum of three (3) and a maximum of five (5) individuals serving three year terms, unless a shorter term is desired, in accordance with the Bylaws, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

4.02 Other Insurance and 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 director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

4.03 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

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

4.05 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations and any necessary rules and regulations for the safety, benefit and welfare of the Owners, or to otherwise carry out the powers and duties granted to the Association. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

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4.06 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.

4.07 Remedies. In the event an Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

(a) Enter upon the Owner's property and remove the violating condition, or cure the violation, at the expense of the Owner, and the violating 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 Owner and/or his Lot 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 Owner within ten (10) days from receipt of assessment will result in a lien against the Lot 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.

The Association reserves the easement across each Owner's Lot 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 Lot at the expense of the Owner and stored at the expense of the Owner.

ARTICLE V ASSESSMENTS

5.01 Assessments. Each 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 Lots and shall be a continuing lien upon the Lot against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots 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. 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 Lot will be fifty dollars (\$50.00) per Lot, prorated from the date of closing. The Annual Assessment is payable in advance and is due on the first (1st) 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. Composite Lots shall pay the Annual Assessment based on the number of original lots. Subdivided lots shall each pay Assessments.

(c) The Board of Directors of the Association, from and after the Transfer Control 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, any increase in the Annual Assessment from the immediate preceding fiscal year assessment must be approved by a 2/3 majority of the votes entitled to be cast by Members meeting a forty-five percent (45%) quorum, in accordance with the Association Bylaws.

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 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Lot hereby grants the Association a contractual lien on such Lot which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, shall 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 of record in the Official Public Records of Real Property of Walker County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the

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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 Lot 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 Lot, 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 Owner or Lien Holder for the benefit of the Owner. Following any such foreclosure, each occupant of a Lot 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 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 Owner personally obligated to pay the same.

It is the intent of this Provisions 5.05 to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

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

5.06 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 Lot of the delinquent Owner by recording a Notice ("Notice 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 Lot against which the lien is claimed, and (e) the name of the 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 Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

5.07 Liens Subordinate to Mortgages. The lien described in this Article IV 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

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other third party lender, including the Developer, who may have advanced funds, in good faith, to any Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Lot, 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 Lot pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Lot free and clear of any claims for unpaid assessments or other charges against said Lot which accrued prior to the time such holder acquired title to such Lot. 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 Lot 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.

5.08 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 Property. 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 drainage easements, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. 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 Property, 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.

5.09 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Transfer Control Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

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

5.11 Transfer Control Date. At the discretion of Developer at any time, or otherwise if not previously transferred, then at such time as one hundred percent (100%) more or less of Rayburn Ranch properties are conveyed by Developer (from time to time hereafter referred to as the "Transfer Control Date"), Developer shall cause an instrument transferring control of the

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Subdivision to the Association to be placed of record in the Real Property Records of San Augustine County, Texas (which instrument shall include the Transfer Control Date).

The Developer, as the Association's initial Board, shall call a meeting of the Members for the purpose of turning over the operation and control of the Association to the Members (Transfer Control Date) and shall give notice not less than thirty (30) days prior to said meeting. Votes received by Members representing at least thirty-five percent (35%) of the votes entitled to be cast shall constitute a quorum for the transition meeting. Prior to said meeting the Members shall elect, by a majority vote, a minimum of three (3) and a maximum of five (5) Directors to the Board. The election results shall be announced during the meeting. So long as Declarant owns any Lot in the Project at the time of the Transfer Date, Developer, acting on behalf of Declarant, may exercise its voting rights by casting the number of votes it still retains at the time. Immediately following the transition meeting, the newly elected Board may hold their first Board meeting for the purpose of electing officers and conducting any other business of the directors. Following the Board meeting, the Association may hold its first Annual Meeting of the Members.

ARTICLE VI GENERAL PROVISIONS

6.01 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) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

6.02 Amendments. With the exception of this Article 6.02, Article 1.01 and Article 1.04, after the Transfer Control Date, 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) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

6.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Transfer Control 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 at least one Lot and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Property and evidenced by these Restrictions.

6.04 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.

6.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed

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as a whole to effectuate the purpose of these Restrictions.

6.06 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.

6.07 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.

6.08 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 agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

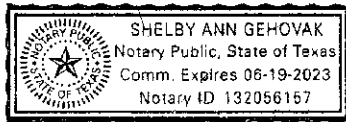
IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 16 day of May, 2022.

Whitetail Woods LLC, a Texas Limited Liability Company
By: Patten Companies, LLC, A Delaware Limited Liability Company, its Sole Manager

By: Renee O. Howes
, Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF Walker §

This instrument was acknowledged before me on this the 16 day of May, 2022, by Renee O. Howes, as Authorized Agent of Whitetail Woods, LLC, a Texas Limited Liability Company, on behalf of said corporation.



Shelby Ann Gehovak
Notary Public - State of Texas

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"EXHIBIT A"
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EXHIBIT A

ENCUMBERED PROPERTY

FIELD NOTE DESCRIPTION

1726.829 ACRES

SAVE AND EXCEPT 5.681 ACRES

SAVE AND EXCEPT 20.015 ACRES

SAVE AND EXCEPT 0.344 ACRES

1700.789 (NET) ACRES

**IN THE CHRISTINA SINCLAIR SURVEY, ABSTRACT NUMBER 399,
THE HENRY LOYD SURVEY, ABSTRACT NUMBER 352,
THE H.G. RICHARDSON SURVEY, ABSTRACT NUMBER 237,
AND THE JOSEPH SIMMS SURVEY, ABSTRACT NUMBER 247
SAN AUGUSTINE COUNTY, TEXAS**

BEING a 1726.829 acre tract of land situated in the Christina Sinclair Survey, Abstract Number 399, the Henry Loyd Survey, Abstract Number 352, the H.G. Richardson Survey, Abstract Number 237, and the Joseph Simms Survey, Abstract Number 247, San Augustine County, Texas, being comprised of a portion of that certain called 1402.516 acre tract described as "MO 4542", all of that same called 164.969 acre tract described as "MO 4534", all of that same called 320.971 acre tract described as "MO 4521", and a portion of that certain called 385.18 acre tract described as tracts "MO 4522, 4523, 4524, and 4525" all in instrument to Weyerhaeuser Company, recorded in Volume 81, Page 760 of the Official Records of San Augustine County, Texas (O.R.S.A.C.T.), said 1726.829 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 4 inch by 4 inch concrete monument with disk found in the apparent southerly line of the Samuel Stedham Survey, Abstract Number 252, the southerly line of that certain tract described in instrument to Patton Timber Investments, LTD., recorded in Volume 318, Page 668, O.R.S.A.C.T., for the apparent common northerly corner of said Sinclair Survey and the J.V. Massey Survey, Abstract Number 568, the common northerly corner of said 1402.516 acre tract and that certain tract described in instrument to Louisiana Pacific Corporation Recorded in Volume 292, Page 125 of the Deed Records of San Augustine County, Texas (D.R.S.A.C.T.), being the northerly northeast corner of the herein described 1726.829 acre tract;

THENCE South 03°33'02" East, with the apparent common line between said Sinclair and said Massey Surveys, the westerly line of said Louisiana Pacific Corporation tract, that certain called 44.556 acre tract described in instrument to Charles Alford and Mary Lou Alford, recorded in Volume 32, Page 35, O.R.S.A.C.T., and that certain called 1.00 acre tract described in instrument to Charles Alford and Mary Lou Alford, recorded in Volume 227, Page 505, O.R.S.A.C.T., common to an easterly line of said 1402.516 acre tract, at a distance of 3352.45 feet, pass a ½ inch iron rod with cap stamped "TPS 100834-00" set in the northerly margin of County Road 406 (CR 406), known locally as Dump Road, for reference, in all, a total distance of 3372.45 feet, to a calculated point in the approximate centerline of said CR 406, for the common corner of said 1402.516 acre tract, said 1.00 acre tract, and that certain called 1.534 acre tract described in instrument to Dakota James Land and Breana Darlene Land, recorded in Volume 319, Page 247, O.R.S.A.C.T., being a southeasterly corner of the herein described 1726.829 acre tract; THENCE with the common line between said 1402.516 acre tract and said 1.534 acre tract, with the approximate centerline of said CR 406, the following three (3) courses and distances:

