

DATE 07/11/2017

HOPKINS COUNTY CLERK
128 JEFFERSON STREET, SUITE C
SULPHUR SPRINGS TEXAS 75482

RECEIPT # 204739

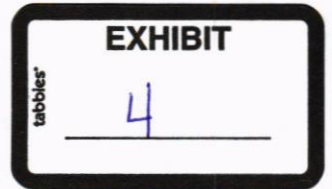
TIME 10:36

FILE # M29764

RECEIVED OF: MOORE KIM

FOR: HIGH POINT ESTATE PHASE II

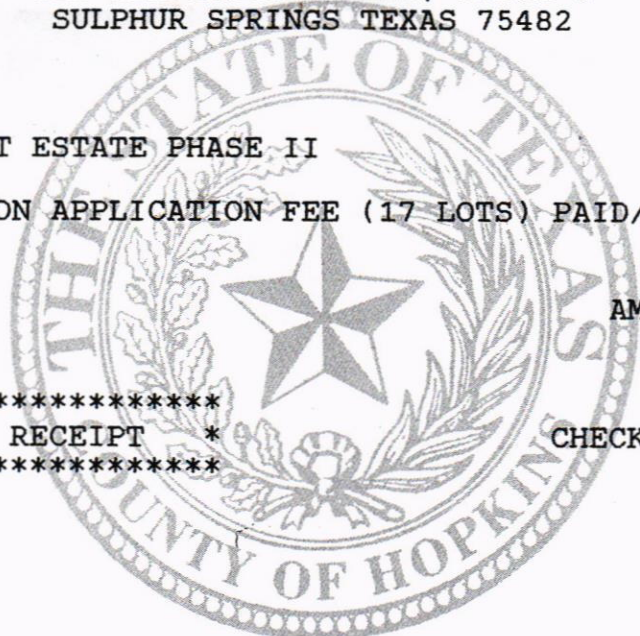
DESCRIPTION: SUBDIVISION APPLICATION FEE (17 LOTS) PAID/TS/TS



 AMOUNT PAID \$200.00

 * DUPLICATE RECEIPT *

PAYMENT TYPE K
 CHECK NO 1292
 COLLECTED BY TS



DATE 07/11/2017

HOPKINS COUNTY CLERK
128 JEFFERSON STREET, SUITE C
SULPHUR SPRINGS TEXAS 75482

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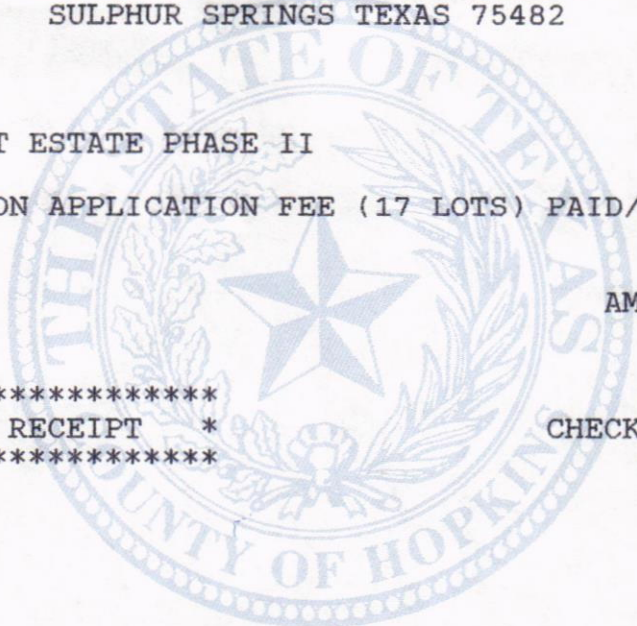
FOR: HIGH POINT ESTATE PHASE II

DESCRIPTION: SUBDIVISION APPLICATION FEE (17 LOTS) PAID/TS/TS

AMOUNT PAID	-----
	\$200.00

 * DUPLICATE RECEIPT *

PAYMENT TYPE K
 CHECK NO 1292
 COLLECTED BY TS



DATE 07/11/2017

TIME 10:36

RECEIVED OF: MOORE KIM

FOR: HIGH POINT ESTATE PHASE II

DESCRIPTION: SUBDIVISION APPLICATION FEE (17 LOTS) PAID\T\T\T

* DUPLICATE RECEIPT *

COLLECTED BY TS
CHECK NO 1393
PAYMENT TYPE K

AMOUNT PAID \$200.00

HOPKINS COUNTY CLERK
128 JEFFERSON STREET, SUITE C
SULPHUR SPRINGS TEXAS 75482

RECEIPT # 204739
FILE # MS2764

**SUBDIVISION FINAL PLAT APPLICATION FORM
HOPKINS COUNTY, TEXAS**

Please Type or Print Information

This form shall be completed by the Property Owner or Applicant and submitted to the Subdivision Coordinator's Office along with the required number of copies of the respective plat, fees, and all other required information.

Type of Plat Submittal: Final Plat Revision Cancellation

Proposed Name of Subdivision: High Point Estates Phase II

Applicant/Property Owner's Name: Mike Moore + James Masters

Mailing Address: 8369 Hwy 151 S.

City: Sul Spgs. State: TX Zip: 75482

Telephone No.: 903 348-1368 Fax No.: 903 439-2933

Surveyor/Engineer's Name: Steve Hudson

Company: Landmark

Address: 101 Bill Bradford St. 13

City: Sul Spgs. State: TX Zip: 75482

Telephone No.: 903 438-2400 Fax No.: 903 438-9955

Total Acreage of Development: 24.884 Total Number of Lots: 17

Physical Location of Property: CR 2310 + CR 3648

Legal Description of Property: _____

Intended Use of Lots: (Check all those that apply)

Residential (Single Family) Residential (Multi-family)

Other _____
(please specify)

Property Located Within City ETJ: Yes No

If Yes, Name of City: _____

Water Supply: Brinker Water Supply Electric Service: TXU (Oncon)

Sewage Disposal: County (Tidy) Gas Service: Atmos

REASON FOR REVISION: _____

Note: The submission of plans/drawings, calculations, etc., along with this application makes such items public record, and the Applicant understands that they may be viewed and/or reproduced (copied) by the general public.

ON-SITE SEWAGE FACILITY (OSSF) PROGRAM

Subdivision Review Guidelines

ALL PROPOSED SUBDIVISIONS OR DEVELOPMENT PLANS, wherein the wastewater is to be disposed of by means of On-Site Sewage Facilities (OSSF), are required to be reviewed by the permitting authority and

MUST HAVE THE FOLLOWING MINIMUM INFORMATION SUBMITTED.

An overall site plan that provides individual lot sizes and any existing water well locations. Areas for replacement OSSF systems are generally considered adequate when minimum lot sizes, as required by the TCEQ's OSSF rules (30 Texas Administrative Cod (TAC) Chapter 285) are provided. However, if ground surface features or topographies limit a lot's suitable area for an OSSF system smaller than the minimum lot size, then the replacement OSSF area on impacted lots needs to be addressed

A topographic map with the proposed subdivision location imposed on the map. The map shall be an original or legible copy of a "7.5 degree" map (Department of the Interior Geological Survey map with 10 foot contour intervals). Surface drainage and direction of drainage influenced by slope and other improvements planned for the subdivision shall be indicated on the map.

A Federal Emergency Management Agency (FEMA) 100-year flood plain map with the proposed subdivision location imposed on the map. The map will be an original or legible copy. A statement regarding whether the proposed subdivision is located in the floodplain of floodway is needed from the local flood plain coordinator/administrator if a FEMA 100-year flood plain map for the area where the proposed subdivision is located is not available or if the subdivision is not in a floodplain or floodway. There's no local flood plain coordinator/administrator, then a statement is needed from the TCRQ Floodplain Management Section regarding the location of the proposed development in the floodplain or floodway.

A deed restriction requiring an aerobic OSSF or a soil survey which includes:

WNA
?

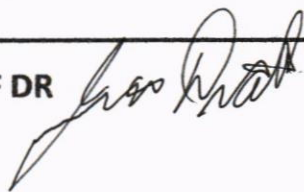
(a) An original or legible copy of an existing official USDA Natural Resources Conservation Service soil survey map, if one has been completed, with the proposed subdivision location imposed on the map. The soil class and texture information must be in accordance with current 30 TAC Chapter 285 rules for *class and texture*. If there is no official Natural Resources Conservation Service soil survey information available, then soils information as described in the current 30 TAC Chapter 285 rules must be submitted by *class and texture*. This includes a soil texture analysis for each different WSDA *soil association*.

