

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2022-00016704

As

Recorded On: 09/07/2022 01:47 PM Recordings - Land

Parties: OWNERS PITTMAN ISLE PROPERTY

To: PUBLIC THE

Number of Pages: 16 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 82.00

File Information:

Document Number: 2022-00016704

Receipt Number: 2022-17895

Recorded Date/Time: 09/07/2022 01:47 PM

Recorded By: Sonia Gonzalez

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright".

County Clerk
Henderson County, Texas

Record and Return To:

SUPERIOR ABSTRACT & TITLE, LLC
8240 PRESTON RD STE 250

PLANO, TX 750242313



**Declaration of Restrictive Covenants of
the Pittman Isle Subdivision**

This Declaration of Restrictive Covenants of Pittman Isle Subdivision (this "Declaration") is made by **SPRING MOUNTAIN RE, LLC**, a Texas limited liability company ("Declarant"), having an address at 750 N Saint Paul St Ste 250 PMB 63074 Dallas Texas 75201.

R E C I T A L S

WHEREAS, Declarant is the owner of certain real property located in Henderson County, Texas, as more particularly described on **Exhibit A**, attached (the "Property").

WHEREAS, Declarant desires to create a uniform plan for the development, improvement and sale of the Property, to create certain easements within and upon the Property, and to act as the "Declarant" for all purposes under this Declaration.

WHEREAS, the recording of this Declaration in the real property records of Henderson County, Texas shall serve as notice that the Property is, and shall be, subject to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared that: (i) the Property will be held, sold, conveyed, used and occupied subject to the following covenants, conditions and restrictions, which will run with the Property and will be binding upon all parties, their heirs, successors and assigns, having right, title or interest in or to the Property or any part thereof, and will inure to the benefit of each owner thereof; and (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined herein) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Property becoming subject to this Declaration are hereby incorporated into this Declaration as if fully set forth herein and will be construed as adopted in every contract, deed or conveyance of the Property; (iii) each contract or deed conveying any portion of the Property will conclusively be held to have been executed, delivered and accepted subject to this Declaration, regardless of whether the same is set out in full or by reference in said contract or deed.

**ARTICLE I
Definitions**

Unless the context otherwise specifies or requires, initially capitalized terms used in this Declaration will have the meanings set forth below:

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

“Board” means the Board of Directors of the Property Owners Association.

“Bylaws” means the Bylaws of the Property Owners Association adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body, including, without limitation, Common Area 1, Common Area 2, and Common Area 3, each as set forth on the Plat. Declarant will convey the Common Area to the Property Owners Association.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means SPRING MOUNTAIN RE, LLC, a Texas limited liability company, its successors and permitted assigns. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by recording an instrument in the real property records of Henderson County, Texas, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Declaration to any person.

“Dedictory Instruments” means this Declaration, the Bylaws, the Rules and Regulations, and standards of the ACC, as amended.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot. Each lot must designate 1 owner for voting.

“Plat” means the Plat of the Property recorded in Instrument # 2022-00009816 Cab # Slide 63 of the real property records of Henderson County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Property Owner’s Association” means Pittman Isle Property Owners Association, a Texas nonprofit association, which is an unincorporated association formed for the purpose of administering this Declaration in accordance with the terms of the Bylaws and the Rules.

“Renting” means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

“Rules and Regulations” means the rules and regulations for the Property Owners Association adopted by the Board from time to time.

“Short Term Renting” means Renting for a period of time less than seven (7) days.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“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.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

ARTICLE II Clauses and Covenants

2.1. Imposition of Covenants

A. Declarant imposes the Covenants 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 Covenants.

B. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

C. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

2.2. Plat and Easements

A. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

B. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

C. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

D. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

2.3. Use and Activities

A. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use, including Short Term Renting in compliance with applicable law and the Rules and Regulations.

B. *Prohibited Activities.* Prohibited activities are—

- i. any activity that is otherwise prohibited by the Dedicatory Instruments;
- ii. any illegal activity;
- iii. any nuisance, noxious, or offensive activity;
- iv. any dumping of rubbish;
- v. any storage of—
 1. building materials except during the construction or renovation of a Residence or a Structure;
 2. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway, with landscape screening from Mary Court; or
 3. unsightly objects unless completely shielded by a Structure or landscape screening;
- vi. any exploration for or extraction of minerals;
- vii. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, confined to a fenced yard or within the Residence;
- viii. any commercial or professional activity except reasonable home office use;
- ix. the Renting of a portion of a Residence or Structure, except for Short Term Renting or as otherwise approved in writing by the Board;
- x. the drying of clothes in a manner that is visible from any street;
- xi. the display of any sign except—
 1. one not more than five square feet, advertising the Lot for sale or rent; and
 2. political signage not prohibited by law or the Dedicatory Instruments;

- xii. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- xiii. moving a previously constructed house onto a Lot;
- xiv. interfering with a drainage pattern without ACC approval;
- xv. hunting and shooting; and
- xvi. occupying a Structure that does not comply with the construction standards of a Residence.