- 1) South 80°32'52" West, 27.70 feet, to a calculated point for corner;
- 2) South 70°56'02" West, 74.92 feet, to a calculated point for corner;
- 3) South 65°14'35" West, 4.48 feet, to a calculated point for a common corner of said 1402.516 acre tract and said 1.534 acre tract, being an interior corner of the herein described 1726.829 acre tract;

THENCE continuing with the common line between said 1402.516 acre tract and said 1.534 acre tract, the following two (2) courses and distances:

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- 1) South 03°36'56" East, at a distance of 21.69 feet, pass a ½ inch iron rod found in the southerly margin of said CR 406 for reference, in all, a total distance of 195.66 feet, to a ½ inch iron rod found for corner;
- 2) North 86°28'18" East, 103.70 feet, to a ½ inch iron rod found in the apparent common line between said Sinclair Survey and said Massey Survey, a westerly line of said 1.534 acre tract, for a common easterly corner of the same, being a northeasterly corner of the herein described 1726.829 acre tract;

THENCE South 03°26'22" East, 1069.33 feet, with the apparent common line between said Sinclair Survey and said Massey Survey, a westerly line of said 1.534 acre tract, that certain called 1.352 acre tract described in instrument to Charles Alford and Mary Lou Alford, recorded in Volume 288, Page 129, O.R.S.A.C.T., that certain called 5.00 acre tract described in instrument to Charles Alford and Mary Lou Alford, recorded in Volume 224, Page 554, O.P.R.S.A.C.T. and that certain tract described in instrument to Raymond E. Brown and Frances L. Brown, recorded in Volume 244, Page 698, D.R.S.A.C.T., common to an easterly line of said 1402.56 acre tract, to a ½ inch iron rod found for a common corner of said 1402.516 acre tract, said Brown tract, and that certain called 328.72 acre tract described as "Tract AUG-356", in instrument to Crown Pine Timber 2, LP, recorded in Volume 95, Page 99, O.P.R.S.A.C.T., being an angle point in an easterly line of the herein described 1726.829 acre tract;

THENCE South 03°53'02" East, 865.83 feet, continuing with the apparent common line between said Sinclair Survey and said Massey Survey, the common line between said 1402.516 acre tract and said Tract AUG-356, to a concrete monument with disk stamped "SA 209" for the apparent common southerly corner of said Sinclair Survey and said Massey Survey, the common southerly corner of said 1402.516 acre tract and said Tract AUG-356, being an interior corner of the herein described 1726.829 acre tract, from which a 3 inch by 3 inch concrete monument found for reference bears South 33°09'06" West, 0.83 feet;

THENCE South 84°03'34" East, continuing with the apparent common line between said Sinclair Survey and said Massey Survey, the common line between said 1402.516 acre tract and said Tract AUG-356, at a distance of 1021.77 feet, pass a ½ inch iron rod with cap stamped "TPS 100834-00" set in the westerly right-of-way of Farm to Market Road 1751 (F.M. 1751, 80 feet wide), for reference, thence over and across said F.M. 1751, in all, a total distance of 1101.77 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the common northerly corner of said 1402.516 acre tract and that certain called 304.41 acre tract described in instrument to Alders Enterprises, LTD., recorded in Volume 428, Page 132, O.R.S.A.C.T., being the easterly northeast corner of the herein described 1726.829 acre tract, from which a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-235" found for reference bears South 84°03'34" East, 2855.14 feet, and a ½ inch iron rod with cap found for reference bears North 25°24'25" East, 1.18 feet;

THENCE in a southerly direction, with the easterly right-of-way of said F.M. 1751, the common line between said 1402.516 acre tract and said 304.41 acre tract, the following

- 1) South 08°41'54" West, 397.46 feet, to a ½ inch iron rod with cap for the beginning of a curve to the left;
- 2) Southerly 560.33 feet, with the arc of said curve to the left having a radius of 1869.86 feet, a central angle of 17°10'10", a chord that bears South 00°06'24" West, 558.24 feet, to a ½ inch iron rod with cap found for the end of said curve;
- 3) South 08°38'01" East, 350.82 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the beginning of a curve to the right;
- 4) Southerly 251.61 feet, with the arc of said curve to the right having a radius of 5769.58 feet, a central angle of 02°29'55", a chord that bears South 07°29'40" East, 251.59 feet, to a ½ inch iron rod with cap found for the end of said curve;
- 5) South 05°48'01" East, 479.10 feet, to a ½ inch iron rod with cap found for the beginning of a curve to the right;
- 6) Southerly 406.82 feet, with the arc of said curve to the right having a radius of 5769.58 feet, a central angle of 04°02'24", a chord that bears South 03°45'13" East, 406.74 feet, to a ½ inch iron rod with cap found for the end of said curve;
- 7) South 01°44'01" East, 844.61 feet, to a ½ inch iron rod with cap found for the beginning of a curve to the right;

- 8) Southerly 271.15 feet, with the arc of said curve to the right having a radius of 1185.92 feet, a central angle of 13°06'01", a chord that bears South 04°52'59" West, 270.56 feet, to a ½ inch iron rod with cap found for the end of said curve;
- 9) South 11°25'59" West, 695.20 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-232" found in the northerly margin of County Road 4016 (CR 4016), for a common corner of said 1402.516 acre tract, said 304.41 acre tract, and that certain called 14.426 acre tract described in instrument to Jerry D. Simpson and Eve Denise Simpson, recorded in Volume 360, Page 322, O.R.S.A.C.T., being a southeasterly corner of the herein described 1726.829 acre tract;

THENCE North 79°14'52" West, 39.30 feet, within the margins of said CR 4016, the common line between said 1402.516 acre tract and said 14.426 acre tract, to a calculated point in the approximate centerline of said F.M. 1751, for a common corner of same, being an interior corner of the herein described 1726.829 acre tract;

THENCE South 11°33'51" West, 274.51 feet, with the approximate centerline of said F.M. 1751, continuing with said common line, to a 60D nail found in the approximate centerline of said F.M. 1751, the apparent common line between said Sinclair Survey and the Jerry Hollis Survey, Abstract Number 387, for a common corner of same, being a southeasterly corner of the herein described 1726.829 acre tract, from which a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-234" found for reference bears North 85°40'08" East, 3235.76 feet;

THENCE North 84°42'36" West, 25.25 feet, with the apparent common line between said Sinclair Survey and said Hollis Survey, continuing with the common line between said 1402.516 acre tract and said 14.426 acre tract, exiting said F.M. 1751, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-245" found in the westerly right-of-way of said F.M. 1751 for an apparent common corner of said Sinclair Survey and said Hollis Survey, a common corner of said 1402.516 acre tract and said 14.426 acre tract, being an interior corner of the herein described 1726.829 acre tract;

