

**PROPERTY INFORMATION BROCHURE ON:
CARSON ESTATES EAST
LOCATED IN THE B.S. COY SURVEY A-137
FM 314 NORTH AND BELLES LANE
BROWNSBORO, HENDERSON COUNTY, TEXAS**



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I. Directions: From Brownsboro go north on FM 314 approximately 2 miles to subdivision on right.

II. Asking Price: See price list

III. Financing Information:

- a. Existing - Treat as clear
- b. Terms:
 - 1. Cash
 - 2. Third Party Financing

IV. Property Description:

- A. 24 building sites from 5.016 to 14.7 acres (see list for details)
- B. Terrain-
 - 1. Soil - Sandy loam to clay
 - 2. Rolling to hilly terrain
 - 3. Mixture of wooded areas
- C. Road Frontage – See plat for each tract
- D. Water sources -
 - 1. Several lots have a creek, pond or small lake
 - 2. Edom water
- E. Other information
 - 1. Utilities*
 - a. Electric: Oncor
 - b. Sewer: Septic system required
 - c. Telephone: available on FM 314 - CenturyLink

***Note:** *Broker does not warrant utilities. Broker advises any prospective Buyer to verify availability of utilities with various utility companies.*

- 2. Restrictions—Subject to any restriction of record and building restrictions.
- 3. Easements—Subject to any visible and apparent easements and any of record.
Pipeline easement and access easement.

V. Taxing Authorities and Taxes:

- A. Henderson County Road and General
- B. Brownsboro Independent School District
- C. Total taxes - Approximately \$3 per acre per year (with ag exemption)

***Note:** *Prospective Buyer is hereby given notice that the property could be subject to a Roll Back tax and Broker advises any prospective Buyer to contact the Henderson County Appraisal District. Exemptions may apply.*

VI. Minerals:

- A. Oil and Gas - None go with sale. Subject to owner predecessors in title to all oil, gas and liquid hydrocarbons.
- B. Surface Minerals - Seller to convey 100% of all surface minerals owned. Surface minerals including but not limited to clay, lignite, iron ore, top soil, sulphur or any mineral which if mined is done by surface mining operations.

VII. Easements:

- A. Any visible and apparent easements.

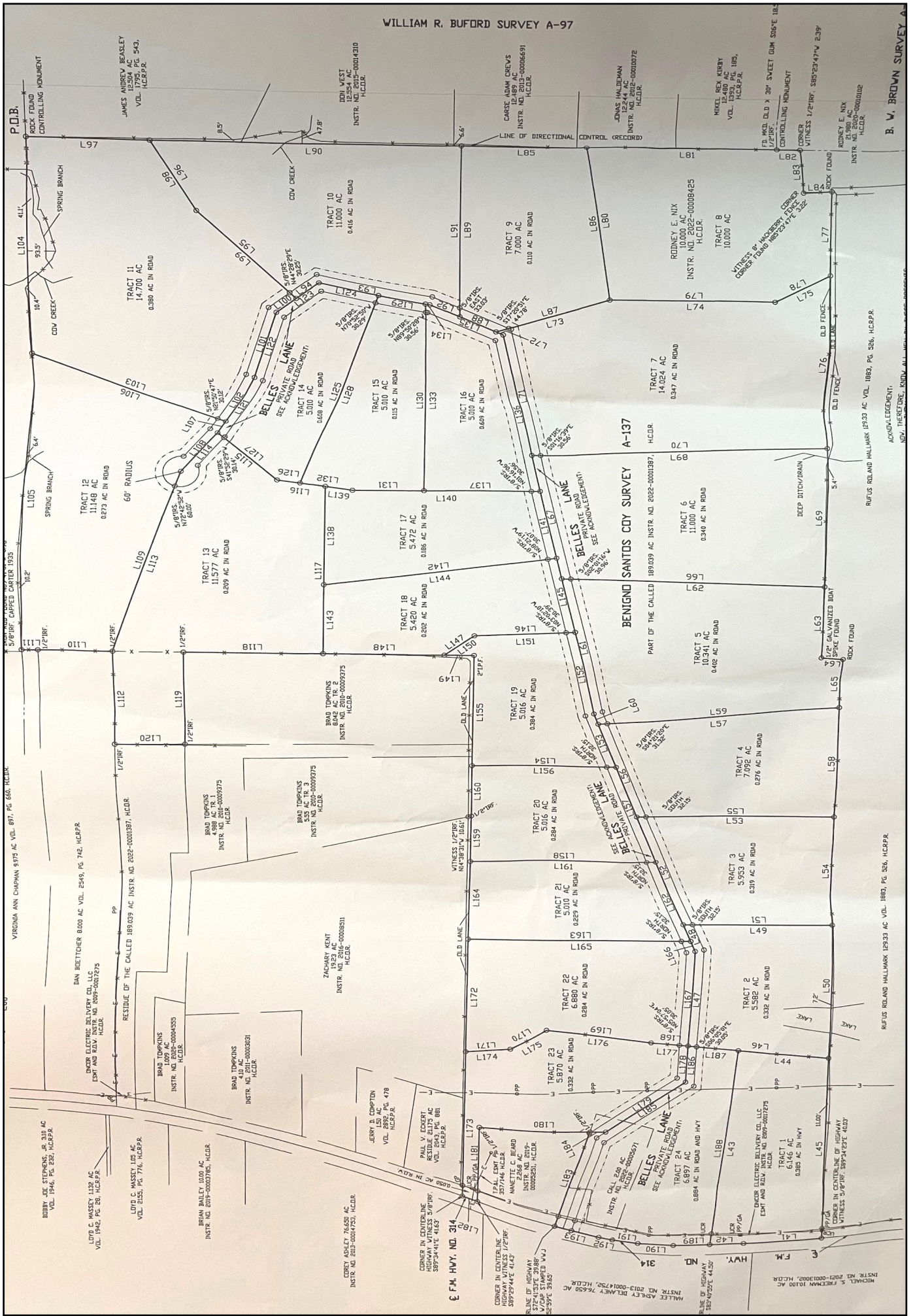
This material is based upon information, which we, consider reliable, but because third parties have supplied it, we cannot represent that it is accurate or complete, and it should not be relied upon as such. This offering is subject to errors, omissions, changes of price or withdrawal without notice.