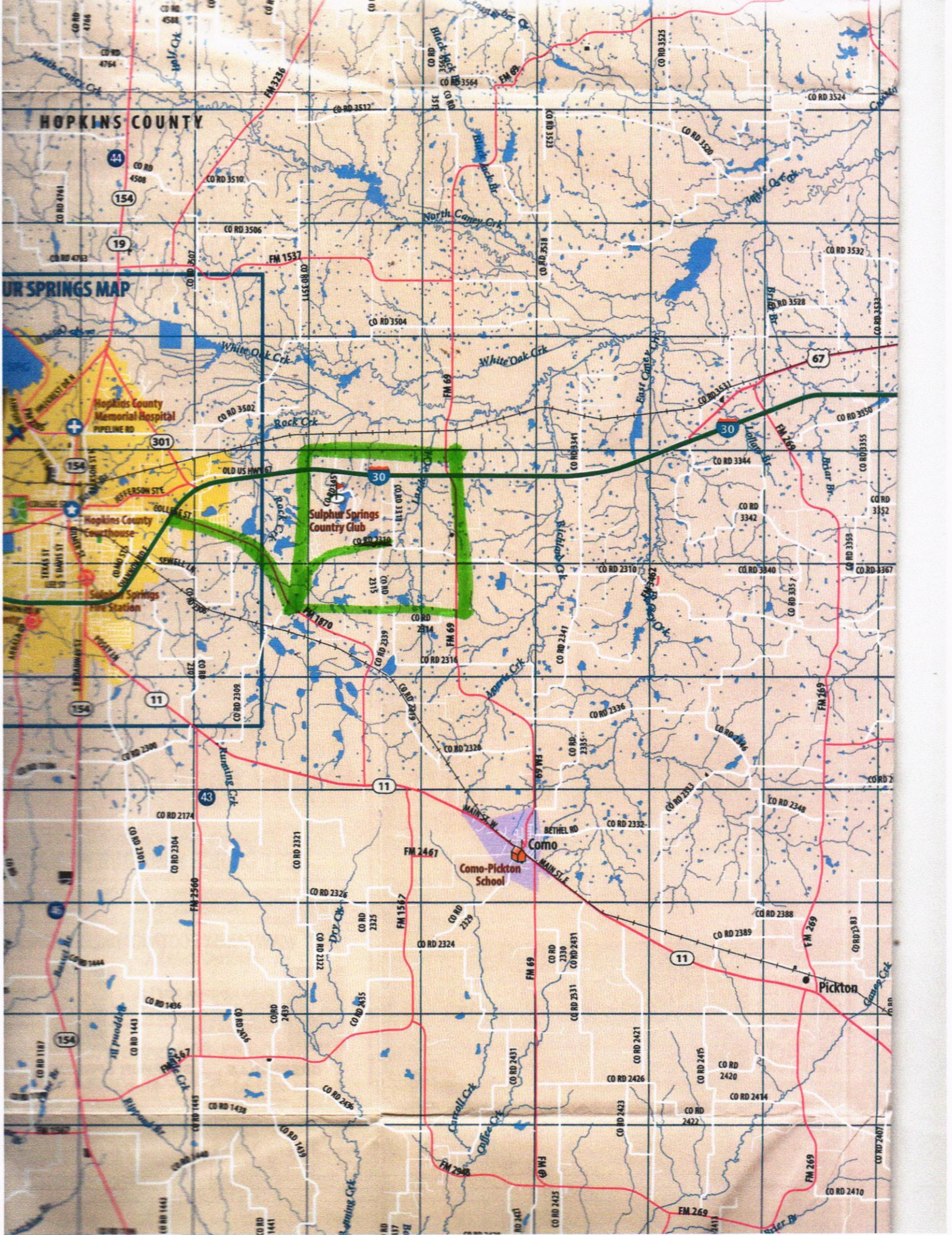
(b) Soil drainage and groundwater information and soil limitations that could affect OSSF disposal, identified by soil scientists in any official soil surveys.

(c) The types of OSSF disposal systems suitable for the soils in the proposed subdivision. A statement may be included to the effect that individual OSSF system selection will be made in conjunction with the site evaluation with respect to the individual site permitting process, in accordance with the 30 TAC Chapter 285 OSSF rules.

? An official county road map with directions to the proposed subdivision

Submittals including all of the above information will be considered administratively complete. Only upon determination that the submittal is administratively complete, staff will provide a technical review of the submittal to determine compliance with 30 TAC Chapter 285 regarding individual lot size requirements and overall site suitability. **We will provide a written response to the sender regarding approval within 45 days of receipt of administratively complete planning materials.**

OSSF DR  7/11/17



HOPKINS COUNTY

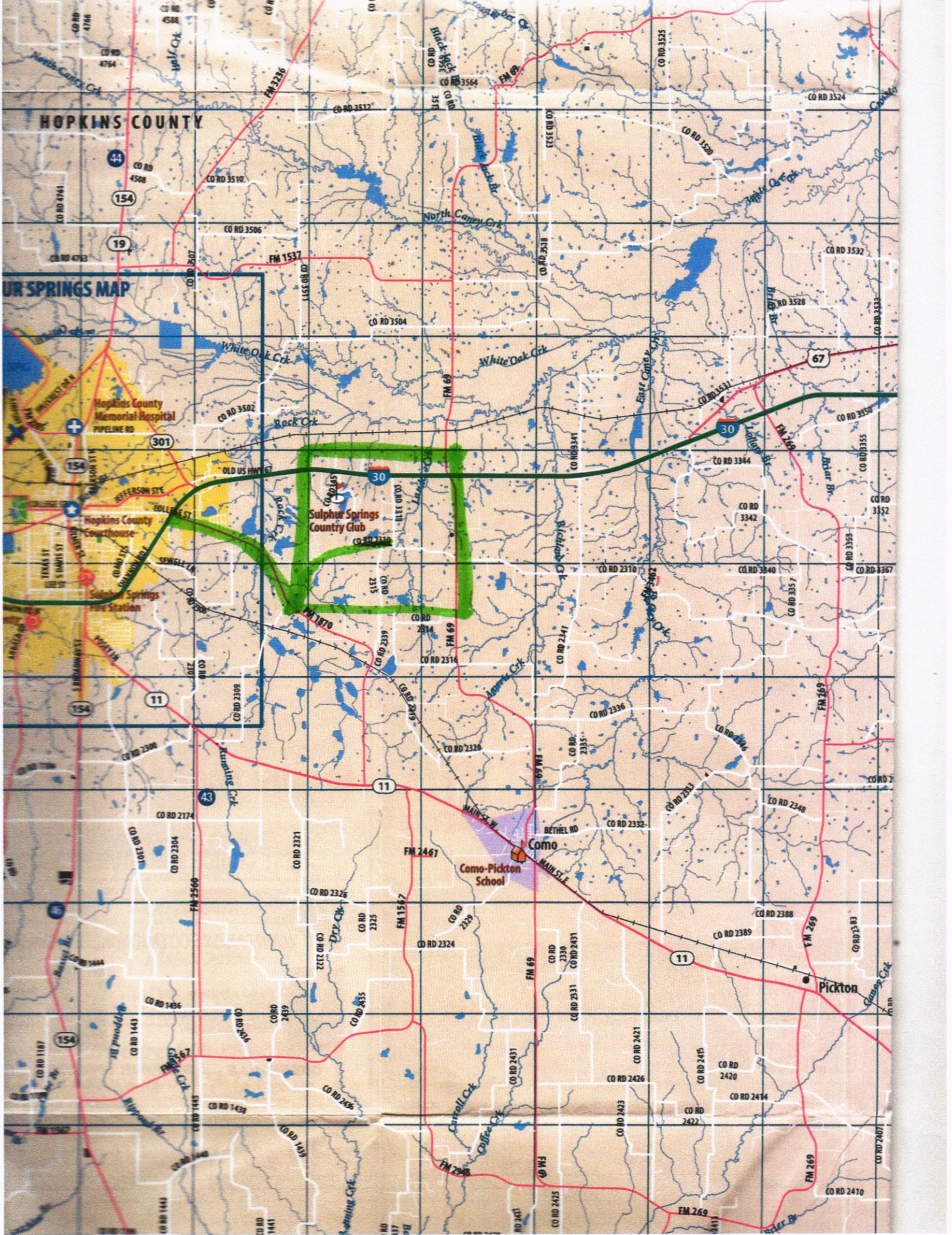
SULPHUR SPRINGS MAP

Sulphur Springs Country Club

Como-Pickton School

Pickton

Hopkins County Memorial Hospital
Hopkins County Courthouse
Sulphur Springs Fire Station



