

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HENCKEN RANCH ESTATES**

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HENCKEN RANCH ESTATES (this "Declaration") is made effective as of this _____ day of May, 2017 by John and Barbara Hencken as Developer (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain of the real property known as HENCKEN RANCH ESTATES, Tarrant County, Texas (the "Property"), described in more detail on Exhibit B, attached hereto and incorporated herein, and on the Final Plat for Hencken Ranch Estates filed under Instrument No. D215241136, Plat Records of Tarrant County, Texas, which is attached hereto and incorporated herein as Exhibit A, and on the Final Plat for Hencken Ranch, Phase II, which upon filing in the Plat Records of Tarrant County, Texas will be automatically incorporated herein by reference (collectively, the "Plat"),

WHEREAS, Declarant desires to establish a planned residential community of single family homes on the Property and, accordingly, has executed this Declaration to impose and does hereby impose the covenants, conditions, restrictions, and easements herein described upon the Property, together with such additions as may hereafter be made thereto (as provided in Article III) to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property and each and every owner of any part thereof.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to this Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as the "Declaration") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

1.01 Definitions. The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

- a) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article V hereof and sometimes referred to herein as the "Committee."
- b) "Declarant" shall mean and refer to John and Barbara Hencken as Developer, and

its successors and assigns, if such successors and/or assigns become same by operation of law, or should (i) such successors and/or assigns acquire all or substantially all of the Lots from Declarant for the purpose of development, and (ii) any such assignee receives by assignment from Declarant all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights of Declarant to such assignee. No person or entity purchasing one or more Lots from Declarant in the ordinary course of business shall be considered as "Declarant."

c) "Common Properties" means any property within the Property that is not a Lot, or is not a street or easement dedicated to the public as part of the Plat of the Property and which is available to the Owners and is identified in the Plat as common area or Common Properties. For the avoidance of any doubt, the Common Properties includes the first 1864 feet of Hencken Ranch Road, until such time as it is maintained instead by the County, and the landscaping around the well site as identified on the Plat.

d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling.

e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

f) "Member" means Owner.

g) "Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

h) "Single Family" means a group of individuals related to blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

i) "Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

j) "Subdivision" means the Property covered by the Plat and any additional Property made subject to this Declaration.

ARTICLE II

IMPOSITION OF COVENANTS

Declarant imposes Declarations on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Declarations. The Declarations are necessary and desirable to

establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Declarations run with the land and bind all Owners, Members, occupants, and any other person holding an interest in a Lot. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

ARTICLE III

PROPERTY SUBJECT TO THE DECLARATION; ADDITION THERETO

3.01 Initial Properties. The Property initially subject to this Declaration shall include the Subdivision and all improvements now or hereafter constructed thereon.

3.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property.

b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each class of Members of the Association.

c) Any additions made pursuant to Section 3.02(a) or (b) hereof, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association to the properties added.

ARTICLE IV

USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS

The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

4.01 Public Use Permitted. Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit the State of Texas or any political subdivision thereof, including independent school districts, from using any of the property affected hereby for public purposes, regardless of the nature of said use.

4.02 Prohibited Activities. Prohibited Activities are, as listed below or otherwise outlined in Article IV –

a) any activity that is otherwise prohibited by this Declaration;

- b) any illegal activity;
- c) any dumping of rubbish;
- d) any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure; or
 - iii. unsightly objects unless completely shielded by a Structure;
- e) any exploration for or extraction of minerals;
- f) any commercial or professional activity except reasonable home office use;
- g) the renting of a portion of a Residence or Structure;
- h) the drying of clothes in a manner that is visible from any street;
- i) installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- j) moving a previously constructed house onto a Lot;
- k) interfering with a drainage pattern or the natural flow of surface water;
- l) hunting and shooting; and
- m) occupying a Structure that does not comply with the construction standards of a Residence.

4.03 Residential Purposes. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family. As used herein the term "Single Family " shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, or commercial or professional uses.

4.04 Lots Generally. No Lot shall be further re-subdivided. No easement in a Lot may be granted without Committee approval. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition

4.05 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling. The minimum main living area of each residential structure shall be 2,600 square feet.

4.06 Combining Lots. Any person owning one or more adjoining Lots may, with Committee approval, consolidate such Lots into a single building location for the purpose of

constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Property. To the extent of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining portions of Lots into a single building site is prohibited.