PRICE LIST

1. 6.146 acres FM frontage	PENDING
2. 5.582 acres small lake	PENDING
3. 5.953 acres	SOLD
4. 7.092 acres pond	SOLD
5. 10.341 acres small lake	\$
6. 11 acres	SOLD
7. 14.024 acres	SOLD
8. 10 acres creek	SOLD
9. 7 acres	SOLD
10. 11 acres	SOLD
11. 14.7 acres creek	\$
12. 11.148 acres	SOLD
13. 11.577 acres	SOLD
14. 5.01 acres	SOLD
15. 5.01 acres small lake	SOLD
16. 5.01 acres	SOLD
17. 5.472 acres	SOLD
18. 5.42 acres	SOLD
19. 5.016 acres pond	\$
20. 5.016 acres	SOLD
21. 5.01 acres	SOLD
22. 6.88 acres creek	\$
23. 5.87 acres FM frontage	\$
24. 6.897 acres FM frontage	\$

WILLIAM R. BUFORD SURVEY A-97

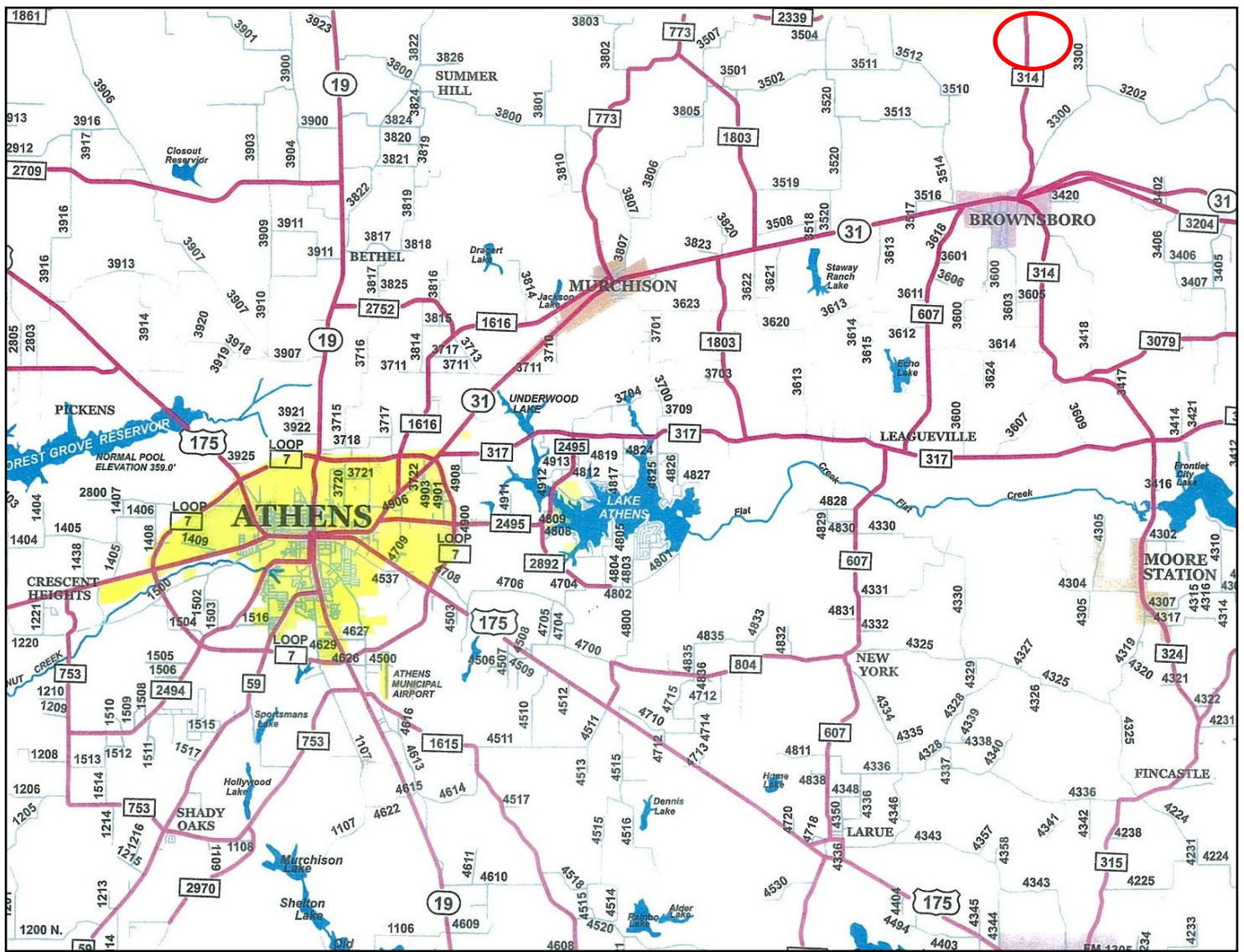


B. V. BROWN SURVEY A-137

ACKNOWLEDGEMENT:
NOW, HERETOFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

RUFUS ROLAND HALLMARK 18933 AC VOL. 1883, PG. 356, HCEPFR.

INSTR. NO. 2021-00013002, HCEPFR.



CARSON ESTATES



DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS

This **DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS**, hereinafter referred to as the **"Declaration,"** is made on April 26, 2022 by BELLES LAND AND DEVELOPMENT, LLC, a Texas limited liability company, hereinafter referred to as **"Declarant."**

WITNESSETH:

WHEREAS, Declarant is the developer of 191.039 acres, more or less, of real property described on Exhibit "A," (the **"Property"** or **"Carson Estates"**) which is attached hereto and incorporated herein for all purposes, which is to be developed as a master planned residential community; and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of the Property as a residential master planned community of high quality and standards in a consistent manner with continuity, to insure the creation of an architecturally harmonious development, and to provide for perpetual maintenance and repair of any common-access private roadway(s) within the Property, Declarant desires to subject all of the Property to the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements hereinafter set forth herein (collectively called the **"Covenants"**);

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the Covenants, which shall be deemed as covenants running with the land and imposed upon and intended to benefit and burden each part of the said Property.

ARTICLE I - DEFINITIONS

1.01 Definitions. The definitions of certain words, phrases or terms used in this Declaration are set forth on Exhibit "B," which is attached hereto and incorporated herein for all purposes.

ARTICLE II - SUBSTANCE OF COVENANTS TO RUN WITH THE PROPERTY

2.01 Property Bound. From and after the date of recordation of this Declaration, the Property, as described and defined above, shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind, and burden the Property.

2.02 Owners Bound. From and after the date of recordation of this Declaration, the Covenants shall be binding upon and inure to the benefit of the Declarant, each Owner, and the heirs, executors, administrators, personal representatives, successors, and assigns of the Declarant and each Owner, whether or not so provided or otherwise mentioned in the Deed. Each Owner, his heirs, executors, administrators, personal representatives, successors, and assigns, expressly agrees to pay, and to be personally liable for, the Assessments provided for hereunder, and to be bound by all of the Covenants herein set forth.