HOPKINS COUNTY

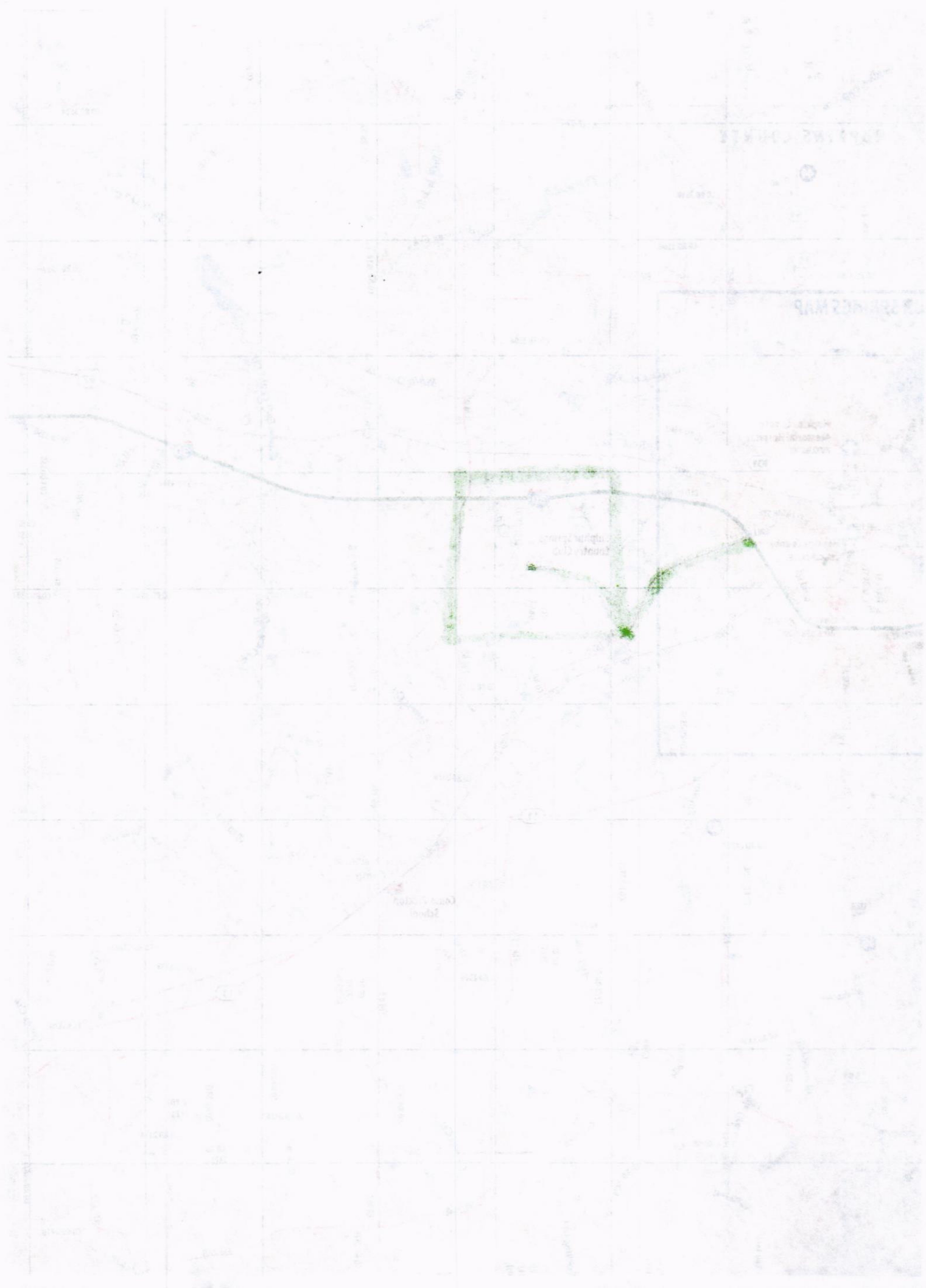
SULPHUR SPRINGS MAP

Sulphur Springs Country Club

Como-Pickton School

Pickton

Hopkins County Memorial Hospital
Hopkins County Courthouse
Sulphur Springs Fire Station



Home ▢ FEMA's National Flood Hazard Layer (Official)

Details | Basemap | Share | Print

About | Content | Legend

Legend

NFHL (click to expand)

LOMRs
Effective

LOMAs

FIRM Panels

Cross-Sections

Flood Hazard Boundaries

- Limit Lines
- SFHA / Flood Zone Boundary
- Other Boundaries

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

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FEMA

(//www.fema.gov/)

FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

Enter an address, place, or coordinates: ?

cr2310 , High Point Cir Sulphur Springs Tex

To find your flood map, enter an address, a place, or a set of longitude/latitude coordinates. The map will zoom in and show the boundaries of the flood map for the chosen location. You can also use the map to navigate to a place of interest using the pan and zoom functions. When a specific flood map is selected, view and download options for that map will appear.

MSC Home
(//msc.fema.gov/portal/)

MSC Search by Address
(//msc.fema.gov/portal/search)

MSC Search All Products
(//msc.fema.gov/portal/adv)

MSC Products and Tools
(//msc.fema.gov/portal/re)

Hazus
(//msc.fema.gov/portal/)

LOMC Batch Files
(//msc.fema.gov/portal/)

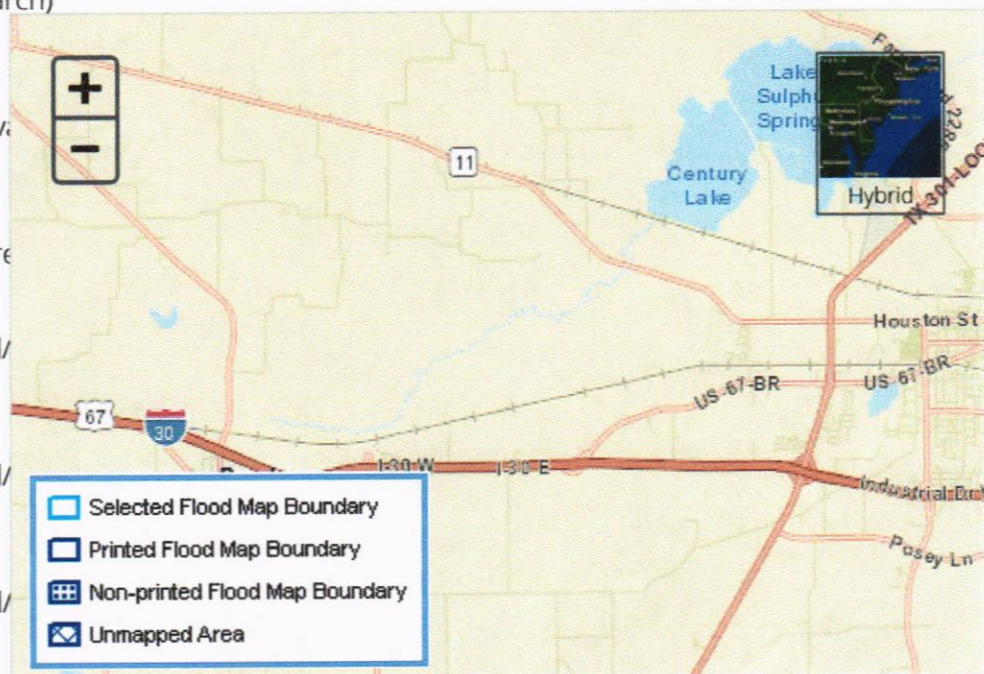
Product Availability
(//msc.fema.gov/portal/)

MSC Frequently Asked Questions (FAQs)
(//msc.fema.gov/portal/resources/faq)

MSC Email Subscriptions
(//msc.fema.gov/portal/subscrip)

Contact MSC Help
(//msc.fema.gov/portal/resources/contact)

Locator Map



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<http://www.fema.gov/download-plug-ins> [About Us](#)