THENCE South 03°56'42" East, continuing with the apparent common line between said Sinclair Survey and said Hollis Survey, the westerly line of said 14.426 acre tract, that certain called 2 acre tract described in instrument to Jerry D. Simpson and Eve Denise Simpson, recorded in Volume 360, Page 299, O.R.S.A.C.T., that certain 31.4163 acre tract described in instrument to C.C. Gault, recorded in Volume 239, Pg. 726, D.R.S.A.C.T., and a westerly line of that certain called 31.90 acre tract described in instrument to Ronald Hasken and Jody Hasken, recorded in Volume 136, Page 355, O.R.S.A.C.T., common to an easterly line of said 1402.516 acre tract, at a distance of 87.94 feet, pass the approximate centerline of said F.M. 1751, in all, a total distance of 2641.25 feet, to a 5/8 inch iron rod found in an apparent northerly line of said Simms Survey, for the apparent common southerly corner of said Sinclair Survey and said Hollis Survey, a common corner of said 1402.516 acre tract and said 31.90 acre tract, being a southeasterly corner of the herein described 1726.829 acre tract;

THENCE South 85°44'35" West, 374.82 feet, with the apparent common line between said Sinclair Survey and said Simms Survey, the common line between said 1402.516 acre tract and said 31.90 acre tract, to a broken concrete monument found in the apparent easterly line of said Richardson Survey, the easterly line of said 320.971 acre tract, for the apparent common westerly corner of said Sinclair Survey and said Simms Survey, the common westerly corner of said 1402.516 acre tract and said 31.90 acre tract, being an interior corner of the herein described 1726.829 acre tract;

THENCE South 05°14'28" East, 724.67 feet, with the apparent common line between said Richardson Survey and said Simms Survey, with the westerly line of that certain called 1.29 acre tract described in instrument to Virginia Marie Luttrell and Pat E. Luttrell, recorded in Volume 264, Page 687, D.R.S.A.C.T. and that certain called 2 acre tract described in instrument to Jerry W. Burns and Angela K. Burns, recorded in Volume 287, Page 445, D.R.S.A.C.T., common to an easterly line of said 320.971 acre tract, to a 1 inch iron pipe found for the common corner of said 320.971 acre tract, said 2 acre tract, and that certain called 19.11 acre tract described in instrument to Ronald Hasken and Jody Hasken, recorded in Volume 224, Page 631, O.R.S.A.C.T., being an angle point in an easterly line of the herein described 1726.829 acre tract;

THENCE South 04°17'09" East, 843.33 feet, continuing with the apparent common line between said Richardson Survey and said Simms Survey, the common line between said 320.971 acre tract and said 19.11 acre tract, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the common corner of said 320.971 acre tract, said 19.11 acre tract, and that certain called 4 ¾ acre tract described in instrument to James Fred Horn and Maria U. Horn, recorded in Volume 297, Page 75, O.P.R.S.A.C.T., being an angle point in an easterly line of the herein described 1726.829 acre tract;

THENCE South 03°26'51" East, 604.94 feet, continuing with said apparent common line, the common line between said 320.971 acre tract and said 4 ¾ acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-66" found for a common corner of said 320.971 acre tract, said 385.18 acre tract, and said remainder of 23.44 acre tract, being an interior corner of the herein described 1726.829 acre tract, from which a 5/8 inch iron rod found at a broken concrete monument found for the apparent southeasterly corner of said Richardson Survey, the southeasterly corner of said 320.971 acre tract bears South 03°17'04" East, 610.41 feet;

THENCE South 61°25'30" East, with the southerly line of said 4 ¾ acre tract and that certain called 9.67 acre tract described in instrument to Kevin E. Bradford, recorded in Volume 409, Page 338, O.P.R.S.A.C.T., common to a northerly line of said 385.18 acre tract, at a distance of 332.10 feet, pass the approximate centerline of said F.M. 1751, in all, a total distance of 1060.26 feet, to a 3/8 inch iron rod found at a broken concrete monument for the common corner of said 385.18 acre tract, said 9.67 acre tract, and that certain called 9.246 acre tract described in instrument to William Edward Blue and Karen R. Blue, recorded in Volume 316, Page 521, O.R.S.A.C.T., being an angle point in a northeasterly line of the herein described 1726.829 acre tract;

THENCE South 60°56'37" East, 307.75 feet, with the common line between said 385.18 acre tract and said 9.246 acre tract, to a 60D nail found for a common corner of the same, being an angle point in a northeasterly line of the herein described 1726.829 acre tract;

THENCE South 61°25'03" East, 493.90 feet, continuing with said common line, to a broken concrete monument found for a common corner of said 385.18 acre tract, said 9.246 acre tract, and that certain called 99.12 acre tract described in instrument to Lawrence Hulsey and Frances Hulsey, recorded in Volume 417, Page 474, O.R.S.A.C.T., being an angle point in a northeasterly line of the herein described 1726.829 acre tract;

THENCE South 61°21'36" East, 209.49 feet, with the common line between said 385.18 acre tract and said 99.12 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-65" found for a common corner of said 385.18 acre tract, said 99.12 acre tract, and that certain called 144 acre tract described in instrument to Sam E. Dickerson, recorded in Volume 138, Page 307, D.R.S.A.C.T., being the most easterly corner of said 385.18 acre tract and the herein described 1726.829 acre tract;

THENCE South 86°13'41" West, 104.11 feet, with the common line between said 385.18 acre tract and said 144 acre tract, to a 1 inch iron pipe found for the common corner of said 385.18 acre tract, said 144 acre tract, and that certain called 20.326 acre tract described in instrument to Valerie Jackson, recorded in Volume 293, Page 509, O.R.S.A.C.T., being an angle point in the most easterly south line of the herein described 1726.829 acre tract;

THENCE South 86°22'58" West, 601.83 feet, with the common line between aid 385.18 acre tract and said 20.326 acre tract, to a 1 inch iron pipe found for the common corner of said 385.18 acre tract, said 20.326 acre tract, and the remainder of that certain called 43 acre tract described in instrument to Mary Jane Stripling, recorded in Volume 115, Page 453, D.R.S.A.C.T., being an angle point in the most easterly south line of the herein described 1726.829 acre tract;

THENCE South 84°59'55" West, 258.45 feet, with the common line between said 385.18 acre tract and said remainder of 43 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-64" found in the westerly margin of said F.M. 1751, for the common corner of said 385.18 acre tract, said remainder of 43 acre tract and that certain called 2.55 acre tract described in instrument to Elias Torres and Maria Valadez, recorded in Volume 382, Page 306, O.R.S.A.C.T., being a southwesterly corner of the herein described 1726.829 acre tract;

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THENCE North 50°28'07" West, 277.26 feet, with the westerly margin of said F.M. 1751, the common line between said 385.18 acre tract and said 2.55 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-63" found for a common corner of same, being an interior corner of the herein described 1726.829 acre tract;

THENCE continuing with the common line between said 385.18 acre tract and said 2.55 acre tract, the following three (3) courses and distances:

- 1) South 47°30'22" West, 317.45 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-68" found for corner
- 2) South 85°12'04" West, 229.59 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-69" found for corner;
- 3) South 21°13'40" East, 291.01 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-70" found for a common corner of said 385.18 acre tract, said 2.55 acre tract, and said remainder of 43 acre tract, being a southeasterly corner of the herein described 1726.829 acre tract;

THENCE South 48°54'34" West, 138.38 feet, with the common line between said 385.18 acre tract and said remainder of 43 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-71" found for a common corner of same, being an interior corner of the herein described 1726.829 acre tract;

THENCE South 21°45'30" East, 1014.79 feet, continuing with said common line, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-67" found for the common easterly corner of said 385.18 acre tract and that certain called 67.552 acre tract described in instrument to Joseph M. Hamelers, recorded in Volume 22, Page 48, O.R.S.A.C.T., being the southerly southeast corner of the herein described 1726.829 acre tract;

THENCE South 87°10'25" West, 1116.03 feet, with the common line between said 385.18 acre tract and said 66.552 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-72" found in the easterly line of that certain called 61.63 acre tract described in instrument to Christopher Charles Saddler and Annette Saddler, recorded in Volume 396, Page 117, O.R.S.A.C.T., for the common westerly corner of said 385.18 acre tract and said 67.552 acre tract, being the southerly southwest corner of the herein described 1726.829 acre tract;