2.03 General. Each Lot or portion of the Property shall be used for the purposes of one private single-family residence only, and such other structures as may be allowed by Section 2.04. No commercial use shall be

allowed on any Lot or portion of the Property.

2.04 Structures, Setbacks, Space Requirements, and Construction Period. No building, structure, or permanent improvement (other than a property fence or wall) shall be erected within fifty (50) feet of any boundary line of any Lot. No existing building or structure, including but not limited to mobile homes or manufactured homes, shall be moved onto, placed upon, or permitted to remain upon any Lot or portion of the Property. Only site built homes will be allowed on the Property. Construction must be complete within twelve (12) months of commencement. No residence shall contain less than one thousand five hundred (1,500) square feet of living space, exclusive of porches, garages, attics, and/or other ancillary spaces. All construction must be of new material, except stone or brick used for antique effect. No structure other than a residence complying herewith shall be occupied at any time as living quarters, whether temporary or permanent, except after the construction of a residence the following shall be allowed: (a) well-maintained travel trailers and/or motorhomes, which may be stored on a Lot and used for weekend and/or vacation periods, but not occupied overnight for more than a total of five (5) nights in any thirty (30) day period, and (b) barndominiums or guest cottages that comply with all of the Covenants, except that such barndominium or guest cottage structures are only required to contain a minimum of four hundred (400) square feet of living space, exclusive of any porches, garages, attics, and/or other ancillary spaces. No building, temporary or permanent, shall be erected or constructed on any Lot until a residence complying with these Covenants is completed. Any and all barns or other outbuildings must be constructed from new materials. No structure may at any time be utilized as a duplex or other multi-family residence or rental.

2.05 Waste, Dumping, Burning, and Storage. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste of any sort. All such waste shall be kept only in sanitary condition. Owners may burn rubbish if the burn process is controlled and monitored, so long as the period or frequency of such burning does not become a nuisance to any other Owner(s). All Owners shall comply with any related orders of any governmental authority over the Property, such as any burn ban implemented by Henderson County officials holding such authority. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and screened from general view. All Lots shall be kept clean and free of any boxes, rubbish, trash, toxic waste, inoperative vehicles, building materials (except during the permissive construction period), or other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the Property for any reason at any time. No debris, junk vehicles or any vehicle that is not registered in the current calendar year, or unsightly accumulation of materials shall be allowed to remain upon any Lot. Any Owner's failure to maintain the premises in an orderly condition shall give the Declarant the right to restore such Lot to an orderly condition, and to charge Owner a reasonable fee for such services. An Owner's failure to pay the charges for such restoration shall result in Declarant's right to place a lien against the Lot for said services. The charges in such a case shall not exceed the actual expenditure by Declarant plus ten percent (10%).

2.06 Signs. No sign(s) of any kind shall be displayed to the public view on any Lot, except one temporary sign of not more than five square feet advertising the property for sale or rent, and one temporary sign used by a builder or contractor to advertise during the construction period.

2.07 Prohibited Activities. No noxious, offensive, or illegal activities shall be conducted upon any Lot or portion of the Property at any time, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Owner(s).

2.08 Throughways. No roadway, walkway, passageway, entrance, or easement may be conveyed by any Owner(s), or their successors or assigns, to any adjoining Lot or portion of the Property.

2.09 Pet Restrictions. No vicious pets shall be kept, placed, or maintained on any Lot or portion of the Property. Household pets are permissible, pursuant to any Henderson County regulations.

2.10 Firearms and Related Activity. No target practice or other repetitive shooting with any firearm shall be conducted upon the Property. Hunting and the occasional limited discharge of firearms is permitted, pursuant to any Henderson County regulations, provided reasonable care and precautions are observed and practiced at all times.

2.11 Easement. All Lots shall be subject to an easement for utility purposes over, along, and across the front twenty-five (25) feet of such Lot closest to the common roadway(s) serving the Property or any easement for ingress and egress described herein.

2.12 Drainage. No Owner of any Lot shall alter natural drainage patterns in such a way as to damage such natural flow and/or direct or redirect such flow onto any other Lot or portion of the Property.

2.13 Fencing. Fencing is permitted on any Lot, including chain link, wooden board, privacy, stone, brick, pipe, and/or wire or barbed wire, all of which shall be of new material, except no fence, wall, or gate may be constructed upon or within ten (10) feet of the common roadway and/or easement(s) located on the Lot or Property. Any fence, wall, or other barrier constructed shall be subject to the rights, rules, and regulations of the owner(s) of any and all easements affecting the Lot or Property.

2.14 Timber. No Owner or subsequent purchaser or grantee of any Lot, or their respective transferees, assignees, or grantees, may cut or remove any trees or timber for any commercial reason. Trees and timber may be removed by an Owner as necessary to create a clear home site, to create or improve a pasture, or for an Owner's personal fireplace use.

2.15 Re-subdivision. The Owner(s) of any Lot exceeding ten (10) acres in area may re-subdivide such Lot into no more than a total of two (2) Lots, with each resulting Lot to be more than five (5) acres in area following such resubdivision.

2.16 Farm Animals. One (1) cow or horse per two (2) acres of land shall be permitted on any Lot. No commercial poultry and/or swine operations will be allowed on any portion of the Property. Any Owner keeping such animals shall fence the Owner's Lot so as to prevent the animals from trespassing upon any adjoining Lot or portion of the Property.

2.17 Septic Tanks and Sewage Disposal. All septic tanks or other means of sewage disposal shall be installed on any part of the Property only once approved in writing by all governmental authorities having jurisdiction with respect thereto. No septic field, leach lines, aerobic septic system sprinkler or sprayer, or any other device which emits or otherwise releases treated water from a septic tank or system shall be located within fifty feet (50') of any property boundary line. Except as provided below in this paragraph 2.17, no outside toilets of any kind are permitted, except during the period of construction of Permanent Improvements, during which time chemically treated outside toilets shall be maintained in a manner subject to approval of Declarant. No installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any body of water or water source or onto any part of the Property. Notwithstanding the foregoing to the contrary, an owner may temporarily (for a period of not more than five (5) consecutive days) use outside toilets for a special outdoor event, such as a concert, party, athletic contest, etc., as long as the outside toilets are properly chemically treated and are in compliance with all ordinances, standards, and regulations of the applicable county and/or municipal government, and their various departments.