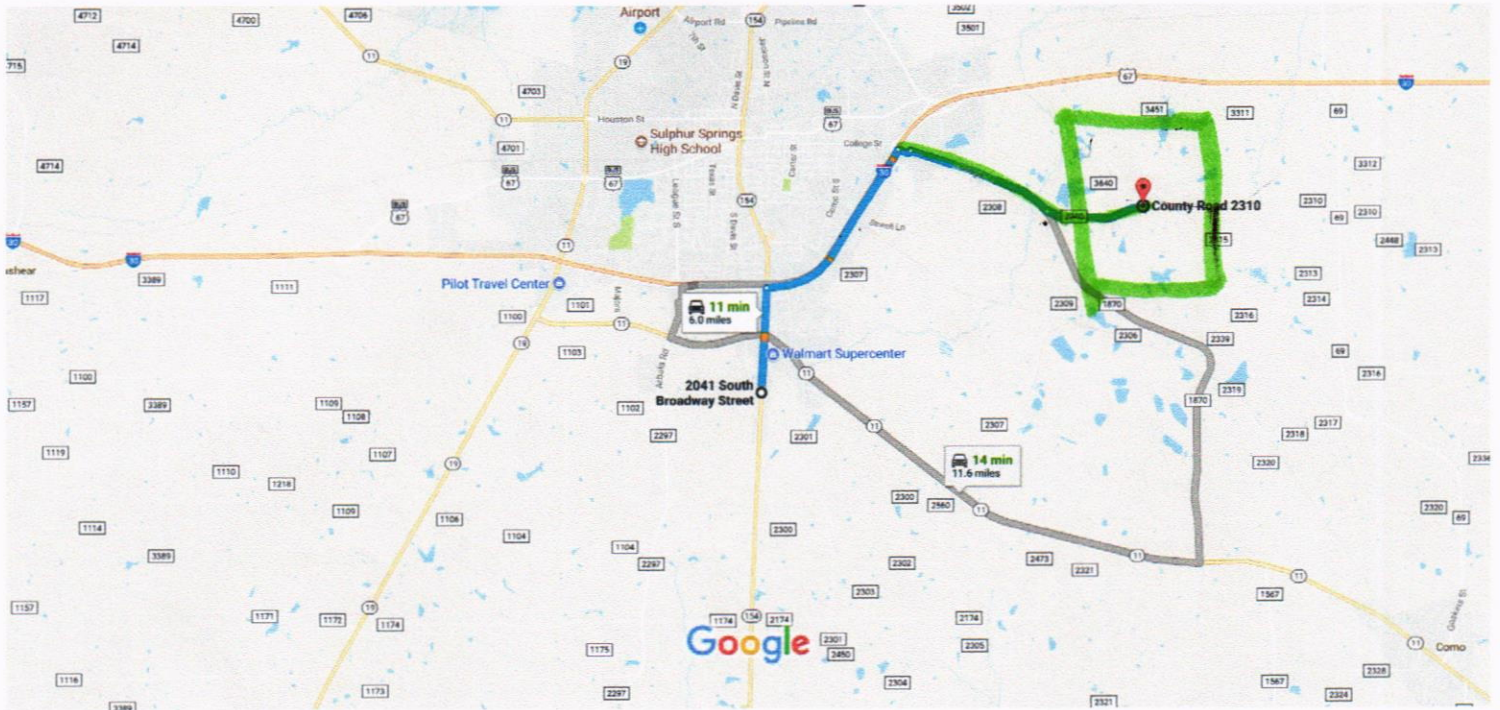
<http://www.fema.gov/about-agency> [Privacy Policy](#)

<http://www.fema.gov/privacy-policy> [No Fear Act Data](#)



2041 S Broadway St to County Rd 2310, Sulphur Springs, TX 75482

Drive 6.0 miles, 11 min



Map data ©2017 Google 1 mi

2041 S Broadway St

Sulphur Springs, TX 75482

- ↑ 1. Head north on S Broadway St toward Holiday Dr 1.1 mi

- 2. Turn right onto Shannon Rd E 2.1 mi

- 3. Turn right onto Shannon Rd (signs for Farm to Market Road 1870/College Street) 0.1 mi

- 4. Turn right onto College St 1.6 mi

- ↶ 5. Turn left onto County Rd 2310 1.0 mi

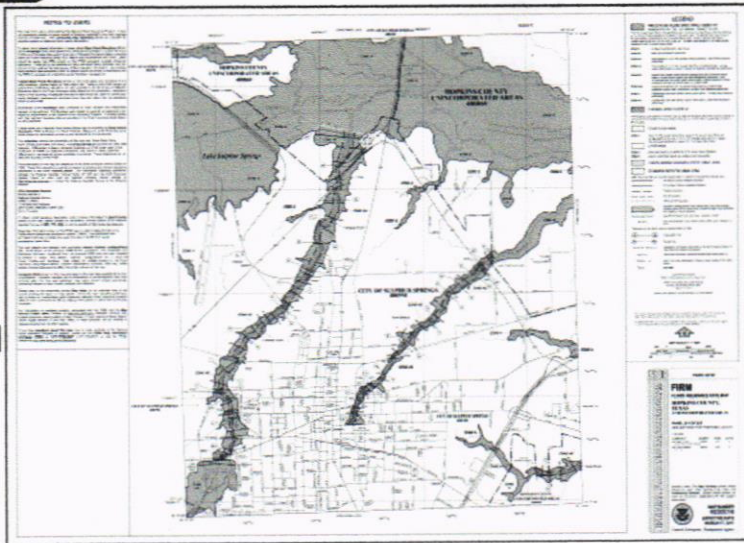
County Rd 2310

Sulphur Springs, TX 75482

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Scale 4 % LOMC 1



TAX CERTIFICATE

ACCT # 65-0146-200-006-00
 DATE 05/23/2017
 FC



SULPHUR SPRINGS ISD
 631 CONNALLY
 SULPHUR SPRINGS, TX 75482
 (903) 885-2153

Cert# 160738
 FEE 4.00

Property Description
 ABST: ABS: 146, BLK: 200, TRCT: TR: 6, DIVISION OF
 JACK GOODING PROPERTY

TOWN - LOCATION- CR 2310
 ACRES - 24.884

Values

LAND MKT VALUE	86,760	IMPR/PERS MKT VAL	1,460
LAND AGR VALUE		MKT. BEFORE EXEMP	88,220
EXEMPTIONS GRANTED: NONE		LIMITED TXBL. VAL	

MOORE MICHAEL C & KIMBERLY K ETAL
 8369 HWY 154

SULPHUR SPRINGS TX 75482

I, SANDRA GIBBY, TAX COLLECTOR FOR THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT DO HEREBY CERTIFY AND OTHERWISE GUARANTEE THAT THE TAX LEVYS, PENALTIES/INTEREST AND ATTORNEY FEES DUE IN THE CURRENT MONTH FOR THE ABOVE DESCRIBED PROPERTY ARE AS LISTED BELOW:

TAXES 2016	LEVY	P&I	ATTY FEES	AMT DUE
	.00	.00	.00	.00
	-----	-----	-----	-----
	.00	.00	.00	.00
				=====
		TOTAL DUE 05/2017		.00
		TOTAL DUE 06/2017		.00

ACCT # 65-0146-200-006-00

BREAKDOWN OF TAX DUE BY JURISDICTION

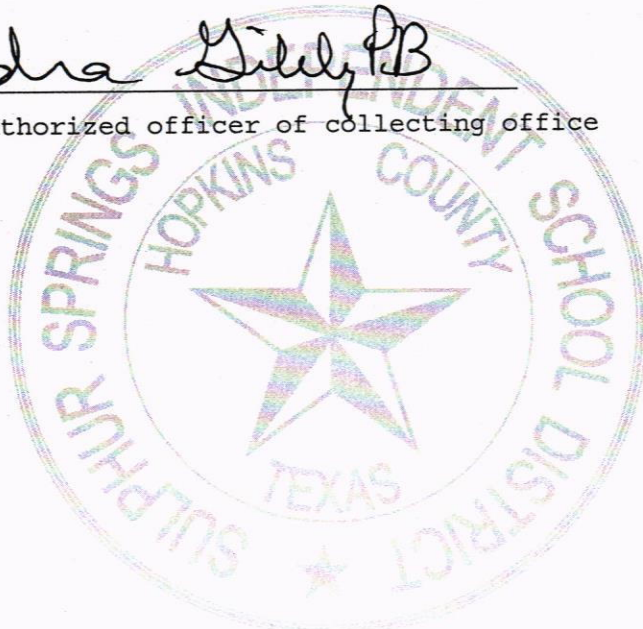
JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
SULPHUR SPRINGS ISD	.00	.00	.00	.00

TAX LEVY FOR THE CURRENT ROLL YEAR: 0086 1,191.39
 TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR 1,191.39

REQUESTED BY:
 KIM MORE

Sandra Gibby PB

Signature of authorized officer of collecting office



TAX CERTIFICATE

ACCT # 65-0146-200-006-00
 DATE 05/22/2017
 JL



HOPKINS COUNTY TAX OFFICE
 PO BOX 481
 SULPHUR SPRINGS, TX 75483
 (903) 438-4063

Cert# 161427
 FEE 10.00

Property Description
 ABST: ABS: 146, BLK: 200, TRCT: TR: 6, DIVISION OF
 JACK GOODING PROPERTY

TOWN -	LOCATION-	CR 2310
ACRES - 24.884		

Values

LAND MKT VALUE	86,760	IMPR/PERS MKT VAL	1,460
LAND AGR VALUE		MKT. BEFORE EXEMP	88,220
EXEMPTIONS GRANTED:	NONE	LIMITED TXBL. VAL	

MOORE MICHAEL C & KIMBERLY K ETAL
 8369 HWY 154

SULPHUR SPRINGS TX 75482

hereby certify and otherwise guarantee that the tax levies, penalties,
 and attorney fees due in the current month for the above described
 property are as listed below.

