

USE RESTRICTION AND RELEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WOOD §

THIS USE RESTRICTION AND RELEASE AGREEMENT (this "Agreement") is executed to be effective as of the day this Agreement is recorded in the Official Public Records of Wood County, Texas (the "Effective Date"), by William R. Eberline and wife Jane Eberline (collectively, "Eberline"), James L. Ruffin and spouse, Ann Jeanette Ruffin (collectively, "Ruffin"), Troy M. Robinson and Debra L. Robinson, Trustees of the Troy and Debra Robinson Revocable Living Trust (collectively, "Robinson"), and Mark Randall Chamblee and Sharon Ruth Chamblee (collectively, "Chamblee") (Eberline, Ruffin, Robinson and Chamblee are referred to collectively herein as "Parties" and individually as a "Party").

WHEREAS, Ruffin is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Tract 1").

WHEREAS, Robinson is the owner of the real property described in Exhibit "B" attached hereto and incorporated herein by reference (the "Tract 2").

WHEREAS, Chamblee is the owner of the real property described in Exhibit "C" attached hereto and incorporated herein by reference (the "Tract 3").

WHEREAS, Eberline is the owner of the real property described in Exhibit "D" attached hereto and incorporated herein by reference (referred to collectively as "Tracts 4 and 5" and individually as "Tract 4" and "Tract 5"). Tracts 1, 2, 3, 4 and 5 are referred to collectively as the "Property" and individually as a "Tract".

WHEREAS, the Property is currently encumbered by various private use restrictions covenants and conditions including, without limitation, those imposed by those certain instruments recorded in the Official Public Records of Wood County, Texas, as Document Numbers 2013-00003771, 2013-00003766, 2013-00005260, and in/under Volume 1366, Page 357 (collectively the "Existing Covenants and Restrictions").

WHEREAS, the Parties desire to release the Existing Covenants and Restrictions from the Property (and any other property) and to implement a new and uniform set of mutually beneficial covenants and restrictions applicable to the Property and for the benefit of all owners of the Property or any portion thereof from time to time.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. The Existing Covenants and Restrictions are fully and permanently terminated and released from the Property (and any other property) and shall have no further force or effect whatsoever from and after the date this Agreement is fully executed by the Parties and filed of record.

2. The Parties hereby declare that the Property shall be held, sold, used and conveyed subject to the restrictions, covenants and conditions set forth on Exhibit "E" attached hereto and made a part hereof for all purposes, which restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the Property. This Agreement shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns (collectively referred to herein as the "Owners" and individually as an "Owner") and shall inure to the benefit of each Owner. Each Owner, by accepting a deed for any portion

WRE
J
JHR
DA
MRC
SRC
DA

of the Property, is subject to and bound by the terms of this Agreement, and the restrictions, covenants and conditions set forth herein, whether or not recited in such deed.

3. If any Owner violates any of the restrictions, covenants and conditions set forth on Exhibit "E", then any other Owner or Owners may prosecute any proceeding at law or in equity against the violating Owner either to prevent such Owner from doing so or to recover damages as a result of such violation. Furthermore, if it becomes necessary for any Owner or Owners to file a suit to enforce the terms of this Agreement or any provisions contained herein, then the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

4. The restrictions, covenants and conditions established by this Agreement shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Owner of any portion of the Property, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Agreement is recorded. After such time, the restrictions, covenants and conditions established hereby shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by all the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Agreement shall terminate and be of no further force or effect whatsoever.

5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion hereof held to be invalid or inoperative, and to this end the provisions of this Agreement are declared to be severable. Furthermore, if any one or more of the restrictions, covenants and conditions set forth on Exhibit "E" are held to be invalid by judgement of any court with jurisdiction, then such invalidity shall in no way affect any of the other restrictions, covenants or conditions set forth on Exhibit "E" and all such other restrictions, covenants and conditions shall remain in full force and effect.

6. No waiver by an Owner of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Owner, and no waiver by any Owner shall constitute the waiver of any other Owner unless expressed in writing and signed by such other Owner. No delay or omission in the exercise of any right or remedy accruing to the Owners upon any breach of this Agreement by any other Owner shall impair such right or remedy or be construed as a waiver of such breach, and the waiver of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

7. This Agreement and the Exhibits attached hereto may be amended or supplemented only by an instrument in writing executed by all then Owners of the Property. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

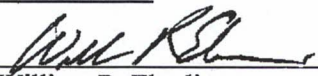
8. The terms and provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

MRC SRC
WRE GAK
JF AGH TH

9. This Agreement, and any future amendments to this Agreement, may be executed in one or more counterparts and, notwithstanding that all of the parties did not execute the same counterpart, each of such counterparts shall, for all purposes, be deemed to be an original, and all of such counterparts, together, shall constitute one and the same instrument binding on all of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this instrument to be effective as of the Effective Date.