4.07 Building Setback Requirements. All front, side, and rear setbacks must be approved by the Committee, and must meet the requirements of the Plat; provided, however, no structure of any kind (either dwelling or accessory structures) shall be nearer than 45 feet to the front property line of any Lot. No building shall be nearer than 10 feet to side lot line. On any corner lot, no building shall be nearer than 25 feet to street side lot line. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines than indicated by the minimum building setback lines on the Plat. Rear setback line on all perimeter Lots is at least 10 feet.

4.08 Height. No building or structure on any Lot shall contain more than two (2) stories.

4.09 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Committee before the Structure located on such Lot may be occupied or used. Driveways shall be to a broom finish on regular gray concrete.

4.10 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

4.11 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, alleys or drainage easements, and in conformity with the general drainage requirements for the County of Tarrant, and any applicable governmental requirements for the subdivision. Lot to Lot drainage is permitted but should be kept to a minimum and must comply with the laws of the State of Texas. Building pads shall be constructed so that surface water will flow away from any structures. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any waterway or drainage crossing or abutting any Lot, without the prior written consent of the Committee. The proper drainage of the Lot is the responsibility of the builder.

4.12 Erosion Control. During the construction of improvements on the Lots and prior to the landscaping of such Lots, Lot Owners will take responsibility to prevent excessive erosion of Lots and avoid causing silt to be deposited in streets and in the storm drains. Builder shall maintain silt fences until landscaping has been complete.

4.13 Utilities. Each residence situated on a Lot shall have its own well. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Committee.

4.14 Construction Requirements.

a) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, stucco, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located with the Property shall not have less than eighty percent (85%) brick, brick veneer, stone, stone veneer, or stucco construction. The surface area of windows surrounded completely by brick and porches may be included within the computation of the exterior brick, brick veneer, stone, stone veneer, or stucco wall area of a residence. No previously used materials shall be permitted on the exterior of the residential structures located within the Property, without the prior written approval of the Committee. No garages that are attached to the home shall face the street.

b) The buildings constructed on the Lots must have a composition roof of premium grade materials with a thickness/weight of at least 300# per square and must be of weathered wood color. Any other color or material must be approved by the Committee. The Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the Property. Any deviation of roof pitch must be approved in writing by the Committee. Metal roofs are allowed with prior written approval of the Committee as to type and color.

c) Exterior paint and stain colors shall be subject to the written approval of the Committee.

d) No above ground level swimming pools shall be installed on any Lot.

e) Retaining walls. Retaining walls must be constructed entirely out of materials approved by the Committee. Railroad or wooden ties are not acceptable for retaining walls. All retaining walls located in front yard areas or visible from the street shall be faced in brick to match the residence or stone to complement the materials of the home.

4.15 Garage and Servants Quarters, Barns, and Outbuildings. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Detached garages, carports, servants' quarters, barns, outbuildings, and storage rooms must be approved in writing by the Committee, and must meet the following minimal requirements: (i) the building must be a minimum of 30' behind the residence, but no closer than

10' to the rear of the property line and no closer than 10' feet to the side property line; (ii) the building at its highest point may not exceed 18'; (iii) the total square footage for any building shall not exceed 1200 square feet, and any building with square footage in excess of 200 square feet shall be placed on a concrete foundation; and (iv) the building must be constructed of metal, or masonry material as may be approved by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. Any detached garages constructed under this section shall provide garage space for no more than three automobiles. Driveways shall be of full concrete. The roof pitch of any out building shall be 3/12 or greater. No outbuilding, detached garage, or barn shall be constructed before the residence, although it can be constructed at the same time as the residence is being built.

4.17 Fences. No fence or wall shall be erected, placed, or altered on any Lot without the prior written approval of the Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Committee. No fence may be installed upon any public sidewalk, common area pedestrian easement, or drainage easement, unless approved by the Architectural Control Committee. Fences may be constructed of split rail, or metal. Barbed wire fences are not permitted. Privacy fences are permitted around an in-ground swimming pool only.

a) **Front Yard Fencing.** Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines, provided; however such fence shall be set back at least ten feet (10') from the nearest front corner of the residence to the street.

b) **Side and Rear Yard Fencing.** All side yard fences on corner lots shall be constructed within the side yard building line, unless otherwise approved by the Committee.

c) Fences are not permitted to be installed in any drainage easement or block the flow of water on the drainage easements. Any fencing shall be approved by the Committee.

d) Upon submission of a written request, the Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the sole opinion of the Architectural Control Committee, the fence or wall is a necessary structural or aesthetic aspect of the residence.