	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 2016	.00	.00	.00	.00
	-----	-----	-----	-----
	.00	.00	.00	.00
				=====
		TOTAL DUE 05/2017		.00
ACCT # 65-0146-200-006-00		TOTAL DUE 06/2017		.00

BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
COUNTY	.00	.00	.00	.00
HOSPITAL	.00	.00	.00	.00

(CERTIFICATE MAY NOT INCLUDE ALL TAXING JURISDICTIONS)

TAX LEVY FOR THE CURRENT ROLL YEAR: COUN	553.49
TAX LEVY FOR THE CURRENT ROLL YEAR: HOSP	220.55
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR	774.04

REQUESTED BY:
 MICHAEL MOORE

Michael Moore
 Signature of authorized officer of collecting office

Hopkins County Fire Department



1286 S. Texas St. Sulphur Springs TX, 75482

Phone: 903-439-6217

To whom it may concern,

The preliminary plat for Sulphur Springs for Mr. Michael Moore in the High Point Estates Phase II in Hopkins County, has been reviewed in my office. Upon the review with the Hopkins County Fire Marshal's office and Mr. Moore we have agreed upon these revisions:

- 1) A fire hydrant be placed in the center part of the said proposed plat on or near the middle of the said area for fire protection. Mr. Moore advised that a hydrant was in place.
- 2) The driveways have a minimum of 30 feet in width for the potential first responder's apparatus entering the said property.
- 3) If line one is unable to be obtained due to the rural water system ,then a dry hydrant must be installed on the property with an all-weather road and 24 access area. Mr. Moore advised that Phase I has a large pool that could be utilized for Dry Hydrant location.
- 4) The two cul-de-sac have a complete circumference of 75 total feet at the minimum.
- 5) The 2.14 acres listed as "Area dedicated to County" be struck for the plat and be renamed as the "Right of Way" for utilities.

With these said change orders to the original preliminary plat that are in accordance with NFPA 1141 I, Andy Endsley Fire Chief of Hopkins County Fire Department recommend to proceed with requested preliminary draft of the said sub division for High Point Estates.

Sincerely,

Andy Endsley

Hopkins County Fire Chief

Hopkins County Fire Department



ARK-TEX COUNCIL OF GOVERNMENT



TO: M & M FREIGHT
FROM: Judy Shaddix, 9-1-1 Addressing Technician
DATE: June 13, 2017
SUBJECT: **NEW ROAD NOTIFICATION**

The Ark-Tex Council of Governments (ATCOG) 9-1-1 program is the designated 9-1-1 addressing authority for Hopkins County. 9-1-1 addresses are used by emergency personnel to locate a residence in response to an emergency situation. It is very important for 9-1-1 addresses to be correct so that precious time is not spent searching for a residence or business in an emergency situation when every second counts.

This letter is to notify you that a new road has been added to our map. Hopkins County Road Commissioner Wade Bartley has approved CARSTON COURT as a new private road in the High Point Estates that intersects with *Jake Lane*.

If you have any questions, please feel free to call the Emergency Communications personnel at the Ark-Tex Council of Governments at 888-373-9028 or (903) 832-8636.

**“PLEASE KEEP THIS PAGE AND INFORMATION
FOR YOUR RECORDS AND FUTURE USE.”**

Brinker Water Supply Corp.

4534 I-30 E
Sulphur Springs, Texas 75482
903-885-8888
Fax: 903-885-8825
Email: brinkerwsc@yahoo.com

May 31, 2017

TO: Hopkins County Commissioners Court

FROM: Brinker WSC

Mike Moore contacted Brinker WSC to advise us that he was ready to start Phase II of his High Point Estates Edition located on CR2310, East of Sulphur Springs, Texas.

He provided Brinker with a plat, containing 17 lots for review.

We contacted our engineer, Jeremy Buechter, to see if we could supply water for Phase II.

A "hydraulic water" study was performed by Schaumberg & Polk, with results showing that we will be able to adequately provide water for this development.



Jim Horton
General Manager
Brinker WSC
4534 I-30 East
Sulphur Springs, Texas 75482

HIGH POINT

Estates

**RESTRICTIVE COVENANTS
ARCHITECTURAL CONTROL COMMITTEE (ACC)
HOMEOWNER'S ASSOCIATION
DUTIES OF THE ASSOCIATION
DUTIES OF AN OWNER
POWERS RESERVED TO THE DEVELOPER**

DATE: 8-22-, 2011

OWNER: JAMES L. MASTERS, IV and MICHAEL C. MOORE, owners /developers

PROPERTY (including any improvements): located in the Maria J. De los Santos Survey, Abstract No. 146, in Hopkins County, Texas; more particularly described on the HIGH POINT Estates Final Plat attached hereto and incorporated herein by reference.

These deed restrictions are designed to provide internal controls within the community to guarantee a quiet and attractive neighborhood. The developer believes all of the "not allowed" items are things that protect quality of life and preserve beauty. Compliance with the restrictive covenants should help maintain the value and integrity of HIGH POINT and the Improvements within. As the years go by changes can be made by two-thirds vote of the Property Owners Association. The architectural control committee, otherwise known as the ACC, will assist you in the planning process to insure compatibility with the land and your neighbors.

Owner is the owner of the Property.

For the purpose of carrying out a general plan of development and maintenance of the Property, Owner does hereby impose the following restrictions, covenants, liens, and conditions on the Property and each Lot and all improvements constructed on the Property. Each contract or deed which may be hereafter executed with regard to any part of the Property shall be held conclusively to have been executed, delivered and accepted subject to the following, whether the same are or are not set out in full or by reference in said contract or deed.

1. **USE.** The Property shall be used solely for single family residential purposes plus allowable outbuildings shall be permitted. No commercial activity shall be conducted or permitted on any Lot, except "home office/telecommuting" or other such non-public activities of the resident.

No building materials of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements and then such material shall only be placed within the property lines of the Lot upon which the improvements are erected and shall not be placed on the street or the right-of-way. During construction or thereafter, no Lot shall be used or maintained as a dumping ground for rubbish, waste or scrap building materials. All such material or rubbish shall be kept in sanitary containers and removed regularly and shall not be buried on the Lot. After completion of construction of residence the left-over materials must be removed from property. An exception will be allowed for brick, stone and roofing that may be kept on property in storage or out of sight from streets.

Any Owner may delegate his or her rights of use and enjoyment of the Common Areas as shown on the Final Plat to the members of his or her family residing in the home, his or her guest while in the company of the Owner and to such other persons as may be permitted by the Property Owners Association Bylaws and the Association Rules.

Any delegated rights of use and enjoyment of Property or Common Areas shall in no way relieve an Owner from liability to the Property Owners Association or to other Owners for payment of assessments or performance of the covenants, conditions and restrictions contained in this Declaration.

2. LOT AREA. No Lot may be re-subdivided except:

(a) Individual Lots may be re-subdivided between abutting owners and thereafter each owner's resulting lot shall be considered as one Lot for all purposes. The abutting owners desiring to re-subdivide their Lots shall immediately cause a plat of the re-subdivided Lots showing the area of each to be prepared by a Registered Public Land Surveyor and recorded in the Real Property Records of Hopkins County, Texas, in conjunction with related necessary or appropriate covenance instruments. The ACC must approve all lot boundary changes. Such re-plat may also require approval of the County Commissioners Court.

3. STRUCTURES.

- (a) Only one single family residence may be constructed on any Lot. "single family residence" means a building or structure designed, built, and maintained for private, residential purposes by a single family.
- (b) **SIZE.** No residence shall be constructed on any Lot unless such residence has a minimum of **2400 square feet of living area** (heated area) in which 2000 of the 2400 square feet must be on the first floor.
- (c) No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum setback line.
- (d) Each home must have at least 50% of the exterior walls surfaced with stone, brick or stucco materials, other materials may be approved. Roofs must be earth toned no white or bright colors. An architectural control committee (ACC) will approve all plans before start of construction