THENCE North 02°49'30" West, 233.87 feet, with the common line between said 385.18 acre tract and said 61.63 acre tract, to a broken concrete monument found for a common corner of the same, being an interior corner of the herein described 1726.829 acre tract;

THENCE South 86°09'54" West, 1965.92 feet, continuing with said common line, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-74" found in the apparent easterly line of the Charles Hereford Survey, Abstract Number 17, the easterly line of that certain called 1247 8/10 acre tract described as "Parcel One" in instrument to JH5T, LTD, recorded in Volume 41, Page 629, O.R.S.A.C.T., for the common westerly corner of said 385.18 acre tract and said 61.63 acre tract, being a southwesterly corner of the herein described 1726.829 acre tract;

THENCE North 03°22'24" West, 1350.91 feet, with the apparent common line between said Simms Survey and said Hereford Survey, the common line between said 385.18 acre tract and said 1247 8/10 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-75" found for the apparent common westerly corner of said Simms Survey and said Richardson Survey, the common corner of said 385.18 acre tract, said 320.971 acre tract, and said 1247 8/10 acre tract, being an angle point in the most southerly west line of the herein described 1726.829 acre tract;

THENCE North 03°20'48" West, 4237.05 feet, to with the apparent common line between said Richardson Survey and said Hereford Survey, the common line between said 320.971 acre tract and said 1247 8/10 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-227" found for the apparent common easterly corner of said Sinclair Survey and said Hereford Survey, a common corner of said 320.971 acre tract, said 1402.516 acre tract, and said 1247 8/10 acre tract, being an interior corner of the herein described 1726.829 acre tract, from which a ½ inch iron rod found at a broken concrete monument with Kirbu disk stamped "7-228"

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found on the apparent northwesterly corner of said Richardson Survey, the northwesterly corner of said 320.971 acre tract, bears North 03°41'40" West, 1048.65 feet;

THENCE South 86°59'24" West, with the apparent common line between said Sinclair Survey and said Hereford Survey, the common line between said 1402.516 acre tract and said 1247 8/10 acre tract, at a distance of 83.15 feet, pass a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-225" found for the apparent common southerly corner of said Sinclair Survey and said Loyd Survey, the common southerly corner of said 1402.516 acre tract and said 164.969 acre tract, from which a 3/8 inch iron rod found at a broken concrete monument for the apparent northeasterly corner of said Loyd Survey, the northeasterly corner of said 194.696 acre tract, bears North 04°02'51" West, 2674.18 feet, thence with the apparent common line between said Loyd Survey and said Hereford Survey, the common line between said 164.969 acre tract and said 1247 8/10 acre tract, in all, a total distance of 2774.68 feet, to a broken concrete monument found for the common southerly corner of said 164.969 acre tract and that certain called 334.50 acre tract described as "Tract 1" in said instrument to Patton Timber Investments, LTD., being a southwesterly corner of the herein described 1726.829 acre tract;

THENCE North 04°06'39" West, 2659.45 feet, with the common line between said 164.969 acre tract and said 334.50 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-224" found in the apparent common line between said Loyd Survey and said Sinclair Survey, the common line between said 164.969 acre tract and said 1402.516 acre tract, being an interior corner of the herein described 1726.829 acre tract;

THENCE South 85°51'55" West, 47.99 feet, with the apparent common line between said Loyd Survey and said Sinclair Survey, the common line between said 1402.516 acre tract and said 164.969 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-223" found in the apparent easterly line of the Charles G. Bruce Survey, Abstract Number 541, the easterly line of said 334.50 acre tract, for the apparent common westerly corner of said Loyd Survey and said Sinclair Survey, being a southwesterly corner of the herein described 1726.829 acre tract;

THENCE North 03°57'16" West, 4305.95 feet, with the apparent common line between said Sinclair Survey and said Bruce Survey, the common line between said 1402.516 acre tract and said 334.50 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the apparent southeasterly line of the D.C. Kennedy Survey, Abstract Number 407, the southeasterly line of that certain called 88.087 acre tract described in instrument to Ethel D. Malone Garrett, recorded in Volume 301, Page 425, D.R.S.A.C.T., for the apparent common northerly corner of said Sinclair Survey and said Bruce Survey, the common northerly corner of said 1402.516 acre tract and said 334.50 acre tract, being a northwesterly corner of the herein described 1726.829 acre tract;

THENCE North 69°48'32" East, 1546.97 feet, with the apparent common line between said Sinclair Survey and said Kennedy Survey, the common line between said 1402.516 acre tract and said 88.087 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-211" found in the apparent southwesterly line of the John Howard Survey, Abstract Number 131, the southwesterly line of that certain called 202.00 acre tract described as "Tract 4" in said instrument to Patton Timber Investments, LTD, for the apparent common easterly corner of said Sinclair Survey and said Kennedy Survey, the common easterly corner of said 1402.516 acre tract and said 88.087 acre tract, being a northwesterly corner of the herein described 1726.829 acre tract;

THENCE South 79°33'04" East, 1514.07 feet, with the apparent common line between said Sinclair Survey and said Howard Survey, the common line between said 1402.516 acre tract and said 202.00 acre tract, to a 3 inch by 3 inch broken concrete monument found for the apparent common easterly corner of said Sinclair Survey and said Howard Survey, the common easterly corner of said 1402.516 acre tract and said 202.00 acre tract, being an interior corner of the herein described 1726.829 acre tract;

THENCE North 03°52'46" West, 2590.07 feet, continuing with the apparent common line between said Sinclair Survey and said Howard Survey, the common line between said 1402.516 acre tract and said 202.00 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk

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stamped "7-219" found for a common corner of the same, being an interior corner of the herein described 1726.829 acre tract;

THENCE North 78°38'14" West, 2690.69 feet, continuing with said apparent common line, the common line between said 1402.516 acre tract and said 202.00 acre tract, to a 3 inch by 3 inch concrete monument with Kirby disk stamped "7-218" found for the apparent common southerly corner of said Sinclair Survey and the E.P. Ritchie Survey, Abstract Number 238, the common southerly corner of said 1402.516 acre tract and that certain called 10.15 acre tract described in instrument to BDR Family Partnership, LTD., recorded in Volume 175, Page 616, O.R.S.A.C.T., being a southwesterly corner of the herein described 1726.829 acre tract;

THENCE North 02°44'12" West, 2004.78 feet, with the apparent common line between said Sinclair Survey and said Ritchie Survey, the easterly line of said 10.15 acre tract and that certain tract shown to be owned by C.M.E. Bethel, per the San Augustine County Appraisal District (S.A.C.A.D.) I.D. Number 25912, common to the most northerly west line of said 1402.516 acre tract, to a 3 inch by 3 inch concrete monument with disk stamped "SA-212" found for the apparent common westerly corner of said Sinclair Survey and said Stedham Survey, the common westerly corner of said 1402.516 acre tract and that certain called 10 acre tract described in instrument to Lon L. Johnson and Patricia Johnson, recorded in Volume 220, Page 453, D.R.S.A.C.T., being the northerly northwest corner of the herein described 1726.829 acre tract;

THENCE South 84°54'59" East, 4891.93 feet, with the apparent common line between said Sinclair Survey and said Stedham Survey, the southerly line of said Johnson 10 acre tract, that certain called 4.8 acre tract described in instrument to Lon L. Johnson and Patricia Johnson, recorded in Volume 199, Page 149, D.R.S.A.C.T., and said first mentioned Patton Timber Investments, LTD., tract, to the **POINT OF BEGINNING**.