2.4. Construction and Maintenance Standards

A. Lots

- i. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- ii. *Subdivision Prohibited.* No Lot may be further subdivided.
- iii. *Easements.* No easement in a Lot may be granted without ACC approval.
- iv. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Grass must be stabilized per TCEQ erosion standards on lots prior to home construction.

B. Residences and Structures

- i. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC. Also encouraged is diversity of architectural styles through variances of materials and hip/gable roofs, roof pitch, building offsets, and other architectural elements. Each Structure on a Lot which is not a Residence should complement the Residence on such Lot. No pre-fabricated housing, modular homes or mobile homes shall be permitted in the Subdivision.
- ii. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, including garages, must not be visible from any street.
- iii. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure, The garage door must not be visible from any street. This can be achieved by facing the side yard, or with landscape screening.

- iv. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.
- v. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- vi. *Landscaping.* Landscaping must be installed within 30 days after occupancy. The minimum landscaping is specified in the standards of the ACC.
- vii. *Home Size.* Homes must be 4,000 sq ft or larger, inclusive of all air-conditioned spaces.
- vii. *Fencing.* Privacy fencing is limited to 6 feet in height; installed no closer than the lakeside edge of the house corner; installed no closer than 40 feet from the front property line. Rear fencing is limited to 4 feet in height and Wrought Iron style. Front fencing is limited to 6 feet in height and Wrought Iron style. Iron and/or masonry posts are allowed.

C. *Building Materials for Residences and Structures*

- i. *Materials.* All building materials for Residences and Structures must be high-quality and, unless otherwise approved by the ACC, new.
- ii. *Roofs.* Only composition, tile, or metal roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.
- iii. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- iv. *Colors.* A coordinated palette of complimentary colors should be used, rather than competing colors. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- v. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock. Driveways shall be located no closer than three feet from the side property line of a Lot.

- vi. *Lot Identification.* Lot address numbers and name identification will be issued by the ACC.

2.5. Property Owners Association

A. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

B. *Rules and Regulations.* The Board may adopt Rules and Regulations that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any Rules and Regulations.

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

- i. *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.
- ii. *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 when all lots are sold.

2.6. ACC

A. *Establishment*

- i. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- ii. *Members.* The ACC consists of at least three persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- iii. *Term.* ACC members serve until replaced by the Board or they resign.
- iv. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

B. *Plan Review*

- i. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require. The ACC shall engage the following architecture firm for the review of submittals:

Hub City Productions
 800 Exposition Ave. #1
 Dallas, Texas 75226
 Attn: Robert Romano
 Phone: (214) 821-8242
 E-mail: hubcity@flash.net

ii. *Procedures*

1. *Complete Submission.* Within 15 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
2. *Fees.* The initial schedule of fees for review of submissions shall be:

Initial Submission:	\$750.00
Resubmittals:	\$250.00

- iii. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner, in each case within 10 days after the ACC's action. The Board shall determine the appeal within 15 days after timely notice of appeal is given. The determination by the Board is final.
- iv. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

- v. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

2.7. Assessments

A. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

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

C. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby 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.

D. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant. Upon the conveyance of a Lot by Declarant, the assignee shall pay the prorated Assessments for the then-current billing period (e.g.; if Declarant conveys a Lot on July 20, the Lot becomes subject to Assessments on such date and the assignee shall pay a prorated portion of the monthly Regular Assessment for the month of July for the number of days on and after the date of conveyance, being 12 of 31 total days in July).

E. *Regular Assessments*

- i. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$1,250.00 per Lot per annum.
- ii. *Changes to Regular Assessments.* 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.
- iii. *Collections.* Regular Assessments will be collected monthly, in 12 equal installments payable on the tenth day of the month and on the same day of each succeeding month, provided that the first installment shall be payable as set forth in Section 2.7.D, above.

F. *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 Area 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.

G. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

H. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

I. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners 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.

J. *Delinquent Assessments.* Any Assessment not paid within 10 days after it is due is delinquent.

2.8. Remedial Rights

A. *Late Charges and Interest.* A late charge of five percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 12 percent per year or, if lower, the maximum rate permitted by applicable laws. The Board may change the late charge and the interest rate.

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

C. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

D. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

E. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

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

2.9. Common Area

A. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- i. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- ii. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- iii. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- iv. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Bylaws.

B. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

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

2.10. General Provisions

A. *Term.* This Declaration runs with the land and is binding in perpetuity.

B. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

C. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

D. *Amendment.* This Declaration may be amended at any time by vote of sixty-seven percent (67%) of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

E. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

F. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.


G. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

H. *Annexation of Additional Property.* On written approval of the Board and not less than sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

[SIGNATURE ON THE FOLLOWING PAGE]

EXECUTED to be effective on the date this Declaration is recorded in the real property records of Henderson County, Texas.

SPRING MOUNTAIN RE, LLC,
a Texas limited liability company

By 
Doug Galloway - Manager

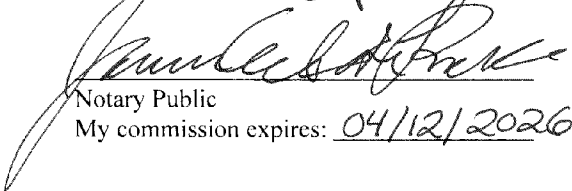
STATE OF TEXAS

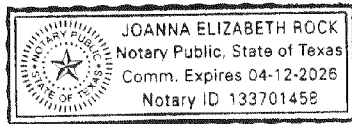
COUNTY OF Collin

Before me, Joanna E. Rock, on this day personally appeared Doug Galloway, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Spring Mountain RE, LLC, a Texas limited liability company, as its Managing Partner for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of September 2022.

[SEAL]


Notary Public
My commission expires: 04/12/2026

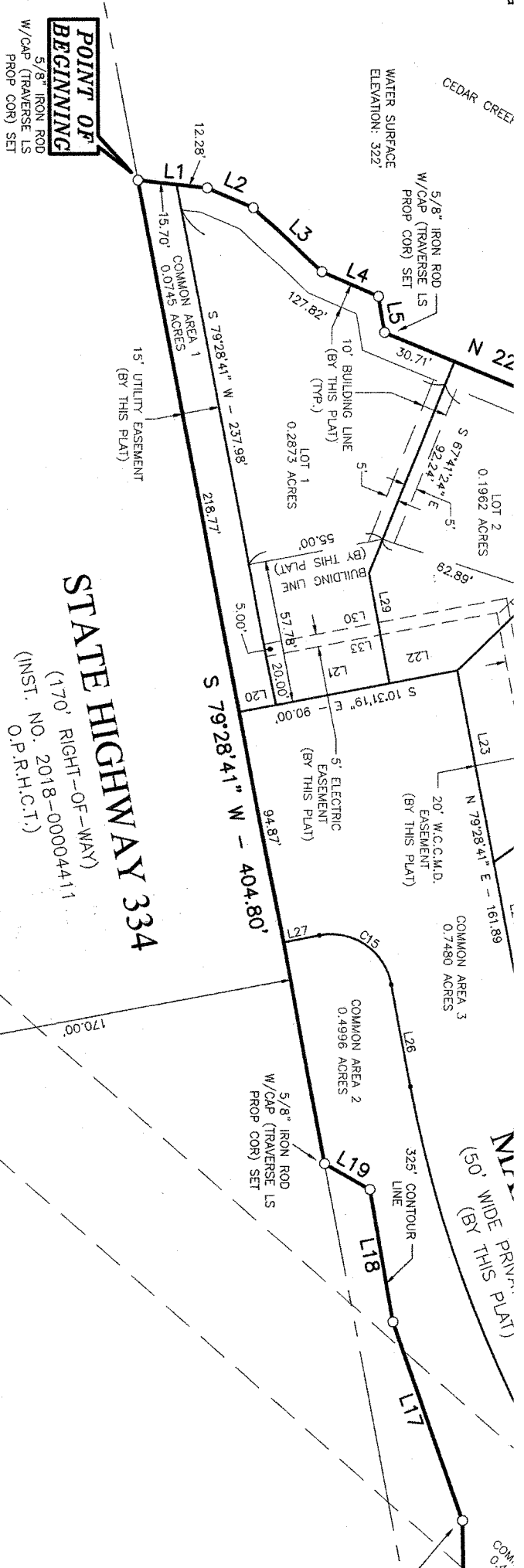


ARRIVED FROM GPS OBSERVATIONS USING THE NATIONAL
RTK Network and adjusted to surface using a
surface scale factor of 1.00006

LEGEND	
---	BOUNDARY LINE
---	ADJOINER BOUNDARY LINE
○	SET IRON ROD (AS NOTED)
○	5/8" IRON ROD W/CAP (TRAVERSE LS PROP COR) SET
●	FOUND IRON ROD (AS NOTED)
⊗	"X" CUT FOUND
⊗	"X" CUT SET
(CM)	CONTROL MONUMENT
W.C.M.D.	WEST CEDAR CREEK MUNICIPAL DISTRICT
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS HENDERSON COUNTY, TEXAS