- (e) **Building Setbacks.**
1. **Front yard** set back to be no less than **50 foot** to the edge of the Road Way Easement as defined by the pavement.
 2. **Corner lots** to have a **50 foot** set back on the designated "side yard" from the edge of the Road Way Easement as defined by the pavement.
 3. **Side yards** shall have a **30 foot** minimum set back from property line.
 4. **Out buildings** to be no closer to the side or rear lot lines than **15 feet**.
- (f) The improvements to each Lot must include a two or more car enclosed garage, with side entry. The garage door shall not be visible from front of the home or street, with an exception of corner lots. When side yard is established, garage door can be visible from the side street.
- (g) All exterior lights shall be located and maintained so as not to be directed toward adjacent Lots and shall be of a subdued nature. Mercury vapor, halogen and other types of bright area lighting are prohibited. Subdued driveway and entrance lights are permitted.
- (h) No mechanical equipment including evaporative coolers, air conditioning equipment, heating equipment or ducts shall be allowed on roofs. Solar collectors or panels and satellite dishes smaller than 36 inches in diameter of roofs are permitted.
- (i) Propane or butane tanks must be buried underground.
- (j) No structure shall be occupied or used for residential or storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the exterior thereof shall have been completed.
- (k) Each residence, once commenced, must be completed within nine (9) months from the date of commencement. No structure ancillary to the residence shall be commenced except upon the completion of or simultaneously with the construction of the residence.
- (l) Each Lot shall have a driveway, which shall be completed within thirty (30) days after the residence on the Lot is completed. All driveways shall be poured in place concrete. No driveway shall be constructed less than 5 feet of from property line.
- (m) No manufactured housing, trailer, mobile home, tent, shack, camper, or structure of a temporary character shall, at any time, ever be used as a permanent or temporary residence on any Lot, or moved onto or permitted to remain on any Lot, except during construction or permanent structures.
- (n) **Fences** and out buildings must be approved by the architectural control committee. No chain link fences are allowed, although some exceptions may allow chain link fences, such as being located inside a solid type fence to avoid being visible from the street. Chain link fences will not be approved as a boundary fence. No fences are allowed nearer to the road than the minimum building set back lines for the front yard set back and side yard set back when on a corner lot.

- (o) **Landscaping.**
1. Front yards must be landscaped with a reasonable amount of shrubbery against the home.
 2. Front yards must have a least 2 trees either existing or planted, a planted tree should have a caliper of 2" or more.
 3. Yard must be at least seeded with a permanent type grass dependent upon season.
- *** These items must be in place before occupying home.***
- (p) **Electrical service, cable and telephone service lines and any similar or other lines installed on a Lot shall be placed underground, and no outside electrical, cable, telephone or other type lines shall be placed overhead.**
- (q) **Out-buildings must be consistent in appearance and exterior materials with the residence constructed on the respective Lot. Exterior appearance of siding, masonry, stucco and color of paint, roof and any other materials must conform with residence.**
4. **PRIVATE LAKE.** The Private Lake and the park area will be available for the enjoyment of all lot owners, together with their families and guests, so long as accompanied by a lot owner.

Lake Fishing rules ** CATCH AND RELEASE ******

5. **SIGNS.** No signs or any other advertising structures of any nature shall be placed on any Lot except a single "For Sale" signs or "For Rent" signs not larger than six (6) square feet in area, except that Owner or Owner's designee may place signs in the Addition for the purpose of developing, selling, and improving Lots. All construction signs must be removed from lot when home is occupied.
6. **FIREARMS.** The use or discharge of firearms or archery in the Addition is prohibited.
7. **GARBAGE AND TRASH DISPOSAL.** No Lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other rubbish generated on a Lot shall be kept only in sightly, sanitary containers. Each Lot owner shall be responsible for disposing of all of his trash, garbage and rubbish. Burning of trash, garbage or rubbish within the Addition is prohibited. Owner must contract with a disposal service for his trash removal.
8. **ANIMALS.** No cows, poultry, pigs, hogs, swine, horses or livestock of any kind may be kept on any Lot. Any pets must be kept within the boundaries of Owners Lot and not allowed to wander the neighborhood, when not accompanied by Owner. Dogs must be on a leash or in voice control of owners and within sight of owners. Owners are responsible for their dogs to see that any barking does not disturb their neighbors. Complaints will be addresssed by the Property Owner's Association.

9. **VANS/RECREATIONAL VEHICLES.** No trailer, van, camper, or recreational vehicle shall be used as a dwelling while located within the Addition, except that temporary visitors arriving in such vehicles will be permitted to occupy them up to three (3) consecutive days, but not more than five (5) days in any two consecutive calendar months.

10. **VEHICLE STORAGE.** Operable boats and recreational vehicles owned by a Lot owner may be stored at the back of the lot out of view from the street. No inoperable, dismantled or disassembled motor vehicle, boat, trailer, or other machinery or equipment shall be permitted in any driveway or yard in the Addition. All vehicles on property must be in condition to have a current registration and inspection sticker in order to remain on property. Some exceptions may allow the restoring of vintage vehicles inside closed in garages or storage buildings. Trucks with tonnage in excess of one ton shall not be permitted to park on the street, driveways, or lots overnight. No trailers, campers, boats, or any sort of vehicle will be permitted to park in streets.

11. **WEEDS AND TRASH.** The owner of each Lot shall keep the same clean and free of trash and weeds. All lots, not otherwise wooded, which are not yet built upon, must be mowed at least once a month in the growing season.

12. **SEWERAGE.** There shall be no conventional septic systems that consist of in ground tanks, and fill line in ditches that is solely dependant on percolation and evaporation for water disposal. Only individual home waste water treatment plants or systems (aerobic system) are allowed. These plants/systems must be installed by a licensed installer with the State of Texas and also be permitted and inspected by local governing authority.

13. **DRAINAGE STRUCTURES.** Drainage structures under private driveways shall have drainage opening areas of sufficient size to permit the free flow of water without backwater. Hopkins County Commissioner must be contacted for proper sizing of culvert.

14. **EASEMENTS.** Easements for the installation and maintenance of utilities and draining facilities are reserved as shown on the plat and it is further provided that no shrubbery, fences, or other obstructions shall be placed in any easement, and that full right of egress and ingress shall had at all times over any dedicated easement for the installation, operations, maintenance, repair, or removal of any utility, thus any physical drainage area on property shall not be altered, nor filled in, nor obstructed in any way to refrain from draining properly.

15. **MAILBOXES** must be built the same time as your home and conform to the masonry materials used on your home. No wood pole or metal post mailbox standards will be allowed.

16. **COVENANTS RUNNING WITH THE LAND.** All of the restrictions, covenants and conditions herein provided for and adopted shall apply to each and every Lot, and shall be covenants running with the land. The owner of any Lot and the Property Owners Association have the right to enforce observance and performance of the restrictions and covenants contained and provided for herein, and the right to all legal remedies for the breach thereof, including without limitation, to an injunction either prohibitive mandatory, to prevent or to correct a breach of any restrictions or covenants or to enforce the performance thereof.

17. **PARTIAL INVALIDITY.** Invalidation of any of these covenants, restrictions or conditions by court judgment or otherwise, shall not affect, in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

18. **HEADINGS.** All sections and paragraphs headings used herein are for convenience only and shall have no effect in construing any of the restrictions, covenants or conditions herein contained.

19. **DURATION.** These restrictions, covenants and conditions be binding upon all owners of Lots and all persons claiming under them for a period of twenty-five (25) years from the date hereof, and for successive periods of ten (10) years thereafter unless an instrument signed by owners of at least five-sixths of the Lots has been recorded agreeing to a change in such restrictions, covenants and conditions.

ARCHITECTURAL CONTROL COMMITTEE (ACC)

REQUIREMENT OF ARCHITECTURAL APPROVALS. Except as to construction, renovation or repair of improvements by the Developer in any phase of the Project, no building, fence, driveways, ponds, swimming pool, tennis court, or other improvement or structure shall be commenced, erected, or maintained on any Lot without the prior written approval of the Architectural Control Committee; neither shall any exterior addition or alteration in any such structures on any Lot, including but not limited to awnings, patio covers, antennae, etc. be made until the plans and specifications showing the nature, kind, shape, materials, and location of the same have been submitted to and approved in writing by the ACC. All such improvements must be constructed in accordance with approved plans and consistent with the objective and subjective standards.

Whenever in this Declaration the prior consent or approval of the Property Owners Association is required as a condition to any action by an Owner affecting any alterations, changes, additions, or modifications, the Association through its Board may delegate to the ACC the right and duty to grant or withhold such consent or approval. The decisions of the ACC shall be final, conclusive, and binding upon any and all the applicants who may seek approval for any construction required hereunder.

APPOINTMENT OF THE ACC. The Architectural Control Committee may consist of as many as three (3) members, two of whom will be the Developers and one of whom shall be appointed by the Developers. In the event of the death or resignation of a member of the ACC, the Developers or Board may appoint a replacement. The Developers can remain the only members of the ACC until Developers no longer own two-thirds (2/3) of the lots in the subdivision. Thereafter, the owners may appoint all members of the Committee, who must all be Owners.