CONTAINING a computed area of 1726.829 acres of land within this Field Note Description

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 5.681 ACRE TRACT:

**FIELD NOTE DESCRIPTION
5.681 ACRES
IN THE CHRISTINA SINCLAIR SURVEY, ABSTRACT NUMBER 399
SAN AUGUSTINE COUNTY, TEXAS**

BEING a 5.681 acre tract of land situated in the Christina Sinclair Survey, Abstract Number 399, San Augustine County, Texas, being all of that same called 5.684 acre tract described in instrument to Richard Lee McCune, et al, recorded in Volume 324, Page 503, O.R.S.A.C.T., said 5.681 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "TPS 10834-00" set for a common corner of said 1402.516 acre tract and said 5.684 acre tract, being the most northerly corner of the herein described 5.681 acre tract, from which a 4 inch by 4 inch concrete monument with disk found in the apparent southerly line of said Stedham Survey, the southerly line of said first mentioned Patton Timber Investments, LTD., tract, for the apparent common northerly corner of said Sinclair Survey and said Massey Survey, the common northerly corner of said 1402.516 acre tract and said Louisiana Pacific Corp. tract bears North 17°24'10" East, 3359.99 feet;

THENCE with the common line between said 1402.516 acre tract and said 5.684 acre tract, the following six (6) courses and distances:

- 1) South 08°41'51" East, 521.45 feet, to a 3/8 inch iron rod found at a broken concrete monument for corner;
- 2) South 52°20'19" West, 465.87 feet, to a 3/8 inch iron rod found at a broken concrete monument for corner, from which the apparent northeasterly corner of said Loyd Survey, the northeasterly corner of said 164.969 acre tract bears South 06°28'12" West, 5104.87 feet;
- 3) North 68°07'31" West, 114.48 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped 7-478" found for corner;
- 4) North 05°56'58" West, 301.32 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped 7-479" found for corner;

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- 5) North 35°32'11" East, 521.21 feet, to a 3 inch by 3 inch concrete monument with Kirby disk stamped 7-480" found for corner, from which a 3 inch by 3 inch concrete monument with Kirby disk stamped 7-219" found for the apparent northerly common east corner of said Sinclair Survey and said Howard Survey, the northerly common east corner of said 1402.516 acre tract and said 202.00 acre tract bears North 41°30'45" West, 1523.28 feet;
- 6) North 74°53'12" East, 128.94 feet, to the **POINT OF BEGINNING**.

CONTAINING a computed area of 5.681 acres of land within this Field Note Description

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 20.015 ACRE TRACT:

**FIELD NOTE DESCRIPTION
20.015 ACRES
IN THE CHRISTINA SINCLAIR SURVEY, ABSTRACT NUMBER 399
SAN AUGUSTINE COUNTY, TEXAS**

BEING a 20.015 acre tract of land situated in the Christina Sinclair Survey, Abstract Number 399, San Augustine County, Texas, being all of that same called 20 acre tract described in instrument to Enbridge G&P, recorded in Volume 237, Page 95, O.R.S.A.C.T., said 20.015 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "TPS 10834-00" set for the northerly common west corner of said 1402.516 acre tract and said 20 acre tract, being the northwesterly corner of the herein described 20.015 acre tract, from which a 4 inch by 4 inch concrete monument found in the apparent southerly line of said Stedham Survey, the southerly line of said first mentioned Patton Timber Investments, LTD., tract, for the apparent common northerly corner of said Sinclair Survey and said Massey Survey, the common northerly corner of said 1402.516 acre tract and said Louisiana Pacific Corp. tract bears North 03°10'26" West, 8255.49 feet;

THENCE South 80°01'47" East, 1030.81 feet, with the common line between said 1402.516 acre tract and said 20 acre tract, to a 5/8 inch iron rod found in the westerly right-of-way of said F.M. 1751 for the northerly common east corner of said 1402.516 acre tract and said 20 acre tract, being the northeasterly corner of the herein described 20.015 acre tract;

THENCE in a southerly direction, with the westerly right-of-way of said F.M. 1751, the easterly line of said 20 acre tract, the following three (3) courses and distances:

- 1) South 01°41'47" East, 485.22 feet, to a 5/8 inch iron rod found for the beginning of a curve to the right;
- 2) Southerly 254.17 feet, with the arc of said curve to the right having a radius of 1106.03 feet, a central angle of 13°10'00", a chord that bears South 04°53'14" West, 253.61 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve;
- 3) South 11°28'13" West, 74.20 feet, to a 5/8 inch iron rod found for the southerly common east corner of said 1420.516 acre tract and said 20 acre tract, being the southeasterly corner of the herein described 20.015 acre tract;

THENCE with the common line between said 1402.516 acre tract and said 20 acre tract, the following two (2) courses and distances:

- 1) North 80°02'28" West, 1109.53 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for corner;
- 2) North 07°07'16" East, 803.20 feet, to the **POINT OF BEGINNING**.

CONTAINING a computed area of 20.015 acres of land within this Field Note Description.

SAVE & EXCEPT THE FOLLOWING 0.344 ACRE TRACT.

FIELD NOTE DESCRIPTION

00095597 BK 293 453

**0.344 ACRES
IN THE CHRISTINA SINCLAIR SURVEY, ABSTRACT NUMBER 399
SAN AUGUSTINE COUNTY, TEXAS**

BEING a 0.344 acre tract of land situated in the Christina Sinclair Survey, Abstract Number 399, San Augustine County, Texas, being all of that same called 0.344 acre tract described in instrument to New Water Supply Corporation (Water Supply tract), recorded in Volume 44, Page 512, O.R.S.A.C.T., said 0.344 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found in the northeasterly margin of County Road 403 for the northwesterly corner of said Water Supply tract and the herein described 0.344 acre tract, from which a 4 inch by 4 inch concrete monument found in the apparent southerly line of said Stedham Survey, the southerly line of said first mentioned Patton Timber Investments, LTD., tract, for the apparent common northerly corner of said Sinclair Survey and said Massey Survey, the common northerly corner of said 1402.516 acre tract and said Louisiana Pacific Corp. tract bears North 04°33'36" East, 3854.97 feet;

THENCE with the common line between said 1402.516 acre tract and said 0.344 acre tract, the following four (4) courses and distances:

1. North 54°13'14" East, 150.01 feet, to a 3/8 inch iron rod found for corner;
2. South 35°41'31" East, 99.93 feet, to a 3/8 inch iron rod with cap found for corner;
3. South 54°12'38" West, 149.88 feet, to a 3/8 inch iron rod with cap found for corner;
4. North 35°45'57" West, 99.96 feet, to the **POINT OF BEGINNING**;

CONTAINING a computed area of 0.344 acres of land within this Field Note Description.

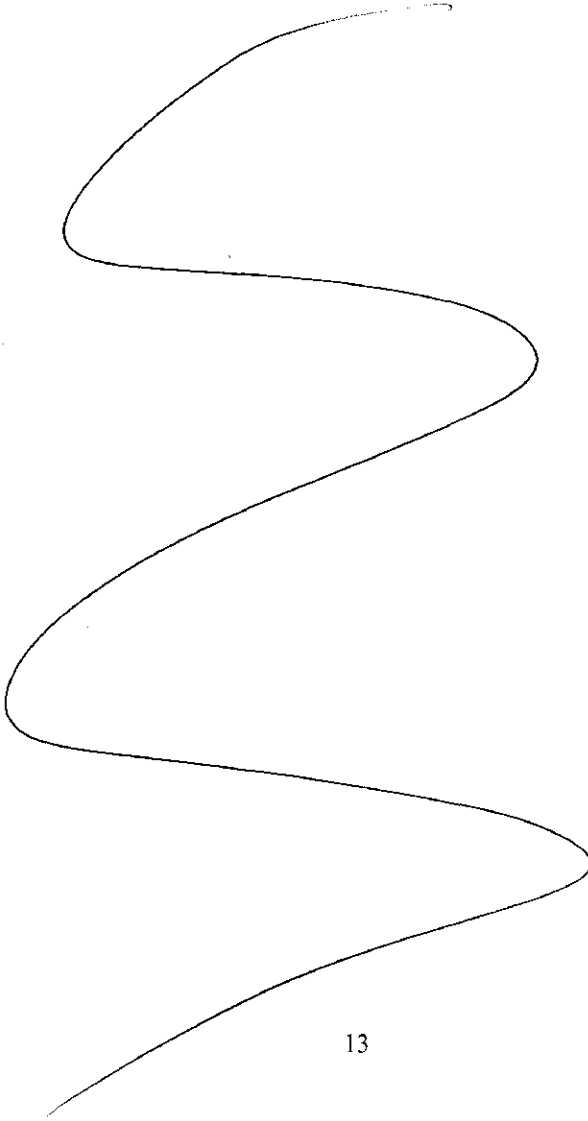
LEAVING A COMPUTED NET AREA OF 1700.789 ACRES of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on October 14, 2021, and last revised on November 30, 2021, by Texas Professional Surveying, LLC, Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number R569-01.