4.18 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the appropriate governmental entity for collection and removal of garbage and trash on a regular basis. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the governmental entity, in connection with the storage and removal of trash and garbage. No cans, bags, containers, or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be

removed from view before the following day. All Lots shall at all times be kept in a healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly fitting lids, or other containers approved by the governmental entity and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste material of any kind shall be burned on any Lot. Care should be taken when loading trucks and hauling trash to prevent spillage while in transit. A trash container enclosure will be required on each construction site. At the end of each workday, materials must be stored neatly, and all trash placed in the trash enclosure.

4.19 Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

4.20 Antenna Restrictions. Any antenna or satellite dish less than one (1) meter in diameter shall be installed on the side or the rear of the residence as far away from a street as possible so as to minimize its visibility from the street. With respect to any antenna or satellite dish covered by Section 47 C.F.R. Part I, Subpart S, Section 1.4000, or any amendments or successor provisions, the provisions of this section shall apply only if they do not (i) impair acceptable quality signal reception, (ii) unreasonably delay or prevent installation, maintenance and use of the antenna or satellite dish, or (iii) unreasonably increase installation, maintenance or usage costs.

4.21 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. Subject to the allowance of certain types outbuildings provided in Section 4.15, no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, provided, however, that Declarant reserves the exclusive right to erect, place, maintain, and permit buildings upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant shall also have the temporary right to use a residence situated on a Lot as an office during the period of and in connection with the construction and sales operations on the Property, but in no event shall Declarant have such right for a period in excess of one (1) year after the date of substantial completion of Declarant's last residence on the Property. Any truck, bus, boat trailer, trailer, camper or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed or parked within the closed garage of the appropriate Owner.

4.22 Parking. On street parking is restricted to approved deliveries, pickup or short

time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Declarant.

4.23 Signs, Flags, and Flag Poles. No signs shall be displayed to the public view on any Lot, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) the patriotic display of Flags not exceeding 4' x 6' in size; (iii) signs of customary dimensions (8 square feet maximum) advertising said property or portions thereof for sale; or (iv) political signs that are (a) ground mounted, (b) limited to the display of one sign, (c) do not contain roofing materials, lights, balloons or any other building, landscaping, or nonstandard decorative component, (d) are not larger than 8 square feet, and (e) are not displayed earlier than 90 days before the date of the election to which the sign relates or more than 10 days after the election date. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of any applicable governmental entity, as such standard may be applicable to the Property. Only the following flags may be displayed on a lot: (i) a United States flag, (ii) a State of Texas flag (iii) a flag of one of the branches of the armed forces, or (iv) a flag for a college or high school sports team. Each Lot may have no more than one flag pole, which shall not exceed 20' in height.

4.24 Motorcycles and ATVs. The use of motorcycles and ATVs shall be limited to on-road use of motorcycles which have been approved and are legal for street use. Such use shall be limited to the public streets. No off-road use of any motorcycles or ATVs shall be permitted, except for legal street use.

4.25 Offensive Activities. No obnoxious or offensive activity shall be carried on or upon the Property or any part thereof, nor shall anything be done or maintained thereon which may disturb the neighborhood or occupants of adjoining Lots, or detract from its value as an attractive residential community. Without limitation, no exterior speakers, horns, bells or other sound devices, excluding security devices, shall be used or placed on the Property. Pets shall not be permitted to run at large, but shall be kept under control by Owners, or guests of the Owners. Habitually barking, howling, or yelping pets shall be deemed a nuisance.

4.26 Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a) Prompt removal of all litter, trash, refuse and waste;
- b) Lawn mowing on a regular basis;
- c) Tree and shrub pruning;
- d) Watering landscaped areas, subject to the limitations herein expressed;

- e) Keeping exterior lighting and maintenance facilities in working order;
- f) Keeping lawn and garden areas alive, mowed, edged, reasonably free of weeds, and attractive;
- g) Keeping parking areas, driveways, curbs and roads in good repair;
- h) Complying with all government health and police requirements;
- i) Repairing exterior damages to improvements; and
- j) Cleaning of bar ditches

4.27 Animals. No birds, animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the Property. A TOTAL of four (4) pets, which can be a combination dogs, cats, or other household pets in the aggregate may be kept on any Lot. No animals may be kept for breeding purposes for sale to third parties. All such pets must be kept within the rear, private fenced yard of the Owner. Pets shall not be permitted to run at large, but shall be kept under control of Owners or guests of the Owners.