2.18 Vehicles on Common Roadway(s). Subject to the use provisions provided herein, no vehicle which has a gross vehicle weight rating ("GVWR") exceeding 12,500 pounds shall be permitted for regular use (three or more passages per week) upon any common roadway(s) within the Property. Further, no vehicle, combination of vehicle(s), attached or coupled trailer(s), equipment, and/or other payload(s) exceeding a total actual weight of 20,000 pounds shall be permitted upon any common roadway(s) within the Property more frequently than four passages per month. Tractor-trailers ("18-wheelers") are prohibited from traveling upon any common roadway(s) within the Property at any time. Notwithstanding the foregoing, Declarant shall have discretion to allow the temporary use and passage of any vehicle(s) (or any combination(s) of vehicle(s), trailer(s), equipment, and/or other payload(s)) which would otherwise violate this Section 2.18 during any Owner's period of initial construction; at any time to complete, repair, or otherwise maintain any common roadway(s) within the Property; or as otherwise necessary to best benefit Declarant and/or any Owner(s).

2.19 Expiration and Renewal of Covenants. These Covenants shall remain in effect for a period of thirty (30) years from the date they are filed in Henderson County, Texas, and shall automatically be extended

thereafter for successive periods of ten (10) years each, unless an instrument signed by seventy-five percent (75%) of the then-Owners of the Lots expressing their desire to change, amend, or terminate these Covenants is filed of record with the County Clerk of Henderson County, Texas.

2.20 Covenants Run With the Land. These Covenants are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in any Lot or portion of the Property in whole or in part, and their heirs, successors, and assigns. These Covenants shall be for the benefit of the Property, each Lot, and each Owner.

2.21 Non-Waiver. Failure by any Owner or other party to enforce these Covenants shall in no event be deemed to be a waiver to do so thereafter.

2.22 Severability / Savings Clause. Invalidation of any portion of these Covenants by a court of competent jurisdiction or other body with such authority shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

2.23 Liberal Construction. This Declaration and the Covenants herein shall be liberally construed to effectuate the purpose of creating a uniform plan for the Property.

ARTICLE III - PROPERTY OWNERS' ASSOCIATION

3.01 Reservation and Assignment of Architectural Control. Declarant may form a property owners' association (the "Association") at any time prior to selling all Lots of the Property. If Declarant does not form the Association, at any time after Declarant has sold all Lots of the Property, the Owners may form the Association. The Association shall be operated in accordance with the provisions of this Article III. The Owners of the Lots shall constitute the members of the Association. Each owner of a Lot, including Declarant if applicable, shall automatically be a member of the Association. Association membership shall be mandatory and appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

3.02 Transfer of Membership. Association membership shall transfer to the grantee of a conveyance of a Lot in fee. Membership shall not otherwise be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer of membership shall be null and void.

3.03 Management. The Association shall be managed by the Board of Directors (the "Board").

3.04 Voting Rights. Each Lot shall have one (1) vote. Where a Lot is owned by more than one individual, or by an entity, that Lot's single vote shall be cast however such individual owners or entity may determine.

3.05 Meetings. The Association shall conduct at least one meeting of the members annually. At that meeting, the members shall elect a Board consisting of at least three (3) Directors, vote on any other matters the Board chooses to place before the members, and discuss any matter of Association business that the Board or any member wishes to bring before the entire membership.

3.06 Association Powers and Duties. Through the Board, the Association shall have the following powers and duties:

- A. To adopt rules and regulations to implement this Declaration, the Covenants herein, and the Association's By-Laws.
- B. To enforce this Declaration, the Covenants herein, and the Association's By-Laws, rules, and/or regulations.
- C. To elect officers of the Board and select members of any Committee when that power devolves to the Board;
- D. To delegate its powers to committees, officers, or employees, as applicable and when permitted;
- E. To prepare a balance sheet and operating income statement for the Association and deliver a report

- to the membership at its annual meeting;
- F. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Declarant;
- G. To establish and collect special assessments for capital improvements or other purposes;
- H. To file liens against Owners' properties because of nonpayment of assessments duly levied, and to foreclose on those liens as necessary;
- I. To receive complaints regarding violations of this Declaration or the Covenants herein, the By-Laws, or other Association rules and regulations;
- J. To hold hearings to determine whether to discipline or fine Owners who violate this Declaration, the Covenants contained herein, the By-Laws, and/or the Association's rules and regulations;
- K. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings, as well as any other regular or special meetings;
- L. To hold regular meetings of the Board no less often than annually;
- M. To manage and maintain all of the Common Roadway(s) in a state of good repair;
- N. To pay taxes and assessments that are or could become a lien on the Common Roadway(s) or any other property owned by the Association; and
- O. To pay the costs of any liability insurance and/or fire or other insurance on the Common Roadway(s) or other property owned by the Association, and to pay the costs of any liability insurance for the Association and members of its Board.

ARTICLE IV - RESERVATIONS OF DECLARANT

- 4.01 Reservations. The following reservations are hereby made by Declarant:
- A. The utility easements shown on any plat of any part of the Property that is recorded in the Plat Records of Henderson County, Texas are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Henderson County, Texas, as well as for the benefit of Declarant to allow for the construction, repair, maintenance, and operation of a system or systems of electric light and power, telephone, internet, or other communication lines, television cable lines, security, gas, water, sanitary sewers, storm and sewers, and any other utility or service which Declarant may find necessary or proper.
 - B. Declarant reserves the right from time to time to make changes in the location, shape, and size of, and additions to, the easements described in Section 4.01(A), above, for the purpose of more efficiently or desirably installing utilities therein and thereon, and this right to make such changes is herein and hereby expressly transferred and assigned to Declarant.
 - C. The title conveyed to any part of the Property shall not be held or construed to include the title to the water, gas, electricity, telephone, internet, or other communication lines, storm sewer or sanitary sewer lines, poles, pipes, conduits, cable television lines, or other appurtenances or facilities constructed by Declarant or public utility companies upon, under, along, across or through such utility easements; and the right (but not obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to Declarant, its successors and assigns.
 - D. The right to sell, dedicate or lease the liens, utilities, appurtenances, and other facilities described in Section 4.01(C), above, to any municipality, governmental agency (including any water control or utility district created under Article XVI, Section 59 of the Texas Constitution covering the Property as well as other lands), public service corporation, or other party is hereby expressly reserved to Declarant.
 - E. The Declarant, and its successors or assigns, shall not be liable for any damage caused or done by the Declarant, nor any of its agents or employees, to any part of the Property, any Permanent Improvements, or to any shrubbery, trees, flowers, or other property of any Owner situated on any part of the Property.

- F. The right to enter upon any part of the Property during installation of streets for the purpose of performing street excavation, construction, and paving is hereby reserved to Declarant, which shall not be liable for any damage done by Declarant or any of its agents or employees to shrubbery, trees, flowers, or other property of any Owner which is necessitated by such street construction.
- G. The right to add additional real property to the real property that shall be subject to this Declaration by amending the definition of Property in this Declaration.
- H. Subject to the approval of any and all appropriate governmental agencies having jurisdiction over the Property or any Lot, tract, or portion thereof, Declarant hereby reserves the exclusive right at any time while it is the Owner thereof to subdivide or resubdivide, as the case may be, and/or plat or replat, as the case may be, all or any portion of the Property then owned by Declarant, without the consent of any Owner.

IN WITNESS WHEREOF, this Declaration has been signed on April 26, 2022.

Belles Land and Development, LLC
A Texas Limited Liability Company

BY: _____
THOMAS N. WILLIAMS, President

STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on April 26, 2022 by Thomas N. Williams, President of Belles Land and Development, LLC, a Texas limited liability company.

[SEAL]

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF CARTER ESTATES SUBDIVISION

The Property comprises all of the land transferred by general warranty deed from Grantor Stacy Tompkins Berry, Trustee of the Tompkins Family Irrevocable Trust 2012, to Grantee Belles Land and Development, LLC, recorded as Instrument Number 2022-00001387 in the Official Records of Henderson County, Texas on or around January 25, 2022 ("Tract 1") and all of the land transferred by warranty deed from Grantor Stacy Tompkins Berry, Trustee for the Tompkins Family Irrevocable Trust 2012, to Grantee Belles Land and Development, LLC, recorded as Instrument Number 2022-00005671 in the Official Records of Henderson County, Texas on or around March 28, 2022 ("Tract 2"), and being more fully described as follows:

TRACT 1: All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Benigno Santos Coy Survey, A-137, and being all of the called 64.00 acre tract one, all of the called 4.988 acre tract one, all of the called 1.933 acre tract one and all of the residue of the called 129.33 acre tract four conveyed to Stacy T. Berry, Trustee of the Tompkins Family Irrevocable Trust 2012, by Patsy M. Tompkins, by General Warranty Gift Deed dated January 13, 2014, and recorded under Instrument Number 2014-00012731, of the Henderson County Official Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a rock found for corner at an old fence corner at the Northeast corner of the called 64.00 acre tract one, at the Northwest corner of the James Andrew Beasley 12.504 acre tract recorded in Volume 1795, Page 543, of the Henderson County Real Property Records, in the South line of the Lyco Big Pine Ranch, Limited 333.60 acre tract recorded in Volume 2718, Page 628, of the Henderson County Real Property Records, at the occupied Northeast corner of the Benigno Santos Coy Survey, A-137, at the occupied Northwest corner of the

William R. Buford Survey, A-97, and in the occupied South line of the A. Willis Survey, A-835;

THENCE SOUTH along the East line of the called 64.00 acre tract one and the East line of the called 129.33 acre tract four, the occupied East line of the Benigno Santos Coy Survey, A-137, and the occupied West line of the William R. Buford Survey, A-97, 2506.52 feet to a ½" iron rod found for corner at a fence corner at the Southwest corner of the Mikel Rex Kirby 12.480 acre tract recorded in Volume 1393, Page 185, of the Henderson County Real Property Records, at the Easterly Northwest corner of the Rodney E. Nix 21.980 acre tract recorded under Instrument No. 2020-00010102, of the Henderson County Official Records, at the occupied westerly Southwest corner of the William R. Buford Survey, A-97, and at the occupied Northwest corner of the B. W. Brown Survey, A-101, from WHENCE a 30" Sweet Gum found marked old X with two hacks above and below the X bears South 06 degrees East 18.50 feet;

THENCE SOUTH 00 degrees 17 minutes 45 seconds East 78.42 feet to the easterly Southeast corner of this tract and at an angle corner of the said Rodney E. Nix 21.980 acre tract, from WHENCE a ½" iron rod found for reference in a fence bears South 85 degrees 23 minutes 47 seconds West 2.39 feet;

THENCE SOUTH 85 degrees 23 minutes 47 seconds West 165.89 feet to an angle corner of this tract and at the westerly Northwest corner of the said Rodney E. Nix 21.980 acre tract, from WHENCE a 8" Hackberry fence corner found for reference bears North 85 degrees 23 minutes 47 seconds East 3.22 feet;

THENCE SOUTH 05 degrees 28 minutes 22 seconds East 98.65 feet to a rock found for corner at a 48" red oak fence corner at the occupied southerly Southeast corner of the called 129.33 acre tract four, at an ELL corner of the said Rodney E. Nix 21.980 acre tract, at an angle corner of the Rufus Roland Hallmark 129.33 acre tract recorded in Volume 1883, Page 526, of the Henderson County Real Property Records;

THENCE NORTH 89 degrees 36 minutes 36 seconds West 1813.17 feet to a ½" galvanized boat spike found for corner at an iron pipe fence corner at an ELL corner of the called 129.33 acre tract four and at an ELL corner of the said Rufus Roland Hallmark 129.33 acre tract;

THENCE SOUTH 05 degrees 36 minutes 43 seconds West 77.13 feet to a rock found for corner at an iron pipe fence corner at an ELL corner of the called 129.33 acre tract four and at an ELL corner of the said Rufus Roland Hallmark 129.33 acre tract;

THENCE NORTH 89 degrees 34 minutes 23 seconds West 2311.77 feet to the Southwest corner of the called 129.33 acre tract four in the centerline of F.M. Highway No. 314 and at the Northwest corner of the said Rufus Roland Hallmark

129.33 acre tract, from WHENCE a 5/8" iron rod set for reference bears South 89 degrees 34 minutes 23 seconds East 40.03 feet;

THENCE along the West line of the called 129.33 acre tract four and the centerline of said highway as follows North 01 degree 41 minutes 51 seconds West 278.53 feet, North 01 degree 03 minutes 17 seconds West 118.56 feet, North 00 degrees 42 minutes 50 seconds East 126.97 feet, North 05 degrees 16 minutes 51 seconds East 124.31 feet, North 11 degrees 07 minutes 27 seconds East 90.10 feet to an angle corner of this tract, from WHENCE a 5/8" iron rod found for reference bears South 72 degrees 41 minutes 41 seconds East 39.52 feet, from said 5/8" iron rod found a ½" iron rod found with a cap stamped WWJ Land Surveying bears North 15 degrees 20 minutes 07 seconds East 0.56 feet;

THENCE SOUTH 72 degrees 41 minutes 41 seconds East 454.88 feet to a 5/8" iron rod found for corner at an angle corner of this tract, at the Southeast corner of the Carolyn Chapman 2.00 acre tract recorded in Volume 1434, Page 67, of the Henderson County Real Property Records, from WHENCE a ½" iron rod found with a cap stamped WWJ Land Surveying bears North 87 degrees 01 minute 35 seconds East 0.43 feet;

THENCE NORTH 17 degrees 15 minutes 08 seconds East 208.47 feet to an angle corner of this tract and at the Northeast corner of the said Carolyn Chapman 2.00 acre tract, from WHENCE a ½" iron rod found with a cap stamped WWJ Land Surveying bears North 82 degrees 17 minutes 44 seconds East 0.41 feet;

THENCE NORTH 72 degrees 41 minutes 53 seconds West 72.71 feet to a ½" iron rod found for corner at a fence corner at an angle corner of this tract, in the North line of the said Carolyn Chapman 2.00 acre tract and at the Southeast corner of the Nanette C. Beard 2.268 acre tract recorded under Instrument No. 2019-00005251, of the Henderson County Official Records;

THENCE NORTH 02 degrees 08 minutes 36 seconds East 378.68 feet to a ½" iron rod found for corner in a fence at an angle corner of this tract and at the Northeast corner of the said Nanette C. Beard 2.268 acre tract;

THENCE NORTH 89 degrees 29 minutes 44 seconds West 298.29 feet to an angle corner of this tract in the West line of the called 129.33 acre tract four and in the centerline of said F.M. Highway No. 314, from WHENCE a ½" iron rod found for reference bears South 89 degrees 29 minutes 44 seconds East 41.43 feet;

THENCE NORTH 17 degrees 18 minutes 07 seconds East along the West line of the called 129.33 acre tract four and the centerline of said highway 54.90 feet to the Northwest corner of the called 129.33 acre tract four, from WHENCE a 5/8" iron rod set bears South 89 degrees 34 minutes 41 seconds East 41.63 feet;

THENCE SOUTH 89 degrees 34 minutes 41 seconds East along the North line of the called 129.33 acre tract four and the centerline of an old lane 1501.82 feet to a ½" iron rod found for corner at an angle corner of this tract, at the Southeast corner of the Zachary Kent 19.23 acre tract and at the Southwest corner of the Brad Tompkins 5.55 acre tract three recorded under Instrument No. 2010-00009375, of the Henderson County Official Records, from WHENCE a ½" iron rod found at a fence corner bears North 14 degrees 38 minutes 31 seconds West 10.61 feet;

THENCE SOUTH 89 degrees 59 minutes 12 seconds East along the North line of the called 129.33 acre tract four and the centerline of an old lane 643.78 feet to a 2" iron pipe found for corner at an angle corner of the called 129.33 acre tract four, at the Southwest corner of the called 64.00 acre tract one and at the Southeast corner of the Brad Tompkins 8.042 acre tract two recorded under Instrument No. 2010-00009375, of the Henderson County Official Records;

THENCE NORTH 00 degrees 14 minutes 15 seconds East 968.06 feet to a ½" iron rod found for corner in an old fence in the West line of the called 64.00 acre tract four, at the Southeast corner of the called 1.933 acre tract one and at the Northeast corner of the said Brad Tompkins 8.042 acre tract two;

THENCE NORTH 89 degrees 54 minutes 56 seconds West at 359.61 feet pass a ½" iron found at the Southwest corner of the called 1.933 acre tract one, at the Southeast corner of the called 4.988 acre tract one, at the Northwest corner of the said Brad Tompkins 8.042 acre tract two and at the Northeast corner of the Brad Tompkins 4.988 acre tract one recorded under Instrument No. 2010-00009375, of the Henderson County Official Records and continuing in all 807.01 feet to a ½" iron rod found for corner at an ELL corner of the called 4.988 acre tract one and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 00 degrees 06 minutes 43 seconds West 62.05 feet to a ½" iron rod found for corner at an ELL corner of the called 4.988 acre tract one and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 89 degrees 50 minutes 47 seconds West 469.53 feet to a ½" iron rod found for corner at an ELL corner of the called 4.988 acre tract one and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 00 degrees 06 minutes 13 seconds East 105.21 feet to a ½" iron rod found for corner at an ELL corner of the called 4.988 acre tract one and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 89 degrees 56 minutes 46 seconds West along the westerly South line of the of the called 4.988 acre tract one and the westerly North line of the said Brad Tompkins 4.988 acre tract one 548.30 feet to an angle corner of this tract in the centerline of said F.M. Highway No. 314, from WHENCE a ½" iron rod found for reference bears South 89 degrees 56 minutes 46 seconds East 50.69 feet;

THENCE NORTH 09 degrees 20 minutes 06 seconds East along the centerline of said highway 67.45 feet to an angle corner of this tract, from WHENCE a ½" iron rod found for reference bears South 89 degrees 50 minutes 41 seconds East 48.99 feet;

THENCE SOUTH 89 degrees 50 minutes 41 seconds East 1453.85 feet to a ½" iron rod found for corner at a fence corner at the Northeast corner of the called 4.988 acre tract one and at the Northwest corner of the called 1.933 acre tract one;

THENCE SOUTH 89 degrees 58 minutes 32 seconds East 361.18 feet to a ½" iron rod found for corner at a fence corner at the Northeast corner of the called 1.933 acre tract one, in the West line of the called 64.00 acre tract one and at the Southeast corner of the Dan Boettcher 8.000 acre tract recorded in Volume 2549, Page 742, of the Henderson County Real Property Records;

THENCE NORTH 00 degrees 13 minutes 28 seconds East 247.49 feet to a ½" iron rod found for corner in a fence at the Northeast corner of the said Dan Boettcher 8.000 acre tract and at the Southeast corner of the Virginia Ann Chapman 9.975 acre tract recorded in Volume 897, Page 660, of the Henderson County Deed Records;

THENCE NORTH 00 degrees 37 minutes 44 seconds East 53.07 feet to a 5/8" iron rod set for corner at a fence corner with a plastic cap stamped Carter 1935 at the Northwest corner of the called 64.00 acre tract one, at the easterly Northeast corner of the said Virginia Ann Chapman 9.975 acre tract, in the South line of the Carlton C. Coburn 59.33 acre tract two recorded in Volume 706, Page 526, of the Henderson County Deed Records, in the North line of the Benigno Santos Coy Survey, A-137, and in the South line of the John McGregor Survey, A-547, from WHENCE a ¼" square iron rod found at a fence corner at an ELL corner of the said Virginia Ann Chapman 9.975 acre tract and at the Southwest corner of the said Carlton C. Coburn 59.33 acre tract two bears North 89 degrees 41 minutes 31 seconds West 6.96 feet;

THENCE SOUTH 89 degrees 57 minutes 32 seconds East along the North line of the called 64.00 acre tract one, the South line of the said Carlton C. Coburn 59.33 acre tract two, the North line of the Benigno Santos Coy Survey, A-137, and the South line of the John McGregor Survey, A-547, 1956.72 feet to the place of beginning and containing 189.039 acres of land of which 0.798 of an acre lies in F.M. Highway No. 317.

TRACT 2:

All that certain lot, tract or parcel of land situated in the BENIGNO SANTOS COY SURVEY, Abst. #137, Henderson County, Texas, and being part of the 129-1/3 acre tract conveyed by H.W. Tompkins and wife, Ellen Tompkins, to James W. Tompkins Volume 454, Page 334, and also being the identical tract or parcel of land as conveyed by J.W. Saylor to H.W. Tompkins by Warranty Deed dated October 22, 1925, and shown of record in Vol. 120, Page 163 of the Deed Records of Henderson County, Texas, and being described as follows:

BEGINNING S 16 deg. 30' W 354 feet from the present occupied Northwest corner of the above mentioned 129-1/3 acre tract which is 40 feet perpendicular to the center line of F.M. Hwy #314 and on the north line of said 129-1/3 acre tract, a 5/8" I.R. on the East ROW of said Farm Road;

THENCE SOUTH 73 deg. 30 min. East 417.42 feet a 5/8" I.R. for corner,

THENCE SOUTH 16 deg. 30 min. West 208.71 feet a 5/8" I.R. for Southeast corner of this tract,

THENCE NORTH 73 deg. 30 min. West 415 feet to the east ROW of F.M. Hwy #314 a 5/8" I.R. for corner;

THENCE NORTH 15 deg. 00 min. EAST 50 feet along a 6 deg. curve to the P.C. of said curve, which is 40 feet perpendicular to center line of said F.M. Road;

THENCE NORTH 16 deg. 30 min. EAST 158.71 feet along said East ROW to the place of beginning, and containing 2 acres of land.

Less & Except

FIELD NOTES

RODNEY E. NIX
10.000 ACRES

BENIGNO SANTOS COY SURVEY
ABSTRACT NO. 137

HENDERSON COUNTY, TEXAS

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Benigno Santos Coy Survey, A-137, and being a part of the called 189.039 acre tract conveyed to Belles Land and Development, LLC, by Stacy Tompkins Berry, Trustee of the Tompkins Family Irrevocable Trust 2012, by General Warranty Deed dated January 25, 2022, and recorded under Instrument Number 2022-00001387, of the Henderson County Official Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a rock found for corner at a 48" Red Oak fence corner at the southerly Southeast corner of the called 189.039 acre tract, at an ELL corner of the Rodney E. Nix 21.980 acre tract recorded under Instrument No. 2020-00010102, of the Henderson County Official Records and at an angle corner of the Rufus Roland Hallmark 129.33 acre tract recorded in Volume 1883, Page 526, of the Henderson County Real Property Records;

THENCE NORTH 89 degrees 36 minutes 36 seconds West 322.03 feet to a 5/8" iron rod set for corner with a plastic cap stamped Carter 1935 in the South line of the called 189.039 acre tract and at the Southwest corner of this tract;

THENCE North 29 degrees 44 minutes 21 seconds West 218.98 feet to a 5/8" iron rod set for corner at an angle corner of this tract;

THENCE NORTH 556.54 feet to a 5/8" iron rod set for corner with a plastic cap stamped Carter 1935 at the Northwest corner of this tract;

THENCE NORTH 81 degree 56 minutes 00 seconds East 592.05 feet to a 5/8" iron rod set for corner in the East line of the called 189.039 acre tract, at the Northeast corner of this tract, in the occupied East line of the Benigno Santos Coy Survey, A-137, and in the occupied West line of the William R. Buford Survey, A-97, from WHENCE a rock found at the Northeast corner of the called 189.039 acre tract bears North 1864.50 feet;

THENCE SOUTH along the East line of the called 189.039 acre tract, the occupied East line of the Benigno Santos Coy Survey, A-137, and the occupied West line of the William R. Buford Survey, A-97, 642.02 feet to a 1/2" iron rod found for corner at a fence corner at an angle corner of the called 189.039 acre tract, at the Southwest corner of the Mikel Rex Kirby 12.480 acre tract recorded in Volume 1393, Page 185, of the Henderson County Real Property Records, at the northerly Northwest corner of the said Rodney E. Nix 21.980 acre tract, at the occupied westerly Southwest corner of the William R. Buford Survey, A-97, and at the occupied Northwest corner of the B. W. Brown Survey, A-101, from WHENCE a 30" Sweet Gum found marked old X with two hacks above and below the X bears South 06 degrees East 18.50 feet;

THENCE SOUTH 00 degrees 17 minutes 45 seconds East 78.42 feet to the easterly Southeast corner of the called 189.039 acre tract, and at an angle corner of the said Rodney E. Nix 21.980 acre tract, from WHENCE a 1/2" iron rod found for reference in a fence bears South 85 degrees 23 minutes 47 seconds West 2.39 feet;


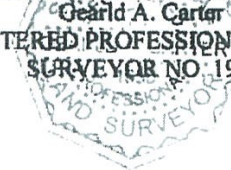
THENCE SOUTH 85 degrees 23 minutes 47 seconds West 165.89 feet to an angle corner of the called 189.039 acre tract and the westerly Northwest corner of the said Rodney E. Nix 21.980 acre tract, from WHENCE a 8" Hackberry fence corner found for reference bears North 85 degrees 23 minutes 47 seconds East 3.22 feet;

THENCE SOUTH 05 degrees 28 minutes 22 seconds East along the southerly East line of the called 189.039 acre tract and a West line of the said Rodney E. Nix 21.980 acre tract 98.65 feet to the place of beginning and containing 10.000 acres of land.

SURVEYOR'S STATEMENT

I, Gearld A. Carter, Registered Professional Land Surveyor No. 1935, do hereby state that I directed the survey of the above described tract of land and prepared the above field notes describing the boundaries of same just as they were found and surveyed upon the ground.