EBERLINE:



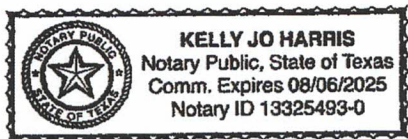
William R. Eberline



Jane Eberline

STATE OF TEXAS §
 §
COUNTY OF WOOD §

This instrument was acknowledged before me on the 3 day of March, 2022, by William R. Eberline and Jane Eberline.

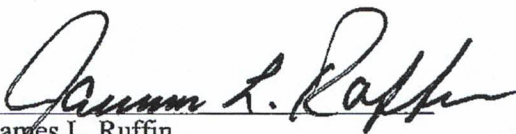




Notary Public, State of Texas

WRE
JR
MRE
SRC
Jm
DL

RUFFIN:


James L. Ruffin

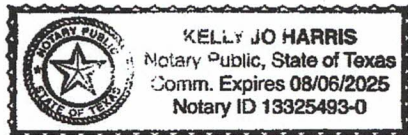

Ann Jeanette Ruffin

STATE OF TEXAS

§
§
§

COUNTY OF WOOD

This instrument was acknowledged before me on the 2 day of March,
2022, by James L. Ruffin and Ann Jeanette Ruffin.




Notary Public, State of Texas

ROBINSON:

Troy M. Robinson, Trustee

Troy M. Robinson, Trustee of the Troy
and Debra Robinson Revocable Living Trust

Debra L. Robinson

Debra L. Robinson, Trustee of the Troy
and Debra Robinson Revocable Living Trust

STATE OF TEXAS

§

§

COUNTY OF WOOD

§

This instrument was acknowledged before me on the 1 day of March 2022,
2022, by Troy M. Robinson and Debra L. Robinson, Trustees of the Troy and Debra Robinson Revocable
Living Trust.



Kelly Jo Harris

Notary Public, State of Texas

CHAMBLEE:

Mark Randall Chamblee
Mark Randall Chamblee

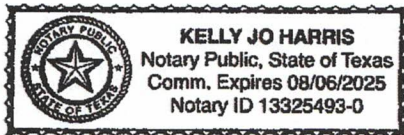
Sharon Ruth Chamblee
Sharon Ruth Chamblee

STATE OF TEXAS

§
§
§

COUNTY OF WOOD

This instrument was acknowledged before me on the 4 day of March, 2022, by Mark Randall Chamblee and Sharon Ruth Chamblee.



Kelly Jo Harris
Notary Public, State of Texas

After Recording, Return to:

William R. Eberline
1821 CR 3230
Quitman, Texas 75783

Exhibit "A"

Property Description (Tract 1 – 26.841 Acres)

BEING all that tract of land in Wood County, Texas, out of the I. C. Barfield Survey, A-60, and being part of that called 20.000 acres of land described in a deed to William R. Eberline and Jane Eberline as recorded in Volume 1366, Page 255 of the Deed Records of Wood County, Texas, and being part of that called 118.676 acres of land described in a deed to William R. Eberline and Jane Eberline as recorded in Volume 1366, Page 352 of the Deed Records of Wood County, Texas and being further described as follows:

BEGINNING at a 5/8 inch steel rod set capped "Boundary Solutions" on the East line of State Highway No. 37, and on the West line of said 118.676 acres, from which a ½ inch steel rod found capped "RPLS 1234" at the Southwest corner of said 20.000 acres bears North 02 degrees 57 minutes 00 seconds East, 50.27 feet for witness;

THENCE North 02 degrees 57 minutes 00 seconds East, 154.66 feet along the East line of said highway to a 5/8 inch steel rod set capped "Boundary Solutions" at point of curve;

THENCE Northeasterly, 526.01 feet along said highway and a curve to the right having a radius of 1362.69 feet and a central angle of 22 degrees 07 minutes 00 seconds (Chord bears North 14 degrees 00 minutes 30 seconds-East, 522.75) to a concrete monument found at point of tangent;

THENCE North 25 degrees 04 minutes 00 seconds East (Bearing Basis), 666.99 feet along said highway to concrete monument found at point of curve;