CONTENT OF PLANS AND SPECIFICATIONS. Prior to making any Improvements, whether such Improvements be initial improvements or subsequent alterations, modifications or other changes, an Owner shall be required to obtain the written approval of ACC. Each Owner shall submit to the ACC a complete, legible set of plans for proposed Improvements, drawn to scale and complete in all necessary respects, including meeting the following minimum criteria:

- a. Be in accordance with the provisions of this Declaration.

b. The location, height, style of Architecture, exterior color schemes and materials of all improvements shall be in harmony with the general surroundings of the buildings and structures on any Lot subject to the ACC's approval.

c. The location of the home and other Improvements shall be located within a building site approved by the ACC.

d. Plans for any construction of Improvements must include the following:

- i) All floor plans;
- ii) Exterior elevations (all sides) clearly showing proposed style and design and all proposed exterior materials including roofing;
- iii) Site plan clearly showing the location of the home and all Improvements including walkways, fences and drainage control;
- iv) Landscape plans and sprinkler system on all sides of proposed Improvements up to the property lines;
- v) Colors of materials for all exterior surfaces, including roofing;
- vi) Any other information requested by the ACC.
- vii) A refuse container and portable toilet are required when construction begins. Contractor is responsible for cleaning the site of construction debris often and servicing the toilet weekly.

BASIS OF APPROVAL. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the Declaration. The ACC may apply both objective and subjective criteria in the exercise of its judgment so as to ensure a uniform and reasonably high standard of aesthetically pleasing results for the property and improvements. Approval of plans shall be in the ACC's sole discretion. No disapproval shall prejudice any applicant from revising and resubmitting plans and specifications for any contemplated improvement.

Upon approval of any applicable plans and specifications, the ACC shall return to the applicant the plans and specifications with the notation "Approved" thereon, which the Owner shall maintain in his or her files for review and reference upon request by the ACC. No changes or deviations in or from the approved plans and specifications relating to the exterior of the proposed Improvements shall be made without the written approval of the ACC. The ACC shall also be entitled to inspect the site from time to time to ensure compliance with the plans and specifications.

The ACC shall respond to the Owner within fifteen (15) calendar days after receipt of the plans and all other requested information. Failure by the ACC to deliver approval of any submitted plans shall not be construed as approval of the plans. The Owner is obligated to obtain the approval or endorsement of the ACC on any final plans prior to beginning the construction of any Improvement. In the event the ACC fails or refuses to act within a reasonable time not to exceed thirty (30) days, the Owner may petition the Home Owners Association Board to review the appropriately submitted Plans to obtain an approval endorsement and the authority to proceed with the construction of any Improvements.

Under no circumstances shall the slab for any Improvements be poured before the ACC receives proof satisfactory to it that the Improvements are within the setback requirements required for the Lot and as represented on the site plan as approved.

The failure of the ACC to act shall not be construed as a waiver of any of the restrictions of this Declaration and the ACC may take any action necessary to enforce same.

NO RESPONSIBILITY. Neither the Association nor the ACC shall be responsible for any structural defects shown in any plans or specifications or in any building or structure erected, nor shall they be liable for damages to anyone submitting plans for approval or to any Owner of a Lot subject to this Declaration by reason of a mistake in judgment, negligence, nonfeasance or otherwise. Each Owner, by taking title to a Lot, waives any claims for such damages. By reviewing and approving plans and specifications for compliance with the provisions of this Declaration, neither the Association nor the ACC warrants or represents that any submitted plans are structurally sound, comply with any government codes or restrictions, or are without defects. The ACC and Association disclaim any implied warranties, including but not limited to, workmanship, merchantability, habitability or any other warranty of any plans reviewed or approved. Furthermore, the inspection of the Improvements from time to time by the Home Owners Association or the ACC shall not be construed as approval by the ACC that the Improvements are being constructed in accordance with the plans and specifications.

HOMEOWNER'S ASSOCIATION

STANDBY PROPERTY OWNER ASSOCIATION.

- (a) At any time the Property Owner / Homeowner's Association contemplated by these restrictions does not exist, the owners of not less than two-thirds of the Lots may join together to incorporate and organize a Texas non-profit corporation to serve as the Property Owner Association for the Addition. The Developer will carry out the duties as if the homeowner's association has been organized until two-thirds of the Lots have sold. All rules will apply for this interim period of time. The Developers will be the Manager of HIGH POINT Estates, but may allow the board of Directors to organize the Association earlier than the ownership restriction that applies.
- (b) The board of Directors of the Association shall be not less than three (3) nor more than five (5) in number. The initial Board of Directors pursuant to the Articles of Incorporation shall have three (3) members composed of the Developers and one (1) other Property Owner as assigned by the Developers who shall commence to serve at the time of recordation of this Declaration and shall serve until the Developer either removes any such initial Director or two-thirds of the Lots are sold and the organization of a Texas non-profit corporation is organized through the office of the Secretary of State to serve as the Homeowner's Association at which time the Board of Directors will be voted in at the first meeting of the Members of the Association.
- (c) Upon the incorporation and organization of the Property Owner Association, every Lot owner in the Addition shall be a member of the Property Owner Association, and shall have the number of votes equal to the number of Lots owned by such Owner on all matters upon which members of the Property Owner Association are entitled to vote. The voting rights of any Member shall be automatically suspended during any period in which such Member shall be delinquent in the payment of dues or assessments due the Association, and during any such period in which the ACC or the Board has initiated an action to correct a violation of this Declaration or Association Rules and such violation has not been corrected. Dues shall be set by the Property Owners Association Board but it is contemplated that they will be no less than \$100.00 per year.

- (d) The primary purpose of the Property Owner Association shall be the enforcement of these restrictions and activities incidental thereto, together with the maintenance of all common areas.
- (e) The Association may from time to time levy assessments against the Lots for the purpose of raising funds to pay the costs and expenses incident to incorporation, organization, operation and dissolution of the Property Owner Association and the enforcement of these restrictions, including but not limited to litigation expenses, court costs and attorney fees. The judgment of the Property Owner Association in the Assessment and expenditure of such funds shall be final so long as such judgment is exercised in good faith.
- (f) In the event the Property Owner Association recovers money in connection with an action to enforce these restrictions or otherwise becomes the owner of funds which are, in the opinion of the board of directors of the Property Owner Association, in excess of the funds necessary to fund the incorporation, organization, operation and dissolution of the Property and enforcement of these restrictions, including reasonable reserves for future expenses, the Property Owner Association may use such excess funds for improvements for the common benefit of all Lot Owners.
- (g) By the acceptance of title to any Lot, each Lot Owner for himself and his heirs and assigns agrees that assessments by the Property Owner Association are secured by the vendor's lien upon his Lot. Such lien shall be superior to any homestead rights of the Lot owner. Such lien is subordinate and inferior only to:
 - (1) the lien for ad valorem taxes;
 - (2) liens securing purchase money loans for the Lot;
 - (3) liens securing indebtedness incurred to pay for improvements to the Lot; and
 - (4) extensions and renewal of the above liens.

DUTIES OF THE ASSOCIATION
DUTIES OF AN OWNER
POWERS RESERVED TO THE DEVELOPER

DUTIES OF THE ASSOCIATION.

The Property Owners Association, acting by and through its board of Directors, shall be responsible for the proper and efficient management and operation of the Common Areas shown on the Final Plat. The Association shall be responsible for:

- a. operating, maintaining and rebuilding, if necessary, entrance signage, street signs, rock walls, landscaping, lawn sprinkler system, fence, street lighting, retaining walls(if any), and other Common Area improvements originally constructed by the Developer or thereafter constructed by the Association;

- b. insuring all improvements which the Association is obligated to maintain against damage by fire or other insurable casualty with such company and with such limits as the Association deems appropriate;
- c. purchasing all goods, supplies, labor and services reasonably necessary for the performance of the obligations set forth herein;
- d. enforcing the provisions of this Declaration;
- e. establishing and maintaining such cash reserves as the Association deems reasonably necessary for the maintenance, repair and replacement of any portion of the Common Areas for which it is responsible to maintain and for unforeseen contingencies;
- f. providing and paying for all utility services to the Common Areas;
- g. the establishing, repairing, constructing, maintaining and cleaning of all drainage areas on Common Areas or easements retained by the Developer or the Association with respect to the Property;
- h. entering into such agreements and taking such actions as are reasonably necessary and convenient for the accomplishment of the obligations set forth above and elsewhere in this Declaration, and the operation and maintenance of the property as a first class residential subdivision;
- I. the Association shall have the authority, from time to time, to make reasonable rules and regulations regarding the use and enjoyment of the Common Areas, including the Park Area, which are not inconsistent with this Declaration, which rules and regulations shall be binding upon all Owners.
- j. any owner may, at any reasonable time and upon reasonable notice to the board or developer cause an audit or inspection to be made of the books and financial records of the Association.
- k. Insuring against all liability claims.