WITNESS my hand and seal at Athens, Texas, this 31st Day of March, A.D. 2022.


Gerald A. Carter
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 1935


Less & Except

FIELD NOTES

THOMAS N. WILLIAMS
5.053 ACRES

BENIGNO SANTOS COY SURVEY
ABSTRACT NO. 137

HENDERSON COUNTY, TEXAS

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Benigno Santos Coy Survey, A-137, and being a part of the called 189.039 acre tract conveyed to Belles Land and Development, LLC, by Stacy Tompkins Berry, Trustee of the Tompkins Family Irrevocable Trust, 2012, by General Warranty Deed dated January 25, 2002, and recorded under Instrument Number 2022-00001387, of the Henderson County Official Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the northerly Northwest corner of the called 189.039 acre tract in the centerline of F.M. Highway No. 314, from WHENCE a ½" iron rod found for reference bears South 89 degrees 50 minutes 41 seconds East 48.99 feet;

THENCE SOUTH 89 degrees 50 minutes 41 seconds East 1453.85 feet to a ½" iron rod found for corner at a fence corner at an angle corner of the called 189.039 acre tract;

THENCE SOUTH 00 degrees 05 minutes 24 seconds East 232.31 feet to a ½" iron rod found for corner in the northerly South line of the called 189.039 acre tract, at the Northwest corner of the Brad Tompkins 8.042 acre tract two recorded under Instrument Number 2010-00009375, of the Henderson County Official Records and at the Northeast corner of the Brad Tompkins 4.988 acre tract one recorded under Instrument Number 2010-00009375, of the Henderson County Official Records;

THENCE NORTH 89 degrees 54 minutes 56 seconds West 447.40 feet to a ½" iron rod found for corner at an ELL corner of the called 189.039 acre tract and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 00 degrees 06 minutes 43 seconds West 62.05 feet to a ½" iron rod found for corner at an ELL corner of the called 189.039 acre tract and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 89 degrees 50 minutes 47 seconds West 469.53 feet to a ½" iron rod found for corner at an ELL corner of the called 189.039 acre tract and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 00 degrees 06 minutes 13 seconds East 105.21 feet to a ½" iron rod found for corner at an ELL corner of the called 189.039 acre tract and at an ELL corner of the said Brad Tompkins 4.988 acre tract one;

THENCE NORTH 89 degrees 56 minutes 46 seconds West along the westerly South line of the of the called 189.039 acre tract and the westerly North line of the said Brad Tompkins 4.988 acre tract one 548.30 feet to an angle corner of this tract in the centerline of said F.M. Highway No. 314, from WHENCE a ½" iron rod found for reference bears South 89 degrees 56 minutes 46 seconds East 50.69 feet;

THENCE NORTH 09 degrees 20 minutes 06 seconds East along the centerline of said highway 67.45 feet to feet to the place of beginning and containing 5.053 acres of land of which 0.076 of an acre lies in F.M. Highway No. 314.

SURVEYOR'S STATEMENT

I, Gearld A. Carter, Registered Professional Land Surveyor No. 1935, do hereby state that I surveyed the above described tract of land and prepared the above field notes describing the boundaries of same just as they were found and surveyed upon the ground.

WITNESS my hand and seal at Athens, Texas, this 6th. Day of June, A.D. 2022.



Gearld A. Carter
REGISTERED PROFESSIONAL LAND
SURVEYOR NO: 1935


EXHIBIT "B"

DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

"Assessable Property" shall mean all and any part of the Property and any Permanent Improvements located thereon, as it now exists and as it may hereafter be subdivided and/or platted as shown on any Plat; provided, however, that none of the Common Area Property shall be a part of the Assessable Property.

"Assessment" means any general or special assessment at any time imposed by the Association as provided the Declaration.

"Assessment Lien" shall mean the lien created and imposed against the Property or any Lot by Article VI of this Declaration.

"Association" means the Texas non-profit corporation, its successors and assigns, to be established for the purposes set forth herein.

"Board" means the Board of Directors of the Association.

"Carson Estates" or "Carson Estates Subdivision" means the master planned residential community to be developed upon the real property described in Exhibit "A," which is attached to this Declaration and incorporated herein for all purposes.

"Common Area Property" shall mean that portion of the Property (i) that shall hereafter be owned in common by all of the Owners of the Property, or (ii) that shall be owned by the Association for the benefit of all of the Owners of the Property, and shown or designated as Common Area on any Plat.

"Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements set forth herein, as the same shall be hereafter amended as provided herein.

"Declarant" shall mean Belles Land and Development, LLC, and its successors or assigns of any or all rights and powers hereunder, but with respect to any such successor or assignee (i) such successor or assignee shall not be deemed to be a "Declarant" unless such successor or assignee is designated as such pursuant to a written instrument signed by Declarant, which written instrument shall be filed of record in the Official Public Records of Henderson County, Texas, designating that part of the Property to which it relates, and (ii) such successor or assignee shall only have those rights and powers of Declarant that are specifically assigned to such successor or assignee pursuant to such written instrument.

"Declaration" shall mean this Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements, as amended or supplemented from time to time as herein provided.

"Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.

"Fines" shall mean the fines that may be imposed as provided in Section 8.02 of this Declaration.

"Lot" shall mean each platted Lot or tract that is a part of any part or parcel of the Property and that is shown on a Plat.

"Maintenance Charges" shall mean any and all costs assessed as provided in Article V of this Declaration.

"Member" means any and/or every person or entity who holds membership in the Association.

"Owner" shall mean the person or persons, entity or entities, who, individually or jointly, own record title to any part of the Property or any Lot, as the definition of Property may be expanded as provided in this Agreement. The term "Owner" shall exclude any person or persons, entity or entities, having an interest in any part of the Property or any such parcel merely as security for the performance of an obligation. The term "Owner" shall include Declarant if Declarant is a record title owner of any part of the Property or any Lot.

"Permanent Improvements" shall mean with respect to any portion or part of the Property, any and all improvements, structures, and other materials and things located thereon, including without limitation trees, berms, shrubs, hedges, and fences.

"Plat" shall mean any Plat of the Property, or any part thereof, that has heretofore been filed or shall hereafter be filed in the Plat Records of Henderson County, Texas.

"Property" shall mean all of the 191.039 acre tract, more or less, of real property described on Exhibit "A," which is attached hereto and incorporated herein for all purposes, plus any additional real property that is added to the real property that shall be subject to this Declaration as provided in Section 4.01(G), of this Declaration.