THENCE Northeasterly, 169.41 feet along said highway and a curve to the left having a radius of 1502.69 feet and a central angle of 06 degrees 27 minutes 33 seconds (Chord bears North 21 degrees 50 minutes 13 seconds East, 169.32 feet) to a 5/8 inch steel rod set capped "Boundary Solutions" for corner, from which a concrete monument found bears Northeasterly, 84.24 feet along a curve to the left having a radius of 1502.69 feet and a central angle of 03 degrees 12 minutes 43 seconds (Chord bears North 17 degrees 00 minutes 05 seconds East, 84.23 feet) for witness:

THENCE South 78 degrees 45 minutes 37 seconds East, 465.55 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE South 29 degrees 48 minutes 26 seconds West, 83.78 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE South 43 degrees 11 minutes 17 seconds West, 293.95 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE South 32 degrees 38 minutes 58 seconds East, 384.74 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner on the edge of a lake;

THENCE South 71 degrees 01 minutes 14 seconds East, 486.79 feet to a point in a lake;

THENCE South 05 degrees 56 minutes 16 seconds East, 300.66 feet to a point in a lake;

THENCE South 02 degrees 52 minutes 55 seconds West, 166.21 feet to a point in a lake;

THENCE South 84 degrees 56 minutes 33 seconds West, 454.15 feet to a point in a lake;

THENCE South 82 degrees 43 minutes 02 seconds West, 587.95 feet to a point in a lake;

THENCE North 41 degrees 58 minutes 22 seconds West, 293.54 feet along the middle of a slew to a 5/8 inch steel rod set capped "Boundary Solutions" for corner on the edge of said slew;

THENCE South 57 degrees 12 minutes 59 seconds West, 31.41 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner at base of a fence corner;

THENCE South 34 degrees 21 minutes 37 seconds West, 223.61 feet generally along a fence to the POINT OF BEGINNING, containing 26.841 acres of land.

Exhibit "B"

Property Description (Tract 2- 13.247 Acres)

That tract of land in Wood County, Texas, out of the I.C. Barfield Survey, A-60, and being part of that called 118.676 acres of land described in a deed William R. Eberline and Jane Eberline as recorded in Volume 1366, Page 352 of the Deed Records of Wood County, Texas, and being part of that called 20.000 acres of land described in a deed to William R. Eberline and Jane Eberline as recorded in Volume 1366, Page 255 of the Deed Records of Wood County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found at the intersection of the center of County Road No. 2465 and the East line of State Highway No. 37, same being the Northwest corner of said 118.676 acres;

THENCE North 89 degrees 29 minutes 16 seconds East, 624.83 feet along the center of said County Road No. 2465 to a point for corner, from which a 5/8 inch steel rod set capped "Boundary Solutions" bears South 13 degrees 30 minutes 40 seconds East, 21.37 feet for witness;

THENCE South 13 degrees 30 minutes 40 seconds East, 406.64 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE South 02 degrees 30 minutes 49 seconds East, 694.04 feet to a point in a lake for corner, from which a 5/8 inch steel rod set capped "Boundary Solutions" bears North 02 degrees 30 minutes 49 seconds West, 315.00 feet for witness;

THENCE North 71 degrees 01 minutes 14 seconds West, 486.79 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE North 32 degrees 38 minutes 58 seconds West, 384.74 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE North 43 degrees 11 minutes 17 seconds East, 293.95 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE North 29 degrees 48 minutes 26 seconds East, 83.78 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner;

THENCE North 78 degrees 45 minutes 37 seconds West, 465.55 feet to a 5/8 inch steel rod set capped "Boundary Solutions" for corner on the East line of State Highway No. 37, and at point of non-tangent curve;

THENCE Northeasterly, 84.24 feet along said highway and a curve to the left having a radius of 1502.69 feet and a central angle of 03 degrees 12 minutes 43 seconds (Chord bears North 17 degrees 00 minutes 05 seconds East, 84.23 feet) to a concrete monument found at cutback of said highway;

THENCE North 41 degrees 09 minutes 46 seconds East, 162.86 feet to a fence corner post found for corner;

THENCE North 01 degrees 06 minutes 38 seconds West, 20.00 feet to the POINT OF BEGINNING, containing 13.247 acres of land.

Exhibit "C"

Property Description (Tract 3 – 11.095 Acres)

Field Note description for a 11.095 acre tract being located in the I.C. BARFIELD Survey, Abstract No. 60, Wood County, Texas, and being a part of a called 118.676 acre tract conveyed to William R. Eberline and Jane Eberline as described and recorded in Volume 1366, Page 352 Deed Records, Wood County, Texas and being all of a called 10.809 acre tract conveyed to Mark Randall Chamblee and Sharon Ruth Chamblee as described and recorded in Document No. 2013-00003771, Said 11.095 acre tract to be more particularly described as follows.

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at point for corner in the centerline of County Road No. 2465 for the Northeast corner of herein described tract, from which a 5/8" Iron Rod found for reference bears South 38 deg. 13 min. 48 sec. East – 25.62 feet;

THENCE South 38 deg. 13 min. 51 sec. East with the East line of said 10.809 acre tract a distance of 820.38 feet to a 5/8" Iron Rod found for an angle break of herein described tract;

THENCE South 14 deg. 17 min. 19 sec. East a distance of 96.92 feet to a 5/8" Iron Rod found;

THENCE South 07 deg. 18 min. 12 sec. East a distance of 41.06 feet to a 5/8" Iron Rod found;

THENCE South 02 deg. 49 min. 17 sec. West across said 118.676 acre tract a distance of 459.95 feet to a 1/2" Iron Rod set for the Southeast corner of herein described tract;

THENCE South 73 deg. 41 min. 22 sec. West across said 118.676 acre tract a distance of 304.73 feet to a 5/8" Iron Rod found for an angle break of herein described tract and being on the East edge of a lake;

THENCE South 62 deg. 49 min. 06 sec West a distance of 136.28 feet to a point in a lake for the Southwest corner of herein described tract;

THENCE North 07 deg. 32 min. 20 sec. West a distance of 300.44 feet to a point in said lake for corner of herein described tract, from which a 5/8" Iron Rod found for reference bears North 04 deg. 00 min. 18 sec. West – 371.69 feet;

THENCE North 04 deg. 00 min. 18 sec. West a distance of 693.42 feet to a 5/8" Iron Rod found for an angle break of herein described tract, same being a corner of a called 13.247 acre tract conveyed to Troy M. Robinson and Debra L. Robinson as described and recorded in Document No. 2021-00000616;

THENCE North 14 deg. 53 min. 41 sec. West a distance of 407.21 feet to a point for corner in the centerline of said road for the Northwest corner of herein described tract, from which a 5/8" Iron Rod found for reference bears South 14 deg. 53 min. 41 sec East – 21.37 feet;

THENCE North 88 deg. 00 min. 35 sec. East with the centerline of said road a distance of 92.09 feet **TO THE POINT OF BEGINNING AND CONTAINING 11.095 ACRES OF LAND.**

Exhibit "D"

Property Description (Tracts 4 and 5)

Tract 4 (46.43 Acres):

Field Note description for a 46.430 acre tract being located in the I.C. BARFIELD Survey, Abstract No. 60, Wood County, Texas, and being a part of a called 118.676 acre tract conveyed to William R. Eberline and Jane Eberline as described and recorded in Volume 1366 Page 352 Real Property Records of Wood County, Texas, Said 46.430 acre tract to be more particularly described as follows.

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at a 5/8" iron rod found for the Southeast corner of herein described tract, same point being the most Easterly Southeast corner of said called 118.676 acre tract, same point also being on the West line of a called 37.820 acre tract conveyed to Gary Y. Yamamoto as described and recorded in Document Number 2021-00011916 of the Real Property Records of Wood County, Texas, same point also being the Northeast corner of a called 19.912 acre tract conveyed to Gary Y. Yamamoto as described and recorded in Document Number 2021-00011916 of the Real Property Records of Wood County, Texas;

THENCE South 88 deg. 24 min. 57 sec. West along and with the North line of said called 19.912 acre tract a distance of 1,305.79 feet to a 1/2" iron rod set for corner, same point being on the North line of the Rose Hill Springs Subdivision as recorded in Volume 10 Page 10 & 11 of the Plat Records of Wood County, Texas;

THENCE North 00 deg. 26 min. 24 sec. East a distance of 352.54 feet to a point for corner in a lake, same point being the Southeast corner of a called 26.841 acre tract conveyed to James L. Ruffin & Ann Jeanette Ruffin as described and recorded in Document Number 2016-0002841 of the Real Property Records of Wood County, Texas;

THENCE North 01 deg. 49 min. 34 sec. East a distance of 166.59 feet to a point for corner in a lake, same point being the most Easterly corner of said called 26.841 acre tract, same point also being the Southwest corner of a called 10.809 acre tract conveyed to Mark Randall Chamblee & Sharon Ruth Chamblee as described and recorded in Document Number 2013-00003771 of the Real Property Records of Wood County, Texas ;

THENCE North 62 deg. 49 min. 06 sec. East a distance of 136.28 feet to a 5/8" Iron Rod found;

THENCE North 73 deg. 41 min. 22 sec. East a distance of 304.73 feet to a 1/2" Iron Rod set for and interior corner of herein described tract;

THENCE North 02 deg. 49 min. 17 sec. East a distance of 459.95 feet, to a 5/8" iron rod found for corner, same point being on the East line of said called 10.809 acre tract;

THENCE along and with the East line of said called 10.809 as follows:

North 07 deg. 18 min. 32 sec. West a distance of 41.06 feet, to a 5/8" iron rod found for corner;

North 14 deg. 17 min. 19 sec. West a distance of 96.92 feet, to a 5/8" iron rod found for corner;

North 38 deg. 13 min. 51 sec. West a distance of 820.38 feet to a point for corner in C.R. 2465, same point being the Northeast corner of said called 10.809 acre tract, same point having a 5/8" iron rod found for reference at South 38 deg. 13 min. 48 sec. East a distance of 25.62 feet;

THENCE North 88 deg. 07 min. 06 sec. East along and with C.R. 2465 a distance of 1,311.98 feet to a point for corner in C.R. 2465, same point being the Northeast corner of said called 118.676 acre tract, same

point also being the Northwest corner of a called 17.609 acre tract conveyed to Wayne J. Cox as described and recorded in Document Number 2020-00011370 of the Real Property Records of Wood County, Texas;

THENCE South 02 deg. 35 min. 22 sec. East along and with the West line of said called 17.609 acre tract passing a 5/8" iron rod found for reference at a distance of 19.66 feet and continuing on a total distance of 1,914.28 feet back to THE POINT OF BEGINNING AND CONTAINING **46.430 ACRES OF LAND**.

Tract 5 (19.085 Acres):

Field Note description for a 19.085 acre tract being located in the I.C. BARFIELD Survey, Abstract No. 60, Wood County, Texas, and being a part of a called 118.676 acre tract conveyed to William R. Eberline and Jane Eberline as described and recorded in Volume 1366 Page 352 Real Property Records of Wood County, Texas, Said 19.085 acre tract to be more particularly described as follows.

BEGINNING at a 5/8" iron rod found for a Northwest corner of herein described tract, same point being the most Westerly Southwest corner of a called 26.841 acre tract conveyed to James L. Ruffin and Ann Jeanette Ruffin as described and recorded in Document Number 2016-0002841 of the Real Property Records of Wood County, Texas, same point also being on the East line of State Highway 37;

THENCE North 32 deg. 54 min. 29 sec. East along and with a Southeast line of said called 26.841 acre tract a distance of 223.29 feet to a 1/2" iron rod set for corner;

THENCE North 55 deg. 46 min. 33 sec. East along and with the Southerly line of said called 26.841 acre tract a distance of 31.41 feet to a 1/2" iron rod set for corner;

THENCE South 43 deg. 24 min. 48 sec. East along and with the Southerly line of said called 26.841 acre tract a distance of 293.54 feet to a point for corner in a lake;

THENCE North 81 deg. 16 min. 36 sec. East along and with the Southerly line of said called 26.841 acre tract a distance of 587.95 feet to a point for corner in said lake;

THENCE North 83 deg. 29 min. 07 sec. East along and with the Southerly line of said called 26.841 acre tract a distance of 454.15 feet to a point for corner in said lake;

THENCE South 00 deg. 26 min. 24 sec. West a distance of 352.54 feet to a 1/2" iron rod set for corner, same point being on the North line of the Rose Hill Springs Subdivision as recorded in Volume 10 Page 10 & 11 of the Plat Records of Wood County, Texas;

THENCE South 88 deg. 24 min. 57 sec. West along and with the North line of said Rose Hill Springs Subdivision a distance of 494.46 feet to a 1/2" iron rod found for corner, same point being the Northwest corner of the Rose Hill Springs Subdivision;

THENCE South 01 deg. 30 min. 47 sec. East along and with the West line of said Rose Hill Springs Subdivision a distance of 456.38 feet to a 1/2" iron rod set for corner, same point being on the West line of said Rose Hill Springs Subdivision;

THENCE North 89 deg. 12 min. 05 sec. West a distance of 914.64 feet to a 1/2" iron rod set for corner, same point being on the East line of State Highway 37;

THENCE North 01 deg. 31 min. 50 sec. East along and with the East line of State Highway 37 a distance of 677.32 feet back to THE POINT OF BEGINNING AND CONTAINING **19.085 ACRES OF LAND**.

Exhibit "E"

Restrictions, Covenants and Conditions

Capitalized terms used in this Exhibit "E" have the meanings stated in the Use Restriction and Release Agreement to which it is attached unless otherwise defined herein.

1. The Property may not be subdivided into more than five (5) tracts or parcels. However, Owners may convey portions of their Tracts to other Owners without restriction. Except as otherwise specifically set forth herein, no Owner may grant to any other person or entity a license to use, or any other right of access, to the 23-acre private lake located on the Property (herein the "Lake").
2. The Property shall be used for single family residential and/or agricultural purposes only except for "home office/telecommunications" or other such non-public activities of the resident. Single family construction only is permitted.
3. Overnight camping is prohibited.
4. All primary residential structures shall have a minimum of 1,950 square feet of heated and cooled space.
5. All construction materials shall be new.
6. All exteriors shall be constructed of either natural wood, brick, stone, faux stone, or hardy board or a combination of any such material. Vinyl or aluminum siding is prohibited. All elevations of residences that are visible from the street (herein "Street Elevations") must be a minimum of 25% brick, stone, faux stone or a combination of any such material.
7. Log homes are prohibited.
8. All residences, at a minimum, must have a two-car garage. Carports are permitted but 25% of the Street Elevation of the carport must match the primary residence.
9. All exterior colors including roofs and siding must be in neutral colors or earth tones such as, but without limitation, beige, almond, sage or pewter and corresponding accent colors. Roofs will be in the range of colors described above, but no bright or reflective surfaces are permitted.
10. No building shall be erected or maintained on any Tracts other than for the use of a private single family residence, private garage, workshop, out-building, barn or guest/caretaker home for the sole use of the Owner or their guests. No guest/caretaker home shall be larger than 1,600 square feet. No more than one primary residence and one guest/caretaker home per Tract is permitted.
11. No old or used structures may be moved onto the Property.
12. Storage buildings, workshops or out-buildings must be made of new materials. Prefabricated structures are permitted for storage only and not for habitat purposes and must be new when moved onto the Property.
13. Manufactured housing, mobile homes, shacks and other such housing is strictly prohibited.
14. All exterior lights shall be directed and maintained so as not to be directed towards any other Tracts.
15. No mechanical equipment including without limitation evaporative coolers, air conditioning equipment, heating equipment or ducts are permitted on roofs. All mechanical equipment, evaporative coolers, air conditioning equipment, heating equipment, meters, wiring, trash receptacles and related apparatuses shall be concealed from view of the Lake, street and any other Tracts. Solar collectors may be installed provided they are not visible from anywhere on the Lake. Wind turbines are prohibited.
16. Any residence or other vertical improvement under construction must be completed within twelve (12) months from the date such construction has commenced.
17. No structure of any kind containing animals or animal excrement is permitted within 400 feet of a residential structure or residential construction site on any adjacent Tract.

MRC
SRC

WRE *grd* *in*
JE *OSP* *th*

18. No building or structure shall be occupied as a residence unless and until all plumbing fixtures, dishwashers and toilets are connected to a state or county (as applicable) approved sewerage disposal system.
19. All electrical service, cable and telephone service lines and any similar or other lines installed on a Tract shall be placed underground whenever possible.
20. No signs or other advertising structures of any kind shall be placed on any Tract except a single "for sale" or "for rent" sign not larger than 40 square feet in size.
21. All animals/pets must be confined to the Owner's Tract unless given permission by the Owner of any affected Tract.
22. No more than 4 horses, 4 pair of cows/calves and 12 chickens are permitted on any Tract and no pigs, hogs or swine are permitted on any Tract at any time. No other livestock is permitted.
23. No noxious or offensive trade or activity shall be undertaken on any Tract. Other than normal farm and yard equipment, no loud engine noise is permitted (for example, from dirt bikes, go-carts, 4-wheelers, etc.).
24. Hunting of game birds and deer is strictly prohibited. Notwithstanding the foregoing, subject to applicable law, the killing or removal of birds and animals such as beaver, nutrias, otters, cormorants, hogs, skunks, armadillos, coyotes, snakes or other pests is permitted.
25. Recreational Vehicles such as motor homes, campers, house trailers, tents and other non-permanent or mobile structures must be parked or stored so as not to be visible from the Lake and may not be used as temporary or permanent residences. An Owner may, however, use a motor home or house trailer as a temporary residence upon commencement of and throughout the normal process of constructing a residence on that Owner's Tract. If construction is halted or ceases for more than 1 month, then the Owner may no longer utilize the motor home or house trailer as a temporary residence.
26. No Owner may encroach upon another Owner's Tract without written permission or easement from the other Owner. If an Owner does cause an encroachment to occur onto another Owner's Tract, then the Owner causing the encroachment shall cause the removal of such encroachment at such Owner's sole cost and expense within thirty (30) days of written notice thereof, failing which the non-encroaching Owner may cause the encroachment to be removed and the encroaching Owner shall pay to the non-encroaching Owner all expenses of such removal within thirty (30) days of written notice thereof.
27. No outside toilet or privy is permitted (other than port-a-cans during construction).
28. No Tract shall be used as a dumping, burial, collection or burn site for garbage, trash or junked cars. Owners are responsible for the removal of all such items on their respective Tracts. No burn barrels are permitted. However, Owners are permitted to burn leaves, branches, downed trees and other cut vegetation as may be allowed by applicable law.
29. Tract 1 is exempt from any restriction that would require the removal or alteration of, or any addition to, any currently existing structures or improvements on Tract 1.
30. Any Tract on which an agricultural use tax exemption status applies shall be exempt from any restriction that would cause the agricultural use tax exemption status to be lost.
31. No building or structure of any kind may be constructed within 25 feet of a Tract boundary line or within 100 feet of an existing primary residence structure on an adjacent Tract.
32. All Owners hereby waive all rights to use any portion of the surface of the Property in any way for the exploration, production, storage or transportation of oil, gas and other minerals; provided, however, Eberline and Eberline's agents and representatives retain the right of reasonable access to the Property for seismic and/or other geological tests and studies with prior notice to an affected Owner.
33. Piers and boat houses are allowed and may be built and used prior to construction of a primary residence. A pier, when the Lake is at full capacity, may not extend more than 30 feet from the shoreline followed by either a fishing deck or boat house not to exceed more than 24' x 24' each in size. Materials utilized for such structures shall consist of treated wood or synthetic deck material.
34. The Owner of Tract 4 is responsible for periodically mowing the Lake dam, as necessary.

MRC
ARC

WRC
Jen

Jan
ash

Jim
JA

35. All Owners shall be equally (by number of Owners and not by number of Tracts) responsible for the upkeep and repairs of the dam and the Lake including keeping the Lake stocked with designated game fish including Florida bass, crappie, channel catfish and smaller fish such as bluegill, red ears, shad and minnows. The Lake is for the exclusive use of the Owners and their guests. The Owner of Tract 4 shall allow crews and equipment to cross Tract 4 from CR 2465 in order to access the dam for repair/maintenance work, as necessary. Any damages caused to Tract 4 as a result will become part of the repair costs to be shared by the Owners.
36. Each Owner shall be responsible for paying up to \$100.00 per year if needed to keep the Lake stocked as provided above, which funds will be due and payable in January of each year as needed. Each Owner of a Tract will in turn (from Tract 1 through Tract 5) be responsible for collecting the funds and stocking the Lake as necessary. If any Owner does not pay when due, then, in addition to any other remedy available at law or in equity, that Owner will lose all Lake privileges until all monies in arrears have been paid in full.
37. No gasoline or other propellant powered motors are allowed on the Lake except in connection with the repair and maintenance of the Lake dam. Electric trolling motors are permitted.
38. Boats larger than 21 feet in length are prohibited.
39. Any new fishing deck, boat house or pier must be constructed no closer than 100 feet from a Tract boundary line, where the property line meets the shore, unless that neighbor approves in writing; provided, however, any new fishing deck, boat house or pier on Tract 4 may be constructed no closer than 50 feet (rather than 100 feet) from the Tract 3 boundary line, where the property line meets the shore. In addition, Tract 5's fishing deck, boat house or pier may not be constructed closer than 200 feet of Tract 1's currently existing fishing deck, boat house and pier.
40. The Owners of Tract 4 and Tract 5 will not permit any farm animals to access the Lake dam.
41. Swimming is allowed but is confined to the area of the Lake owned by such Owner.
42. All Owners and their guests may access the entirety of the Lake by boat but must remain in the boat until back on such Owner's Tract. Other Owners' property, including boat house, piers, boats and land, will not be accessed or entered upon except for dire emergency situations unless otherwise permitted by the Owner of such property.

mfc
src *wre* *gaa* *mr*
gr *oan* *dk*

THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the OPR Records of Wood County, Texas.

2022-00002527 ataylor
03/04/2022 02:23 PM



Kelley Price

Kelley Price, County Clerk
Wood County, Texas



CONSENT AND SUBORDINATION
BY LIENHOLDER

The undersigned, Plaza Home Mortgage, Inc. ("Lienholder"), as the holder of the lien described below (the "Lien") encumbering the real property described in the Use Restriction and Release Agreement (the "Agreement") to which this Consent and Subordination is attached, hereby consents to the grant of rights and interests set forth in the Agreement, and Lienholder hereby subordinates its Lien to the rights, interests, restrictions, covenants and conditions granted in the Agreement, so that a foreclosure of the Lien will not extinguish the Agreement and those rights and interests granted therein, to wit;

That certain Deed of Trust and Security Agreement dated effective March 25, 2021, filed April 1, 2021, and recorded as Document Number 202100003441 in the Real Property Records of Wood County, Texas, executed by James Leslie Ruffin and Ann Jeanette Ruffin, in favor of Black, Mann and Graham, LLC, Trustee, securing the payment of that certain promissory note in the principal amount of \$287,000, bearing interest and being payable as therein provided, payable to the order of Plaza Home Mortgage, Inc.

IN WITNESS WHEREOF, Lienholder has caused this Consent and Subordination to be executed as of the 24th day of December, 2021.

February, 2022

PLAZA HOME MORTGAGE, INC.

By: 

Name: Barbara Davidson

Title: V.P. Loan Servicing

STATE OF TEXAS

COUNTY OF WOOD

§
§
§

This instrument was acknowledged before me on the 24th day of December, 2021, by Barbara Davidson, V.P. Loan Servicing of Plaza Home Mortgage, Inc., on behalf thereof. *February, 2022*

Notary Public in and for the State of Texas

SEE ATTACHED
ACKNOWLEDGMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 02/24/2022 before me, Karen Goodman, Notary Public
(date) (insert name and title of the officer)

personally appeared Barbara Davidson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing Paragraph is true and correct.

WITNESS my hand and official seal.

Karen Goodman
Signature



(Notary seal)

THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the OPR Records of Wood County, Texas.

2022-00002525 ataylor
03/04/2022 02:23 PM



Kelley Price

Kelley Price, County Clerk
Wood County, Texas

CONSENT AND SUBORDINATION
BY LIENHOLDER

The undersigned, Alliance Bank ("Lienholder"), as the holder of the lien described below (the "Lien") encumbering the real property described in the Use Restriction and Release Agreement (the "Agreement") to which this Consent and Subordination is attached, hereby consents to the grant of rights and interests set forth in the Agreement, and Lienholder hereby subordinates its Lien to the rights, interests, restrictions, covenants and conditions granted in the Agreement, so that a foreclosure of the Lien will not extinguish the Agreement and those rights and interests granted therein, to wit;

That certain Deed of Trust and Security Agreement dated effective May 13, 2016, filed May 13, 2016, and recorded as Document Number 201600005124 in the Real Property Records of Wood County, Texas, executed by Troy M. Robinson and Debra L. Robinson, in favor of Drew Gillen, Trustee, securing the payment of that certain promissory note in the principal amount of \$530,000, bearing interest and being payable as therein provided, payable to the order of Alliance Bank.

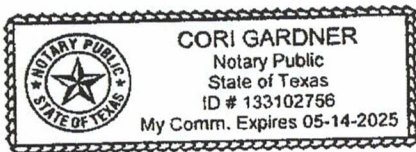
IN WITNESS WHEREOF, Lienholder has caused this Consent and Subordination to be executed as of the 1st day of ~~December, 2021~~
March, 2022

ALLIANCE BANK

By: Michael Jumper
Name: Michael Jumper
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF WOOD §

This instrument was acknowledged before me on the 1st day of March, 2022, by _____ of Alliance Bank, on behalf thereof.



Cori Gardner
Notary Public in and for the State of Texas

THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the OPR Records of Wood County, Texas.

2022-00002526 ataylor
03/04/2022 02:23 PM



Kelley Price
Kelley Price, County Clerk
Wood County, Texas