4.28 Hunting/Trapping/Firearms. Hunting, trapping, and discharge of firearms (which does not include air-powered guns) are prohibited within the Property.

4.29 Solar Panels. Solar panels are permitted.

4.30 Damaged or Destroyed Residences and Structures. Any Residence of Structure that is damaged must be repaired within six (6) months (or within a period approved by the Committee) and the Lot restored to a clean, orderly, and attractive condition. Any Residence of Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within one hundred twenty (120) days and the Lot restored to a clean and attractive condition.

4.31 Traffic Sight Lines. No landscaping that obstructs traffic sight lines may be placed on any Lot.

ARTICLE V **ARCHITECTURAL CONTROL COMMITTEE**

5.01 Architectural Control Committee. The Architectural Controls Committee is established as a committee of the Property Owners Association (as discussed in Article VII), hereinafter called the "Committee." The Committee is established to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Declarations.

5.02 Establishment; Members; Purpose. The Committee shall be composed of three (3) or more individuals selected and appointed by the Board. The Board may remove or

replace a Committee member at any time. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first class residential development. The Committee members shall serve until replaced by the Board or they resign. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the Board shall appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder.

5.03 Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefore have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage easements, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specification shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Declarations, one set of such plans and specifications shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with these Declarations. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 5.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and all aspects

of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Declarations.

5.04 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Declarations, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community; provided, however, in no event shall any such variance reduce required floor area by more than ten percent (10%). No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be revised separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Declarations, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

5.05 Nonconforming and Unapproved Improvements. The Committee may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration.

5.06 No Liability. Neither Declarant, the Committee, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Committee, or the officers, directors, members, employees or agents of any of them to recover any such damages and hereby releases and quit claims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or non-feasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is giving. Plans and specifications are not reviewed and approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, nor the Declarant assumes liability or responsibility

therefore, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE VI **EASEMENTS AND DRAINAGE PONDS**

6.01 General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

- a) Per County guidelines and regulations
- b) Notwithstanding the above, however, the drainage ponds located on Lot 27 & 28, Block 1 serve as a dedicated drainage easement for the benefit of the Property, along with outflow valves and other components, must be maintained in reasonably suitable condition to facilitate the controlled drainage of surface water from the Property, free from any impediment or obstruction, at the sole cost and expense of the Owners of the Lots on which they are situated. Maintenance means removal of all debris in and around the drainage ponds and easements, modification, as necessary, of grade in and around the drainage ponds and easements to ensure proper drainage and function of the drainage ponds, easements, outflow valves, and other components, and such emergency measures as may be necessary to ensure proper drainage and function of the drainage ponds, easements, outflow valves, and other components in terms of deluge or unusually high drainage.

6.02 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Electric and telephone service shall be available to all Lots in the subdivision. Easements for utility services may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants; to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used in alleyways.

ARTICLE VII **PROPERTY OWNERS ASSOCIATION**

7.01 Establishment and Governance. The Hencken Ranch Estates Property Owners Association (the "**Association**") is established by filing its certificate of formation and is governed by the certificate, this Declaration, and the Bylaws. The Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and this Declaration.

7.02 Rules The Board may adopt rules that do not conflict with law or the Declarations. On request, Owners will be provided a copy of any rules.

7.03 Membership and Voting Rights Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two classes of voting Members:

- a) *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b) *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of—
 - i. when the Class A Members' votes exceed the total of Class B Member's votes or
 - ii. Ten years from the effective date of these Declarations.

ARTICLE VIII **ASSESSMENTS**

8.01 Authority The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Properties.

8.02 Personal Obligation An Assessment is a personal obligation of each Owner when the Assessment accrues.

8.03 Creation of Lien Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

8.04 Commencement A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

8.05 Regular Assessments Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$400.00 per Lot. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date. Regular Assessments will be collected annually in advance, payable on July 1 of each year.

8.06 Special Assessments In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Properties or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

8.07 Approval of Special Assessments Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8.08 Fines The Board may levy a fine against an Owner for a violation of the Declarations as permitted by law.

8.09 Subordination of Lien to Mortgages The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

8.10 Delinquent Assessments Any Assessment not paid within ten (10) days after it is due is delinquent.

ARTICLE IX **COMMON PROPERTIES**

9.01 Title to the Common Properties The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association prior to or upon completion of the Declarant's initial construction of the Common Properties.

9.02 Common Property Easements Each Owner has an easement in and to the Common Properties, subject to the right of the Property Owners Association to—

- a) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Property, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b) suspend an Owner's rights under the Declarations;
- c) grant an easement approved by the Board over the Common Property for utility, drainage, or other purposes; and
- d) dedicate or convey any of the Common Property for public purposes, on approval by a vote of a majority of the Members at a meeting in accordance with the Bylaws.

9.02 Permitted Users An Owner's right to use and enjoy the Common Property extends to the Owner's family, guests, agents, and invitees, subject to the Declarations.

9.03 Unauthorized Improvements in Common Properties An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Property except as approved by the Board.

ARTICLE X **GENERAL PROVISIONS**

10.01 Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Tarrant County, Texas, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty seven percent (67%) of the Owners, has been recorded in the Office of the County Clerk of Tarrant County, Texas, agreeing to abolish or terminate this Declaration.

10.02 Amendments. This Declaration may be amended, modified and/or changed as follows:

a) During the time Declarant owns any Lot or Lots within the Property, the Declarant may unilaterally amend or change this Declaration without joinder, consent or approval of any other Owner, and no amendments to the Declaration are permitted without the written consent of the Declarant.

b) In all other situations, this Declaration may be amended or changed upon the express written consent of at least sixty-seven percent (67%) of Owners.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

10.03 Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by this Declaration; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.04 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

10.05 Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner in the Real Property Records of Tarrant County, Texas at the time of such mailing.

10.06 Termination of and Responsibility of Declarant. If Declarant shall convey all

of its rights, title and interest in and to the Property and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, such person or entity shall be obligated to perform all such duties and obligations of the Declarant.

10.07 Late Charges and Interest A late charge of \$10.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of five percent (5%) per year. The Board may change the late charge and the interest rate.

10.08 Costs, Attorney's Fees, and Expenses If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Declarations.

10.09 Judicial Enforcement The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Declarations. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Declarations.

10.10 Remedy of Violations The Property Owners Association may access an Owner's Lot to remedy a violation of the Declarations.

10.11 Suspension of Rights If an Owner violates the Declarations, the Association may suspend the Owner's rights under the Declarations in accordance with law until the violation is cured.

10.12 Damage to Property An Owner is liable to the Association for damage to Common Properties caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

DECLARANT SIGNATURE PAGE

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 10th day of May, 2017.

DECLARANT

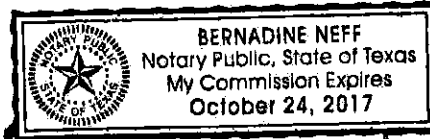
John and Barbara Hencken, Developer

By: [Signature]
 Printed Name: John Hencken
 Title: Owner

By: [Signature]
 Printed Name: BARBARA HENCKEN
 Title: OWNER

ACKNOWLEDGMENT

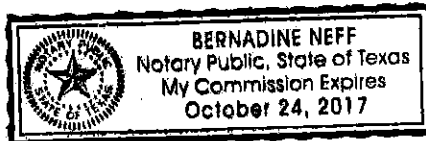
STATE OF TEXAS }
 COUNTY OF TARRANT }



This instrument was acknowledged before me on the 10th day of May, 2017 by John Hencken, Declarant and President of the Hencken Ranch Estates Property Owners Association.

[Signature]
 NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
 COUNTY OF TARRANT }



This instrument was acknowledged before me on the 10th day of May, 2017 by Barbara Hencken, Declarant.

[Signature]
 NOTARY PUBLIC, STATE OF TEXAS

LOT OWNERS SIGNATURE PAGE

OWNER, LOT 27, BLOCK L

By: 

Printed Name: Dan Woodson

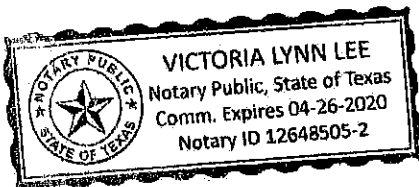
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF TARRANT }

This instrument was acknowledged before me on the 22 day of May, 2017 by
Dan Woodson, Owner of Lot 27 Block L of the
HENCKEN RANCH ESTATES, Tarrant County, Texas.




NOTARY PUBLIC, STATE OF TEXAS

LOT OWNERS SIGNATURE PAGE

OWNER, LOT ²⁰21, BLOCK 1

By: Kimberly Lanier

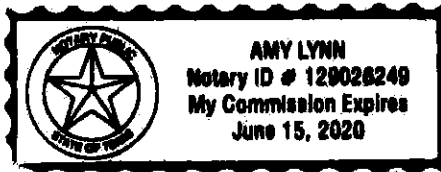
Printed Name: LANE LANIER Kimberly Lanier

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT



This instrument was acknowledged before me on the 26 day of May, 2017 by Lane & Kimberly Lanier, Owner of Lot 20 & 21 Block 1 of the HENCKEN RANCH ESTATES, Tarrant County, Texas.

Amy Lynn
NOTARY PUBLIC, STATE OF TEXAS

LOT OWNERS SIGNATURE PAGE

OWNER, LOT 23, BLOCK 1

By: [Signature]

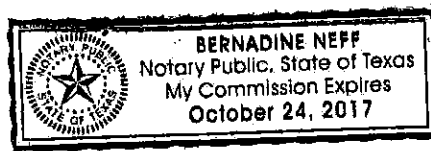
Printed Name: David Blacklock

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF TARRANT }



David Blacklock

This instrument was acknowledged before me on the 6 day of June, 2017 by
w Bernadine Neff, Owner of Lot 23 Block 1 of the
HENCKEN RANCH ESTATES, Tarrant County, Texas.

Bernadine Neff
NOTARY PUBLIC, STATE OF TEXAS

LOT OWNERS SIGNATURE PAGE

OWNER, LOT 23, BLOCK 1

By: Brenna Blacklock

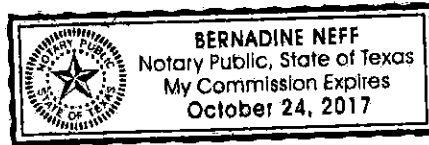
Printed Name: Brenna Blacklock

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF TARRANT }



Brenna Blacklock

This instrument was acknowledged before me on the 6 day of June, 2017 by
by Bernadine Neff, Owner of Lot 23 Block 1 of the
HENCKEN RANCH ESTATES, Tarrant County, Texas.

Bernadine Neff
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

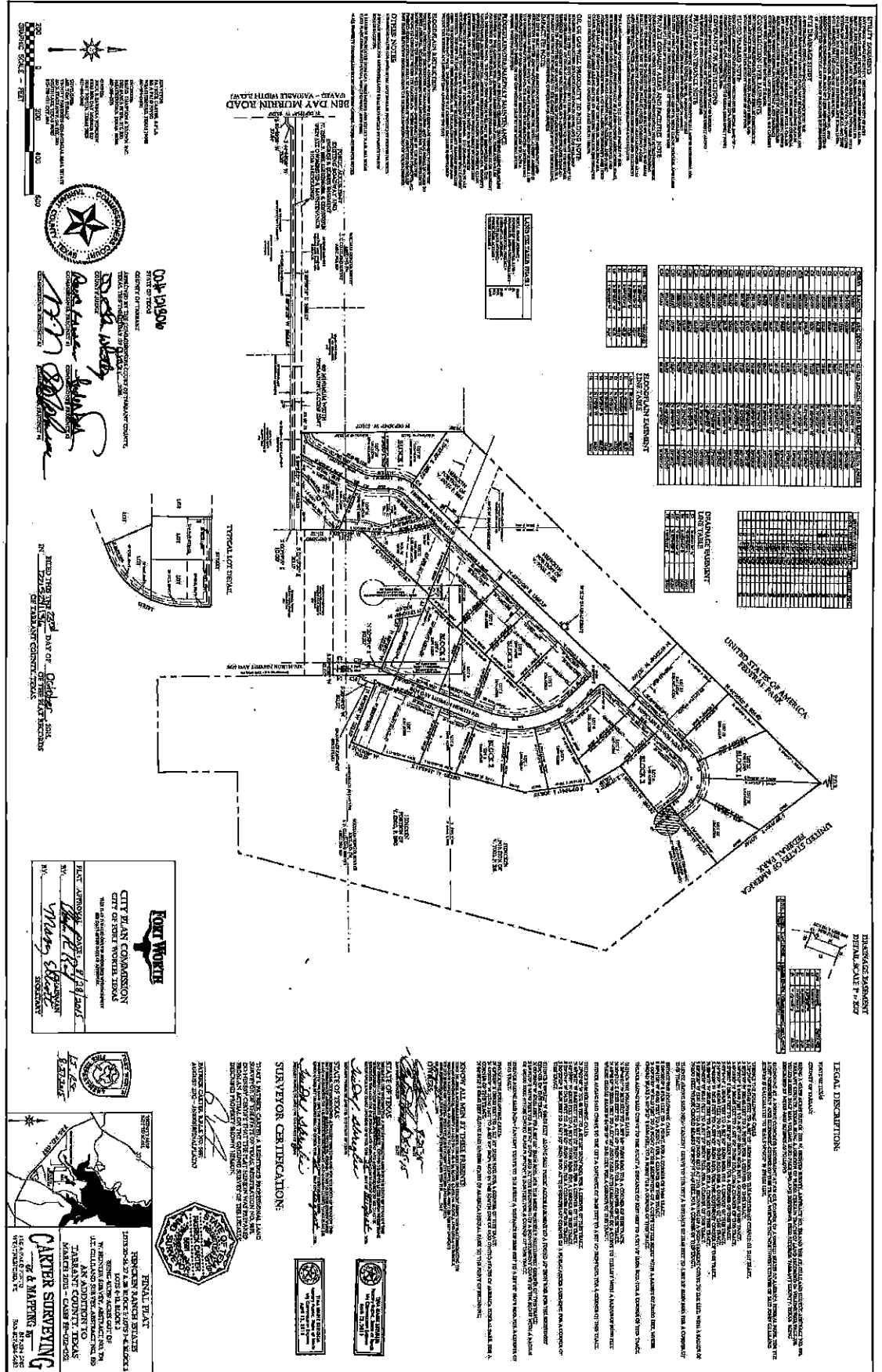


EXHIBIT "B"

PAGE 1 OF 2

BEING A 40.759 ACRES OUT OF THE W. HUNTER SURVEY, ABSTRACT NO. 734 AND THE J.T. GILLILAND SURVEY, ABSTRACT NO. 610, TARRANT COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND RECORDED IN VOLUME 7003, PAGE 226, VOLUME 12037, PAGE 1665, VOLUME 12100, PAGE 1990, AND D205036495, DEED RECORDS, TARRANT COUNTY, TEXAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT AN ELL CORNER OF A UNITED STATES OF AMERICA FEDERAL PARK, FOR THE MOST NORTHERLY AND BEGINNING CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID JOHN GILLILAND SURVEY IS CALCULATED TO BEAR S 54°42'33" W 3793.02 FEET,

THENCE THE FOLLOWING CALLS:

S 38°31'10" E 607.41 FEET TO A SET 1/2" IRON ROD, FOR THE NORTHEAST CORNER OF THIS TRACT.
 S 51°28'50" W 350.40 FEET TO A POINT, FOR A CORNER OF THIS TRACT.
 S 38°31'10" E 65.06 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 51°28'50" W 280.92 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 31°28'11" E 156.18 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 07°54'44" E 308.76 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 14°59'27" W 682.80 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 21°43'06" W 150.19 FEET TO A SET 1/2" IRON ROD, FOR THE SOUTHEAST CORNER OF THIS TRACT.
 N 68°16'51" W 292.69 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 20°41'53" W 60.01 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 67°38'20" W 13.36 FEET TO A SET 1/2" IRON ROD AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 270.00 FEET, WHOSE CHORD BEARS S 06°59'50" W 70.49 FEET, FOR A CORNER OF THIS TRACT.

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 70.69 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.

THENCE THE FOLLOWING CALLS:

S 00°30'10" E 60.35 FEET TO A POINT, FOR A CORNER OF THIS TRACT.
 S 89°47'18" W 60.00 FEET TO A POINT, FOR A CORNER OF THIS TRACT.
 N 00°30'10" W 60.15 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET, WHOSE CHORD BEARS N 07°39'17" E 93.65 FEET, TO A POINT FOR A CORNER OF THIS TRACT.

THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 93.97 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.

THENCE THE FOLLOWING CALLS:

N 25°48'01" W 14.75 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 N 20°53'14" E 60.20 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 N 68°16'52" W 212.01 FEET TO A SET 1/2" IRON ROD AT THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET WHOSE CHORD BEARS N 84°38'49" W 33.81 FEET, FOR A CORNER OF THIS TRACT.

THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 34.28 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.

THENCE THE FOLLOWING CALLS:

N 1°00'48" W 100.48 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 N 68°16'51" W 98.83 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 43°55'07" W 427.82 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 03°13'49" W 134.71 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 S 00°30'10" E 151.36 FEET TO A SET 1/2" IRON ROD AT THE NORTHEAST CORNER OF A PUBLIC ACCESS EASEMENT, FOR A CORNER OF THIS TRACT.

THENCE S 89°55'21" W 448.03 FEET ALONG SAID PUBLIC ACCESS EASEMENT TO A FOUND 1/2" IRON ROD, FOR THE SOUTHWEST CORNER OF THIS TRACT.

N 00°30'41" W 671.01 FEET TO A SET 1/2" IRON ROD, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.
 S 55°55'20" E 287.92 FEET TO A SET 1/2" IRON ROD AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 180.00 FEET, WHOSE CHORD BEARS N 39°47'04" E 259.5 FEET, FOR A CORNER OF THIS TRACT.

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 259.8 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.

THENCE THE FOLLOWING CALLS:

N 43°38'06" E 1369.23 FEET TO A SET 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 N 45°23'08" W 317.60 FEET TO A SET 1/2" IRON ROD IN THE SOUTH LINE OF SAID UNITED STATES OF AMERICA FEDERAL PARK, FOR A CORNER OF THIS TRACT.
 N 44°38'52" E 924.62 FEET ALONG SAID UNITED STATES OF AMERICA FEDERAL PARK TO THE POINT OF BEGINNING.

EXHIBIT "B"

PAGE 2 OF 2

BEING A 35.647 ACRES TRACT AND A 4.332 ACRES TRACT OUT OF THE W. HUNTER SURVEY, ABSTRACT NO. 734 AND THE J.T. GILLILAND SURVEY, ABSTRACT NO. 610, TARRANT COUNTY, TEXAS; BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND RECORDED IN VOLUME 7003, PAGE 226, VOLUME 12037, PAGE 1665 AND VOLUME 12100, PAGE 1990, DEED RECORDS, TARRANT COUNTY, TEXAS; BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

31.315 ACRES TRACT

BEGINNING AT A FOUND CONCRETE MONUMENT AT A COMMON CORNER OF A UNITED STATES OF AMERICA FEDERAL PARK, FOR THE MOST WESTERLY AND BEGINNING CORNER OF THIS TRACT. WHENCE THE NORTHWEST CORNER OF SAID JOHN GILLILAND SURVEY IS CALCULATED TO BEAR S 72°45'57" W 4064.24 FEET.

THENCE THE FOLLOWING CALLS:

S 14°59'27" W 1752.21 FEET TO A FOUND 1/2" IRON ROD, FOR THE SOUTHEAST CORNER OF THIS TRACT.
 S 89°29'50" W 355.12 FEET TO A FOUND 1/2" IRON ROD, FOR A CORNER OF THIS TRACT.
 N 00°30'10" W 237.53 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 40°28'33" E 79.22 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 89°29'50" W 516.05 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 00°30'10" W 215.32 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CHORD THAT BEARS N 06°59'50" E 70.49 FEET, AN ARC DISTANCE OF 70.69 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 63°38'20" E 13.36 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 20°41'53" E 60.01 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 68°16'51" E 292.69 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 21°43'06" E 150.19 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 14°59'27" E 682.80 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 07°54'44" W 308.76 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 31°28'11" W 156.18 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 51°28'50" E 280.92 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 38°31'10" W 65.06 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 51°28'50" E 350.40 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 38°31'10" E 654.32 FEET TO THE POINT OF BEGINNING.

4.332 ACRES TRACT

BEGINNING AT A FOUND 1/2" IRON ROD AT THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN V. 15801, P. 17, O., FOR THE SOUTHWEST AND BEGINNING CORNER OF THIS TRACT. WHENCE THE NORTHWEST CORNER OF SAID JOHN GILLILAND SURVEY IS CALCULATED TO BEAR N 88°23'38" W 1921.29 FEET.

THENCE THE FOLLOWING CALLS:

N 03°13'49" E 134.71 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 N 43°55'06" E 427.82 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR THE NORTHERNMOST CORNER OF THIS TRACT.
 S 68°16'51" E 98.83 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 11°00'48" E 100.48 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD THAT BEARS S 84°38'49" E 33.81 FEET, AN ARC DISTANCE OF 34.28 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 68°16'52" E 212.01 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR THE NORTHEAST CORNER OF THIS TRACT.
 S 20°53'14" W 60.20 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 25°48'01" E 14.75 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET, A CHORD THAT BEARS S 07°39'17" W 93.65 FEET, AN ARC DISTANCE OF 93.97 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR A CORNER OF THIS TRACT.
 S 00°30'10" E 60.15 FEET TO A SET 1/2" IRON ROD CAPPED "CARTER-WFORD", FOR THE SOUTHEAST CORNER OF THIS TRACT.
 S 89°41'18" W 619.00 FEET TO THE POINT OF BEGINNING.