ELECTRIC EASEMENT LINE TABLE		
No.	Bearing	Distance.
L30	N 10°31'19" W	100.00'
L31	N 79°28'41" E	186.89'
L32	S 79°28'41" W	181.89'
L33	S 10°31'19" E	95.00'

- GENERAL NOTES**
1. The purpose of this plat is to create Lots 1-11 from a deed.
 2. Lot to lot drainage is not permitted without Engineering Section approval.
 3. No portion of the subject property shown hereon lies within the 100 year flood hazard area according to the Flood Insurance Rate Map, Community Panel No. 48213C00060E, dated April 5, 2021. The subject property is located in the area designated as Zone "X", (areas determined to be outside the 0.2% annual chance floodplain).
 4. Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law and is subject to fines and withholdings of utilities and building permits.
 5. All lots corners shall be 5/8" Iron Rod w/Traverse LS caps.



INTERIOR LOTS LINE TABLE					
No.	Bearing	Distance.	No.	Bearing	Distance.
L20	N 10°31'19" W	15.00'	L25	S 79°28'41" W	19.95'
L21	N 10°31'19" W	47.00'	L26	N 79°28'41" E	42.02'
L22	N 10°31'19" W	28.00'	L27	N 10°31'19" W	15.00'
L23	S 79°28'41" W	78.86'	L28	N 04°54'14" E	48.77'
L24	S 79°28'41" W	63.08'	L29	N 79°28'41" E	45.38'

OWNER/DEVELOPER
 Name: SPRING MOUNTAIN RE LLC
 Address: 2560 Technology Drive, Suite 100
 Plano, Texas 75074
 Contact Name: Doug Galloway
 Phone: 512-698-9494

SURVEYOR
 Name: Trav
 Address: 14
 Dallas, Texe
 Contact Nar
 Phone: 469-

TOM FINLEY PARK
(UNKNOWN OWNER)

EXISTING R.O.W.

- with cap stamped "Traverse LS Prop Cor" set for corner,
- 11) South 69 degrees 24 minutes 56 seconds East, a distance of 60.29 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 12) South 55 degrees 05 minutes 12 seconds East, a distance of 42.37 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 13) South 58 degrees 06 minutes 48 seconds East, a distance of 34.19 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 14) South 36 degrees 23 minutes 41 seconds East, a distance of 17.89 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 15) South 66 degrees 38 minutes 42 seconds East, a distance of 57.81 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 16) South 06 degrees 37 minutes 02 seconds East, a distance of 28.52 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 17) South 14 degrees 48 minutes 01 seconds West, a distance of 40.25 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 18) South 46 degrees 05 minutes 55 seconds West, a distance of 64.23 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 19) South 20 degrees 45 minutes 13 seconds West, a distance of 32.81 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 20) South 11 degrees 28 minutes 35 seconds East, a distance of 16.66 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 21) South 51 degrees 55 minutes 16 seconds West, a distance of 23.49 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 22) South 89 degrees 13 minutes 27 seconds West, a distance of 58.44 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 23) South 70 degrees 56 minutes 03 seconds West, a distance of 85.21 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 24) South 80 degrees 12 minutes 48 seconds West, a distance of 54.32 feet to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set for corner,
- 25) South 29 degrees 53 minutes 21 seconds West, a distance of 21.11 feet to a to a 5/8 inch iron rod with cap stamped "Traverse LS Prop Cor" set on the southeast corner of said SPRING MOUNTAIN tract, and on the north right-of-way line of said State Highway 334,

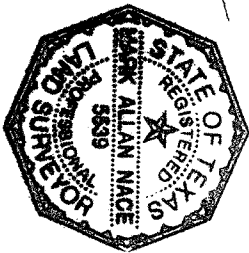
THENCE, South 79 degrees 28 minutes 41 seconds West, along the common south line of said SPRING MOUNTAIN tract, and the north right-of-way line of said State Highway 334, a distance of 404.80 feet to the **POINT OF BEGINNING** and containing 4.380 acres (190,786 square feet) of land, more or less.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, MARK ALLAN NACE, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the subdivision ordinance of the City of Allen, Texas.

Mark A. Nace
 MARK ALLAN NACE
 Registered Professional Land Surveyor
 Texas Registration No. 5539

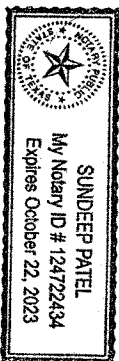


Date: May 5, 2022

State Of Texas §
 County Of Dallas §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Mark A. Nace, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this 5th day of May 2022
Sundeep Patel
 Notary Public in and for the State of Texas



OWNER/DIVE
 Name: SPRING
 Address: 2560
 Plano, Texas 75
 Contact Name:
 Phone: 512-69

SURVEYOR
 Name: Travers
 Address: 1420
 Dallas, Texas
 Contact Name:
 Phone: 469-78