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

"EXHIBIT B"

ATTACHED

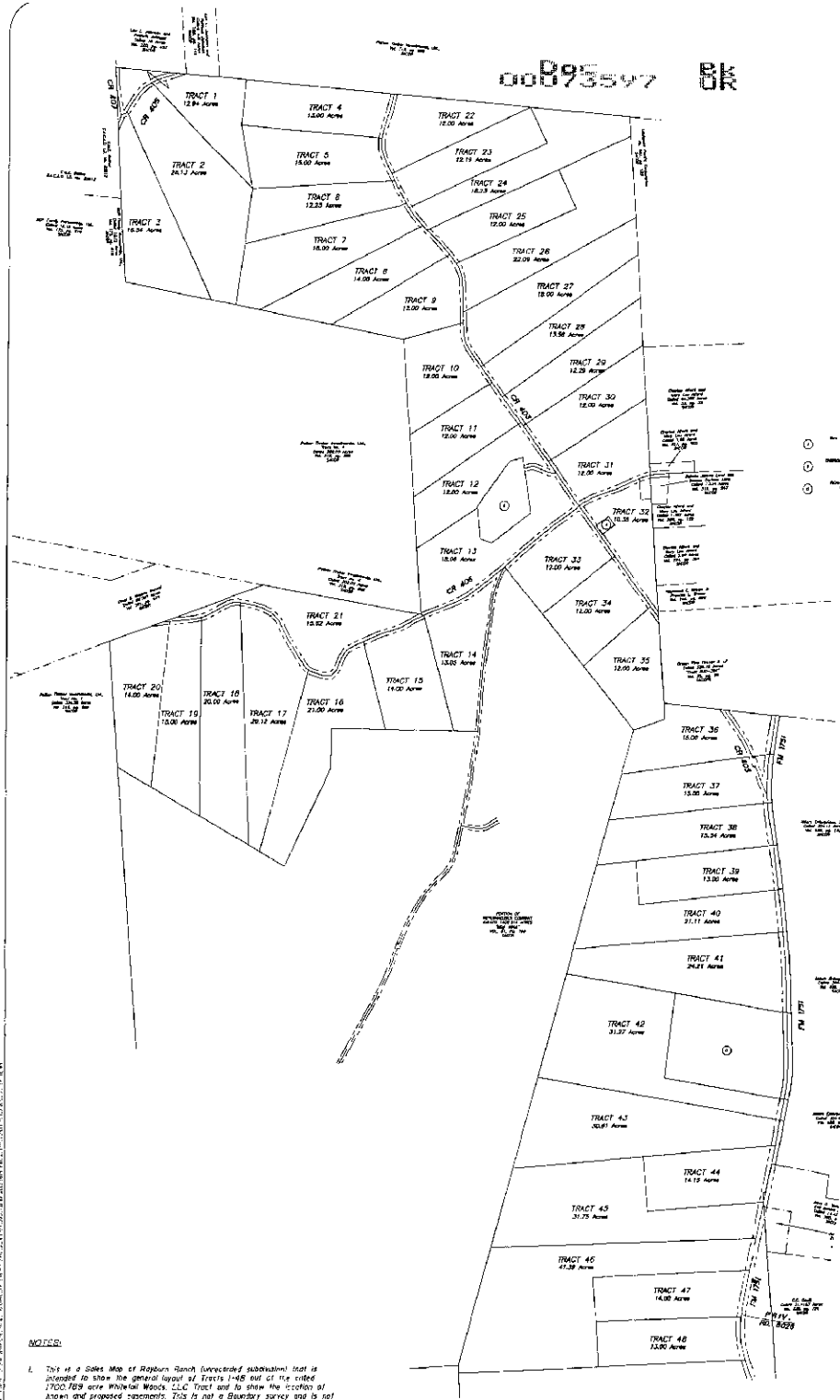


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- ① See Note 1
- ② See Note 2
- ③ See Note 3

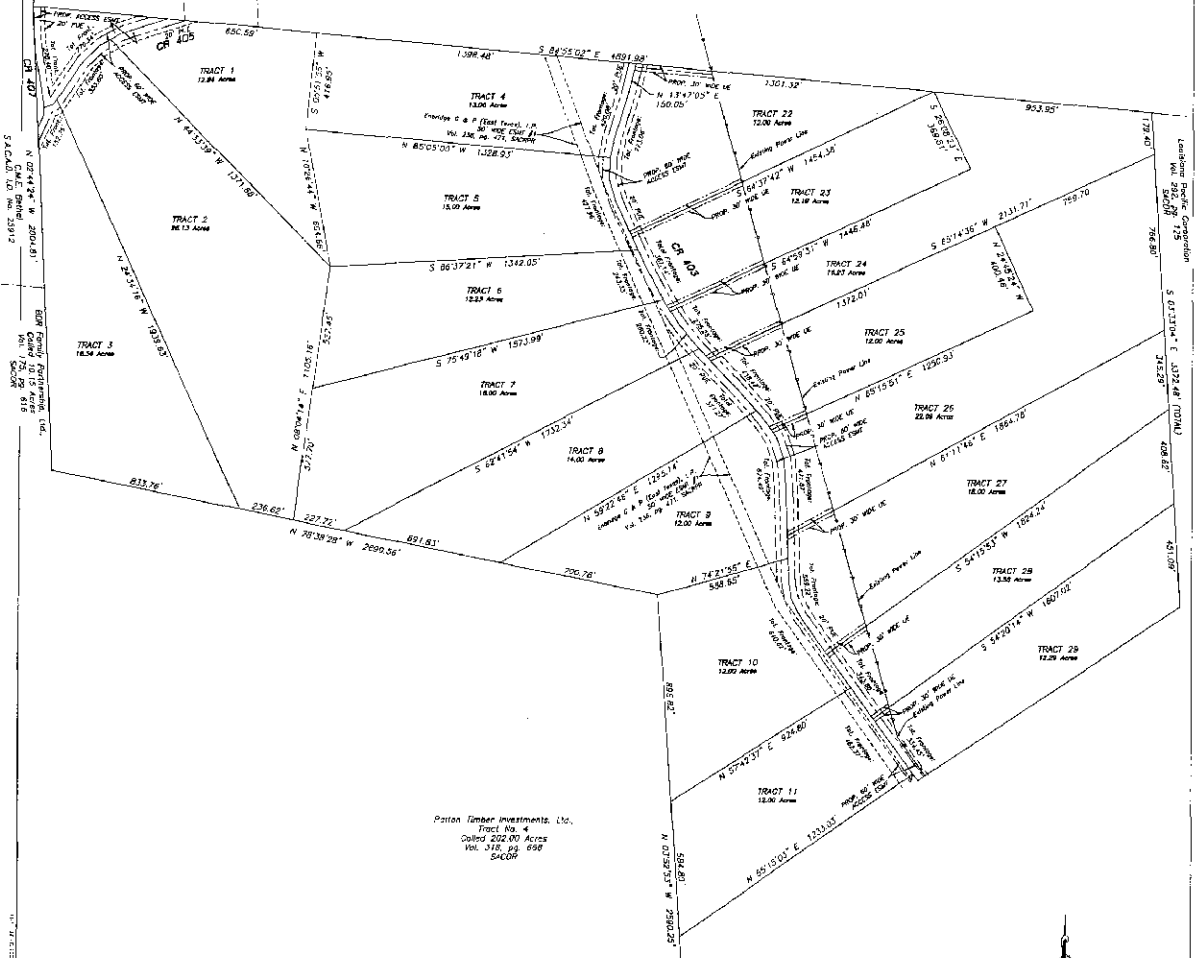
SALES MAP OF
**RAYBURN RANCH
 PHASE 1**
 48 TRACTS
 OUT OF
1700,789 ACRES
WHITETAIL WOODS, LLC PROPERTY
 I.L.G. RICHARDSON SURVEY, A-237 AND
 CHRISTINA SINCLAIR SURVEY, A-399
 SAN AUGUSTINE COUNTY, TEXAS
 SURVEYED APRIL 2022
 0 300 600
 1 INCH = 300 FEET

NOTES:

1. This is a Sales Map of Rayburn Ranch (unrecorded subdivision) that is intended to show the general layout of Tracts 1-48 out of the coded 1700,789 acre Whitetail Woods, LLC Tract and to show the location of shown and proposed easements. This is not a Boundary survey and is not intended to be used to survey title to any tract of land.
2. Distances, Bearings and Acreages hereon are given and referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83. Distances may be converted to geographic horizontal (aircraft) by dividing by a Combined scale factor of 0.99994.

Con. L. Johnson and Patricia Johnson
Caldwell 202.00 Acres
Vol. 220, Pg. 433
SACOR

Pattin Timber Investments, Ltd.
Vol. 318, pp. 569
SACOR



Pattin Timber Investments, Ltd.
Tract No. 4
Caldwell 202.00 Acres
Vol. 318, pp. 569
SACOR



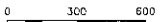
SALES MAP OF

**RAYBURN RANCH
PHASE I**

**48 TRACTS
OUT OF
1700.789 ACRES
WHITETAIL WOODS, LLC PROPERTY**

H.C. RICHARDSON SURVEY, A-237 AND
CHRISTINA SINCLAIR SURVEY, A-389
SAN AUGUSTINE COUNTY, TEXAS

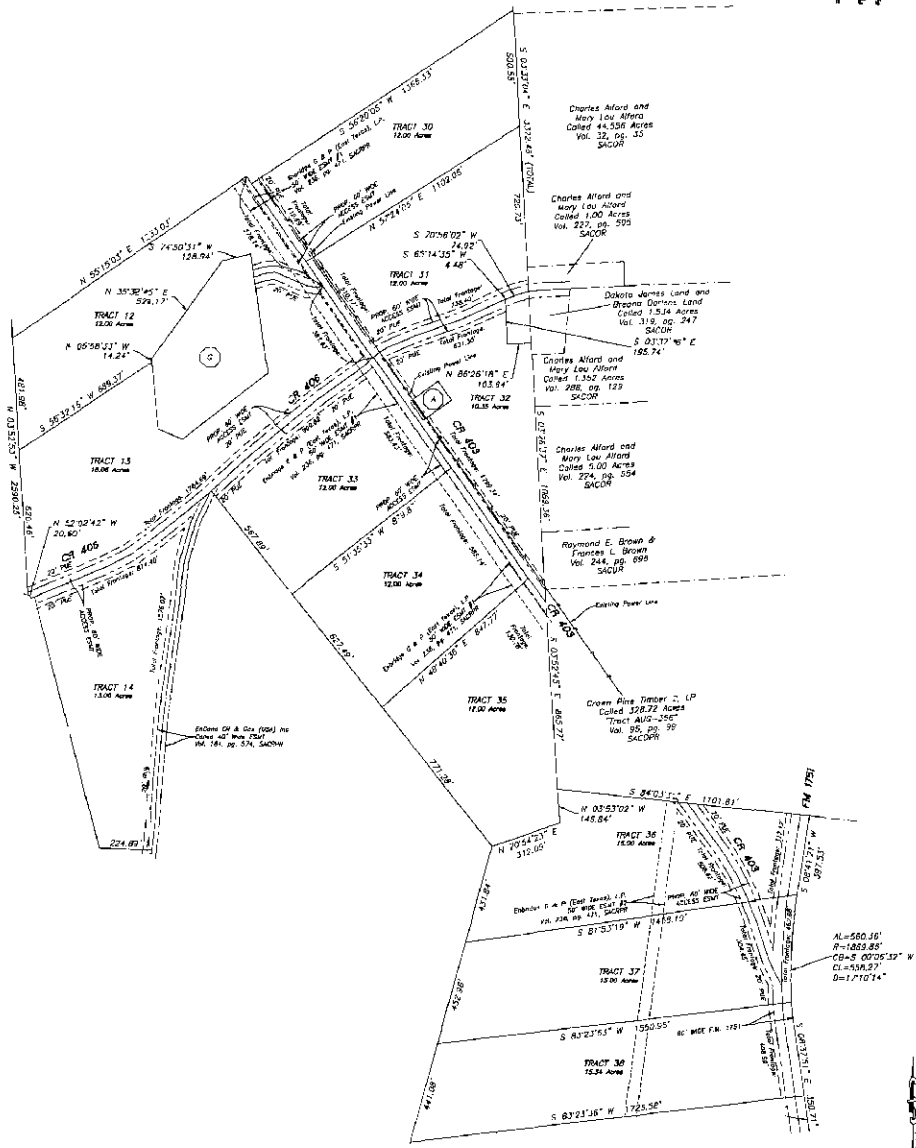
SURVEYED APRIL 2022



1 INCH = 300 FEET

NOTES:

1. This is a Sales Map of Rayburn Ranch (represented subdivision) that is intended to show the general layout of Tracts 1-48 out of the total 1700.789 acre Whitetail Woods, LLC Tract and to show the location of shown and proposed easements. This is not a Boundary Survey and is not intended to be used in connection with any tract of land.
2. Bearings, Distances and Accretions herein are Grid and referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83. Distances may be converted to geodesic horizontal (surface) by dividing by a Combined Scale Factor of 0.999994.



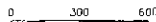
SALES MAP OF

**RAYBURN RANCH
PHASE I**

**48 TRACTS
OUT OF
1700.789 ACRES
WHITETAIL WOODS, LLC PROPERTY**

H.C. RICHARDSON SURVEY, A-237 AND
CHRISTINA SIMPLARI SURVEY, A-399
SAN AUGUSTINE COUNTY, TEXAS

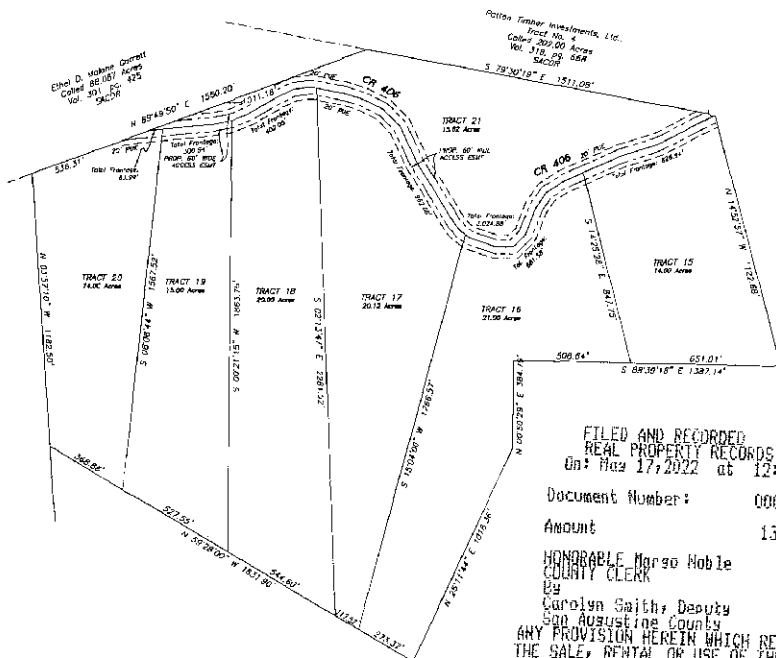
SURVEYED APRIL 2022



1 INCH = 300 FEET

NOTES:

1. This is a Sales Map of Rayburn Ranch furnished herewith that is intended to show the general layout of Tracts 1-48 out of the called 1700.789 acre Whitetail Woods, LLC Tract and to show the location of known and proposed easements. This is not a Boundary survey and is not intended to be used to convey title to any tract of land.
2. Bearings, Distances and Arccosines herein are NAD 83 referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83. Distances may be converted to geoid's horizontal (surface) by dividing by a Combined Scale Factor of 0.999954.



FILED AND RECORDED
 REAL PROPERTY RECORDS
 On: May 17, 2022 at 12:44P
 Document Number: 00073597
 Amount: 130.00

HONORABLE Marso Noble
 COUNTY CLERK
 By
 Carolyn Smith, Deputy
 San Augustine County
 ANY PROVISION HEREIN WHICH RESTRICTS
 THE SALE, RENTAL OR USE OF THE
 DESCRIBED REAL PROPERTY BECAUSE OF
 COLOR OR RACE IS INVALID AND
 UNENFORCEABLE UNDER FEDERAL LAW.



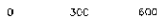
SALES MAP OF

**RAYBURN RANCH
 PHASE 1**

**48 TRACTS
 OUT OF
 1700.789 ACRES
 WHITETAIL WOODS, LLC PROPERTY**

H.G. RICHARDSON SURVEY, A-237 AND
 CHRISTINA SINCLAIR SURVEY, A-398
 SAN AUGUSTINE COUNTY, TEXAS

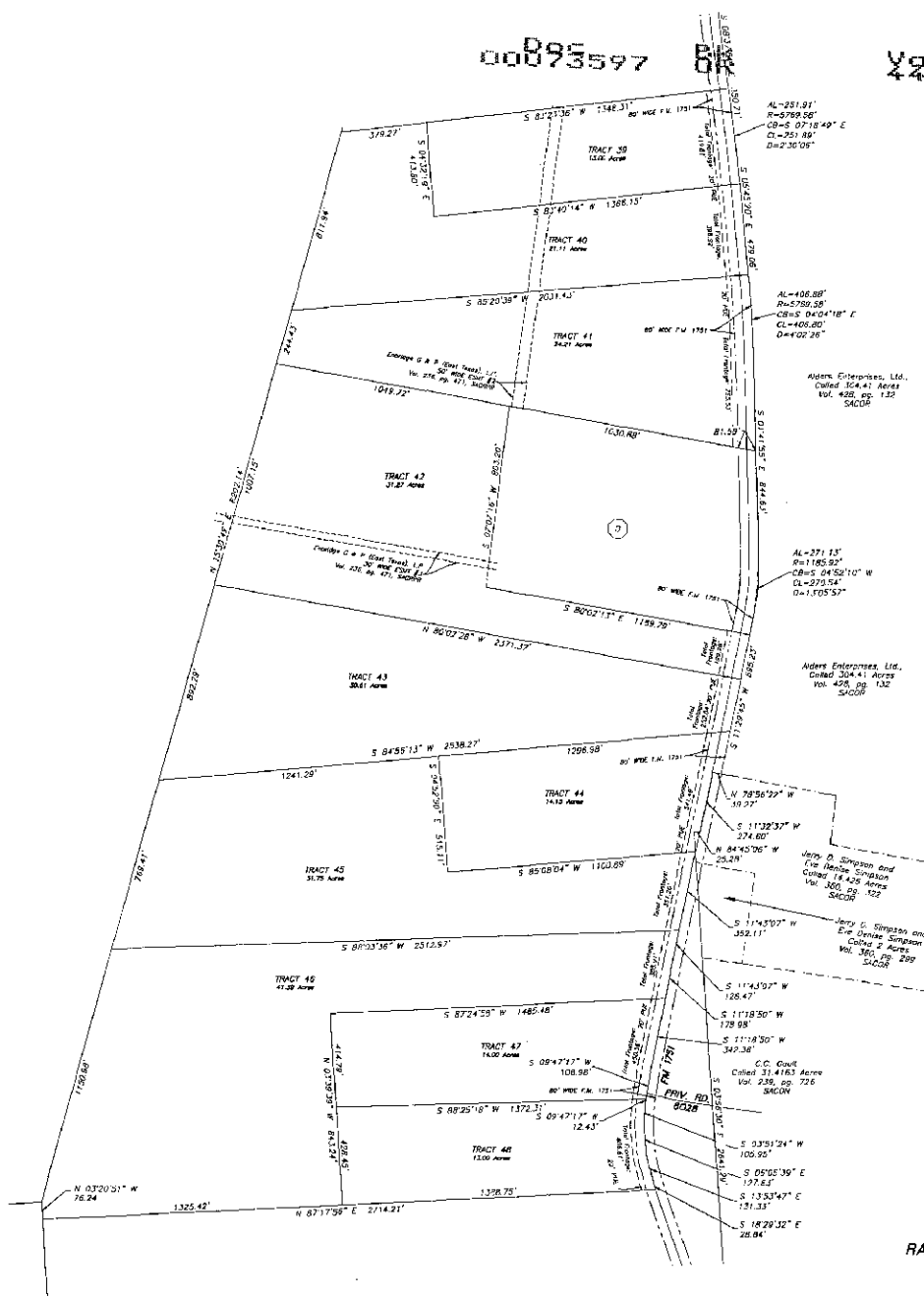
SURVEYED APRIL 2022



1 INCH = 300 FEET

NOTES:

1. This is a Sales Map of Rayburn Ranch (unrecorded subdivision) that is intended to show the general layout of Tracts 1-48 out of the called 1700.789 acre Whitetail Woods, LLC Tract and to show the locations of known and proposed easements. This is not a Boundary Survey, and is not intended to be used to convey title to any tract of land.
2. Bearings, Distances and Addresses shown are WGS 84 and referenced to the Texas State Plane Coordinate System, Central Zone. NAD 83 Distances may be converted to geodetic horizontal (true) feet by dividing by a Combined Scale Factor of 0.99994.

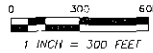


SALES MAP OF
RAYBURN RANCH
 PHASE 1

48 TRACTS
 out of
 1700.789 ACRES
 WHITETAIL WOODS, LLC PROPERTY

H.G. RICHARDSON SURVEY, A-237 AND
 CHRISTINA SINGLAIR SURVEY, A-399
 SAN AUGUSTINE COUNTY, TEXAS

SURVEYED APRIL 2027



NOTES:

1. This is a Sales Map of Rayburn Ranch (unrecorded subdivision) that is intended to show the general layout of Tracts 1-48 out of the entire 1700.789 acre Whitetail Woods, LLC tract and to show the location of easements and proposed easements. This is not a Boundary survey and is not intended to be used to convey title in any tract of land.
2. Bearings, Distances and Abstracts herein are both and referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83. Distances may be converted to geodetic bearings (surface) by dividing by a Combined Scale Factor of 0.99994.