Notwithstanding anything in this Declaration to the contrary, in the event the need for maintenance, repairs or replacements required to be performed by the Association shall be caused by the negligent or tortuous acts or neglect of an Owner, a member of an Owner's family, or an Owner's agent, employee, invitee, licensee or tenant, then such Owner shall be responsible for all of such damage. Furthermore, notwithstanding anything in this Declaration to the contrary, the Association shall not be liable to any Owner for any delay in the completion of any repair, restoration, replacement or maintenance due to causes beyond the reasonable control of the Association, its contractors or subcontractors. Specifically, the Association shall not be liable for delay occasioned by weather, shortage or unavailability of materials and strikes or work stoppages.

DUTIES OF OWNERS.

Each Owner shall be responsible for the upkeep and maintenance of all Improvements and landscaping upon and abutting each Owner's Lot. The repair, replacement and maintenance required to be performed by the Owner upon those areas which are exposed to public view shall be done in a manner consistent with the first-class character of the Development and the intended development thereof and shall be subject to the control and supervision of the Association. In the event an Owner fails to perform the required maintenance or landscaping within thirty (30) days after written notice from the Association specifying the nature thereof, the Association may, but shall not be obligated to, enter upon or adjacent to such Owner's Lot to perform such maintenance for and on behalf of the Owner, and the cost thereof shall be a Special Expense assessed against such Owner.

POWERS RESERVED TO THE DEVELOPER

- a. The developer reserves the right to make such changes in the boundaries and designations of Lots not sold to others, in any easement upon any unsold Lot and in the Common Area, as the Developer deems advisable, provided that any such changes shall not have a material adverse effect upon the boundaries or the beneficial use and enjoyment of any Lot then owned by Owners other than the Developer.
- b. Right of Variance. So long as the Developer controls a majority of the votes of the Association, the Developer reserves unto itself, its successors and assigns, the right and power to vary any restriction contained herein when, in the sole judgment of the Developer, such variance will relieve any undue hardship or will otherwise be deemed to be in the best interests of the restrictive than the original restriction which is varied or changed, and provided further that such variance or change shall be reduced to writing and filed of record in Hopkins County, Texas, as an amendment to this Declaration without the necessity of the concurrence of any other Lot Owner.

IN WITNESS WHEREOF, the Developer / Owner has duly executed this Declaration this _____ day of June _____, 2011.



JAMES L. MASTERS, IV



MICHAEL C. MOORE

STATE OF TEXAS

COUNTY OF HOPKINS

This instrument was acknowledged before me on _____, 2011,
by JAMES L. MASTERS, IV as Owner / Developer of HIGH POINT Estates.

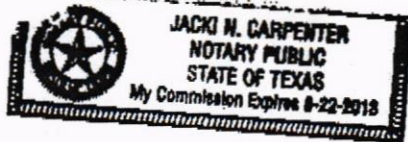
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HOPKINS

This instrument was acknowledged before me on Aug. 22nd, 2011,
by MICHAEL C. MOORE as Owner / Developer of HIGH POINT Estates.

Jacki H. Carpenter
Notary Public, State of Texas



IRREVOCABLE LETTER OF CREDIT

Borrower: KIM MOORE
8369 TEXAS HIGHWAY 154 S
SULPHUR SPRINGS, TX 75482-8324

Lender: Alliance Bank
Main Branch
100 West Jefferson Street, PO Box 500
Sulphur Springs, TX 75483

Beneficiary: HOPKINS COUNTY
PO BOX 288
SULPHUR SPRINGS, TX 75483

NO.: 100099

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 07-11-2018 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Nine Thousand Six Hundred & 00/100 Dollars (\$9,600.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Alliance Bank IRREVOCABLE LETTER OF CREDIT NO. 100099 DATED 07-11-2017," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 100099

Page 2

Dated: July 11, 2017

LENDER:

ALLIANCE BANK

By: 
Keith Shurtleff, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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PLAT OF HIGH POINT ESTATES PHASE II

PLAT SHOWING A SUBDIVISION OF A CALLED 22.63 ACRE TRACT
IN THE MARIA J. DE LOS SANTOS COW SURVEY, ABSTRACT NO. 146,
HOPKINS COUNTY, TEXAS.

OWNERS CERTIFICATE

We, Michael C. Moore, and wife Kimberly K. Moore, and James L. Masters, IV, do hereby certify that we are the owners of the 22.63 acre tract situated in Hopkins County, Texas, and described herein, and except this plat of said tract and do hereby dedicate to the public for public use the streets, ditches, easements and rights of ways as shown herein.

Michael C. Moore

Kimberly K. Moore

James L. Masters, IV

STATE OF TEXAS
COUNTY OF HOPKINS

This instrument was acknowledged before me, a Notary Public, by Michael C. Moore in the capacity above stated, on this _____ day of _____, 2017.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HOPKINS

This instrument was acknowledged before me, a Notary Public, by Kimberly K. Moore in the capacity above stated, on this _____ day of _____, 2017.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HOPKINS

This instrument was acknowledged before me, a Notary Public, by James L. Masters, IV in the capacity above stated, on this _____ day of _____, 2017.

Notary Public, State of Texas

BOUNDARY DESCRIPTION

All half sections 22.63 acre tract, tract or portion of tract situated in Hopkins County, Texas, and being part of a certain 22.63 acre tract described as follows: a 1/2 section 22.63 acre tract, the same being a tract from C. Moore and wife, Kimberly K. Moore, and James L. Masters, IV, an abstract number 146, in the Maria J. de los Santos Cow Survey, Hopkins County, Texas, (P.23.61.C.1) a distance of 744.48 feet to a 1/2 section 22.63 acre tract being described by metes and bounds as follows:

Beginning at a 1/2 acre red oak stand adjacent location 15.22 feet north of the corner of the lot 21.20 acre tract, in Volume 8, Page 205, Plat Hopkins, Hopkins County, Texas, and on the south line of a certain 17.00 acre tract described in a plat of Survey Hopkins County, Texas, as recorded in Abstract No. 154, recorded in the Public Record Office of Hopkins County, Texas, as recorded in Abstract No. 154.

Thence S 82°07'19" E along the east line of said 22.63 acre tract and the north line of said 17.00 acre tract, a total distance of 22.63 feet to a point on the east line of said 22.63 acre tract described by a point on the east line of said 22.63 acre tract, in Volume 8, Page 205, Plat Hopkins, Hopkins County, Texas, as recorded in Abstract No. 154, recorded in the Public Record Office of Hopkins County, Texas, as recorded in Abstract No. 154.

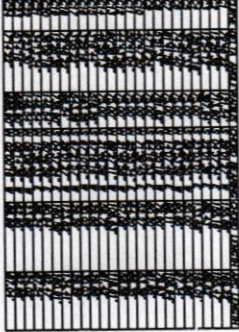
Thence S 02°07'19" E along the east line of said 22.63 acre tract and the north line of said 17.00 acre tract, a total distance of 22.63 feet to a point on the east line of said 22.63 acre tract, in Volume 8, Page 205, Plat Hopkins, Hopkins County, Texas, as recorded in Abstract No. 154, recorded in the Public Record Office of Hopkins County, Texas, as recorded in Abstract No. 154.

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THENCE S 79°07'21" E along the westerly north line of said 33.50 acre tract, a distance of 22.63 feet to a point on the east line of said 22.63 acre tract, in Volume 8, Page 205, Plat Hopkins, Hopkins County, Texas, as recorded in Abstract No. 154, recorded in the Public Record Office of Hopkins County, Texas, as recorded in Abstract No. 154.

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NOTE: All report data are derived from the survey as shown on the plat and are not intended to be used for any other purpose. The survey was conducted under the supervision of the undersigned, a Licensed Professional Land Surveyor, State of Texas, do hereby certify that the plat herein represents an accurate survey made on the ground on March 10th, 2017, and that the same is a true and correct copy of the original as shown on the ground. The survey was conducted in accordance with the provisions of the Surveying Act, Chapter 131, Article 1601, Texas Civil Statutes, and the rules and regulations of the Board of Professional Land Surveyors, State of Texas. The survey is being provided solely for the use of the current parties and that no reliance should be placed thereon. To copy this survey except on a necessary basis in connection with the original instrument.

STEPHEN A. HUDSON, P.L.S., No. 4980
Date: 06/14/2017

STATE OF TEXAS
COUNTY OF HOPKINS
This instrument was acknowledged before me, a Notary Public, on this 14th day of June, 2017, by Stephen A. Hudson.

Notary Public, State of Texas

LEGEND
Overhead Powerline
Barred Dashed Line
1/2" Iron Rod Set in Concrete
Surveyed
Stamped Landmark
1/2" Iron Rod Found
Stamped
Stamped
Found
Out in Book

LANDMARK
161 Bullhead Road, Suite 11
Wichita, KS 67203
Phone: 316-625-5100 Fax: 316-625-9955
Email: info@landmark.com
License No. 10021400

SUBDIVISION: HIGH POINT
ESTATES
DRAWN BY: T.M.
SHEET: 1 OF 1
DATE: 06/14/2017
REVISIONS: