

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SPRINGFIELD LAKES**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF ELLIS

WHEREAS, Bethany/Springfield, LTD, hereinafter called the Declarant, is the owner of all that certain real property located in Ellis County, Texas, described as Springfield Lakes and being all the land described in Exhibit "A" attached hereto.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of insuring proper use and appropriate development and improvement of each building site thereof; to protect the Owners of Lots against such improper use of surrounding lots as will depreciate the value of their Lots; to insure adequate and reasonable development of the Property; to encourage the erection of attractive improvement thereon, with the appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements on the Property; and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

"ACC" shall mean the Architectural Control Committee appointed by the Board.

"Assessments" shall mean and refer to the regular annual assessments and/or the special assessments.

"Association" shall mean and refer to Springfield Lakes Homeowners Association, Inc., a Texas nonprofit Corporation, its successors and assigns.

"Board" shall mean Board of Directors.

"Common Area" shall mean and refer to all real property (including screening wall, entryways,

landscaping, irrigation, easements and all improvements associated therewith) owned or held by the Association for the common use and enjoyment of the Owners.

"Declarant" shall refer to Bethany/Springfield, LTD, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

"Homeowner" shall refer to the record owner, whether one or more persons or entities, after title is conveyed by Declarant or Declarant's homebuilder to such homeowner.

"Lessee" shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner's home.

"Lot" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in the Plat Records of Ellis County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

"Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE TWO ARCHITECTURAL CONTROL

Architectural Control Committee

The Board of Directors shall designate and appoint an Architectural Control Committee ("ACC") consisting of not less than two qualified persons, which committee shall serve at the pleasure of the Board of Directors.

Approval of Plans and Specifications

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping on any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 30 days following such submissions, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE EXTERIOR MAINTENANCE

In the event that an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant, the Architectural Control Committee, or the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE FOUR USE RESTRICTIONS

Residential Zoned Property Use

All Lots shall be used, and all improvements thereon occupied, for single family purposes only.

Structural Restrictions

One hundred percent (100%) of the front elevation shall be masonry, measured to the upper most plate line; exclusive of windows, doors, entry walls, covered porches, architectural projections and accents and area above first floor roofs. The side and rear elevations shall be a minimum of eighty-five percent (85%) masonry. Masonry shall be defined as brick or stone placed in individual units. Stucco may be permitted only upon approval by ACC. The total floor area of the main structure, exclusive of porches, garages, patios, terraces and breezeways shall be not less than 2,200 square feet. The width of the main structure shall be in harmony with the other dwellings in the addition.

No dwelling or residence or any other structure shall be constructed of more than two stories in height without the express permission of the Architectural Committee. Storage sheds may be permitted by permission of the ACC and must comply with the building set back requirements according to Final Plat., must have matching shingles of home, must have been painted the matching or complimentary colors of home siding or trim, and must not exceed a height of ten feet.

Each dwelling or residence shall provide an attached garage structure with space for a minimum of two cars. All garages shall be "J" type, front swing, rear swing or traditional side entry. A single car or two car garage may face the front of the street provided that an additional two car garage of "J" type, front, swing, rear swing or traditional side entry shall be constructed. Said single car or

two car garage must be set back off the front elevation and can be either attached or detached, and the garage door(s) must be stained cedar or its equivalent.

Temporary Structures

The undersigned Declarant, or any other person or company engaged in the construction of improvements may maintain on the Property temporary construction offices, and such construction office to be promptly removed upon the completion of home(s) or model home(s) constructed upon Property. Except for such temporary construction office, no temporary structure of any kind shall be erected or placed upon any Lot (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment may be placed on a lot only in places to minimize visibility from any street on which the lot fronts. In no instance shall more than one dwelling or residence be erected.

Building Line

All dwellings or residences built upon any Lot shall face the road or street upon which the Lot faces, as the Lot is platted, and no portion of any structure shall be nearer to the road or street property line of the Lot than a minimum of fifty feet (50') and a maximum of eighty feet (80'). No structure of any kind shall nearer that twenty feet (20') from the rear property line or fifteen feet (15') from the side property line.

Nuisances

No boats, trailers, campers, or inoperable automobiles will be left on the street or side yard within view of the street, such vehicles must be parked in a garage or out of public view. No truck with tonnage in excess of one ton and no vehicle with painted advertisements shall be permitted to park overnight on the street within the addition at any time. No vehicle shall be parked along the street for a period exceeding one week. No noxious or offensive activity of any kind whatsoever shall be carried on upon the Property, not shall there be permitted any act thereon that may be or become an annoyance or nuisance to owners of Lots within the addition.

Fences

Only a walnut oil base (Sherwin Williams) stained cedar fence (with steel poles) or such fence approved by ACC shall be erected on the Property. No fence shall be erected forward of the front building line on the Property. No fence shall exceed eight feet (8') in height.

Service Facilities

All clotheslines or service facilities must be enclosed within walls, fences or landscaping so as not to be visible from the outside of the Lot.

Pets

No animal or fowl of any kind shall be raised, kept or quartered on any portion the property except pets of the kind and number typical of household pets. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, geese, pigeons, and guinea fowl are expressly prohibited.

Easements

All easements shown on the Plat for the purpose of installing and maintaining public utilities and all easements hereafter granted for such purposes by the Declarant shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

Signs

No signs for advertising purposes shall be displayed to the public view, by Owners or Builders, excepting only signs of customary dimensions (3' x 4' maximum) advertising said Property, or portions thereof, for sale. Builders of Springfield Lakes shall be allowed to erect a sign not to exceed 12' x 16' at or near the model home location.

Roofs

The roof pitch of any structure shall be 8 foot x 12 foot minimum and 12 foot x 15 foot maximum. Any deviation from the maximum must be approved by the Architectural Committee. Treated wood shingle, slate, rigid tile material or 20 year particle composition or its equivalent shall be used as the roofing material on all structures.

Garbage - Weeds

Except for garbage pick-up days, all garbage containers shall be placed so as not to be visible from the street. The Property shall not be used as a dumping ground for rubbish, trash, garbage or wastes. All Lots must be kept free of weeds and debris. If at any time an Owner shall fail to control weeds, unsightly growth or debris on his Lot, the Declarant, the Architectural Committee, or the Association shall have the right, through its agents or employees, to enter upon said Lot and repair, maintain, mow, and otherwise restore said Lot, all at the expense of the Owner. All yards must be sodded or grassed within a reasonable time period not to exceed three months after initial conveyance of a Lot with a Dwelling thereon to an Owner other than a Builder.

Antennas and Satellite Dishes

All television antennas and other antennas and aerials shall be located inside the attic or under roof, or, in the case of a satellite dish, out of public view, unless otherwise permitted by Architectural Committee.

Landscaping

Landscaping of each Lot must be completed before the main structure is first occupied as living quarters. Each front yard of the Lot shall have installed a minimum of two trees with a minimum trunk of three inches (4") diameter and a minimum of 72 inches from the ground. All front yards must be sodded, grassed or hydro-mulched with warm weather growing grass on or before occupancy by homeowner.

Mailboxes

All mailboxes shall be enclosed by brick corresponding to each home.

Building Permits

The building Inspector of the Ellis County, Texas, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character, if such improvements do not conform to and comply with the restrictions set out herein.

Exterior Improvement Maintenance

All improvements of homes will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such home in a presentable well-kept and clean condition, as determined by the Board of Directors, in its sole and absolute discretion.

Window Treatment

No aluminum foil, newspaper, reflective film or similar treatment will be placed on windows or glass doors of a dwelling. Bed sheets and similar linens may only be used during the first 30 days after the Owner acquires title to Lot.

Athletic and Recreational Facilities

No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless such item is placed within a backyard and the item does not exceed ten feet in height. Notwithstanding the foregoing, basketball goals and any other recreational equipment designated by the ACC may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the dwelling. No such items shall be otherwise located including, without limitation, in any street.

Lighting; Exterior Holiday Decorations

Lighting and/or decorations on a Lot may not be used or placed in a manner that, in the Board of Directors' sole discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations with the interior of a dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in

commemoration or celebration of publicly observed holidays may not be displayed more than six weeks in advance of that specific holiday and must be removed within 30 days after the holiday has ended.

Lawn Decorations and Sculptures

The Owner must have the approval of the ACC to place any decorations, sculptures, fountains, flags and similar items on any portion of such Owner's Lot except the interior of the dwelling, unless (1) such item is place within a backyard completely enclosed by a fence which blocks the view of the item at ground level and (2) such item is no taller than the fence.

Drainage Alteration Prohibited

Unless approved by the ACC, no Owner will (1) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the dwelling, or (2) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot.

Burglar Bars

No burglar bars or similar attachments may be made to any dwelling at any time.

ARTICLE FIVE MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

The Association shall have voting membership and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE SIX

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments

Each homeowner of any lot conveyed by Declarant or Declarant's homebuilder to such homeowner by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties as well as for the continuing improvement and maintenance of the screening walls, entrances, signage, all landscaping and irrigation systems.

Annual Assessment

The minimum annual assessment per lot for Springfield Lakes shall be \$300 per lot.

Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common areas, including all screening walls, entrances, signage, all landscaping and irrigation systems, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of seventy-five percent (75%) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

Notice and Quorum for any Action Authorized Under Paragraphs

Written notice of any meeting called for the purpose of taking any action authorized to implement Annual Assessments or Special Assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all votes of each class of membership constitute a quorum. If the required quorum is not present, another meeting may be

called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting except as provided in the By-laws shall be held more than sixty (60) days following the preceding meeting.

Date of Commencement of Annual Assessments Due Dates

The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of any lot to a homeowner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Effect of Nonpayment of Assessments Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the hereinafter described lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the favor of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners.

Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Exempt Property

All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

In the event the Association fails to perform its specified responsibilities herein set forth or if declared nonexistent for any reason, the Declarant or his assigns shall have the right to levy special assessments against each lot owner member of the Association on a pro-rata basis for the cost of maintenance or the cost of correcting any condition for which the Association was responsible. The Declarant or his assigns, further, under the Association's default herein, assumes to the same rights of the Association to levy assessments and create liens on the property for unpaid assessments as provided herein.

ARTICLE SEVEN GENERAL PROVISIONS

Enforcement

The Board may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in the bylaws of the Association ("Bylaws"). The Bylaws do not provide for an absolute right under all circumstances to notice and/or hearing either prior to or after the imposition of sanctions. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

Fines. The Board may impose reasonable monetary fines, which shall constitute a lien on the Lot, upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.

Suspension of Voting Rights. The Board may suspend an Owner's right to vote.

Suspension of Rights to Use Common Area. The Board may suspend any person's or entity's right to use any recreational facilities within the Common Areas; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot.

Right of Self-Help. The Board may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration.

Right to Require Removal. The Board may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a

trespass.

Levy Specific Assessment. The Board may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

Lawsuit; Injunction or Damages. The Board has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

Perform Maintenance. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot or an improvement thereon, the Association may record a notice of violation in the public records of the county and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case, shall be left to the Board's sole and absolute discretion, except the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case, (i) the Association's position is not strong enough to justify taking any further action; or (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law, or (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interest, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a late time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Servability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Duration and Amendments

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Ellis County, Texas.

Headings

The headings herein are employed for convenience only and are not controlling over the content of

the provisions.

Laws of Construction

The provisions of this Declaration shall be construed by the laws of the State of Texas.

Venue

Any suit brought to enforce any provisions of this Declaration shall be maintained in the courts of Ellis County, Texas.

Nonliability

Declarant, the Architectural Committee, the Association, and their respective members, officers, directors, employees and agents, shall not be liable to any Owner or any other Person for any loss, damage or injury arising out of their bring in any way connected with the performance of the duties of the Declarant, Architectural Committee, or the Association under this Declaration, unless due to the willful misconduct or bad faith of the Declarant, the Architectural Committee, Association, or their members, officers, directors, employees or agents as the case may be.

Rights of Mortgagees

Each lien holder or mortgagee of a lot shall possess the right to:

- (a) inspect the books and records of the Association during normal business hours;
- (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association; and
- (c) receive written notice of all meetings of the members of the Association and be entitled to designate a representative to attend such meetings.

Leases

Any lease agreement between an owner and an lessee shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the articles of incorporation and by-laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default in the lease. All such leases shall be in writing.

Gender/Number Applications

As appropriate herein, any pronoun used in this Declaration shall also refer to the masculine, feminine or neuter equivalent, and any singular or plural construction shall also include the other.

Field Notes
165.114 Acres

EXHIBIT "A"

BEING all that certain lot, tract or parcel of land situated in the W. W. FOFEMAN SURVEY, ABSTRACT NO. 363, the WILLIAM B. HAYNES SURVEY, ABSTRACT NO. 486, and the JOHN LOWRANCE SURVEY, ABSTRACT NO. 655, in Ellis County, Texas, and being a portion of a called 173.57 acre tract of land (Second Conveyance) conveyed to Shirley Wells Cooper by deed as recorded in Volume 1625, Page 657 of the Official Public Records of Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a ½" steel rod found for the upper northeast corner of said 173.57 acre tract and same for this tract and the southeast corner of SPRINGFIELD FARMS, an addition to the City of Red Oak, as recorded in Cabinet F, Slides 170 through 172 of the Plat Records of Ellis County, Texas (PRECT) in the upper west line of TECUMSEH PARK ESTATES, INSTALLMENT 2, an addition to Ellis County, Texas, as recorded in Cabinet B, Slide 413 PRECT and in the west line of Lot 17 in Block B of said TECUMSEH PARK;

THENCE S 00°18'59" E, 231.00 feet (Deed S 0°12' E, 231.0 feet) to a ½" pipe found for an inner ell corner of said 173.57 acre tract and same for this tract and an upper southwest corner of said TECUMSEH PARK and the southwest corner of Lot 16 of said TECUMSEH PARK;

THENCE S 89°58'15" E, 334.94 feet (Deed S 89°42' E, 336.2 feet) to a ½" pipe found for the lower northeast corner of said 173.57 acre tract and same for this tract and an inner ell corner of said TECUMSEH PARK in the south line of said Lot 16 and the northwest corner of Lot 15 of said TECUMSEH PARK;

THENCE (Deed South, 2288.0 feet) along the lower east line of said 173.57 acre tract and same for this tract and the lower west line of said TECUMSEH PARK as follows:

S 00°24'22" E, 646.82 feet to a 5/8" steel rod found for the common corner of Lots 12 and 13 in Block B of said TECUMSEH PARK;

S 00°31'43" E, 217.88 feet to a ½" steel rod found for the common

corner of Lots 11 and 12 of said TECUMSEH PARK;

S 00°23'11" E, 218.10 feet to a 5/8" steel rod found for the common corner of Lots 10 and 11 of said TECUMSEH PARK;

S 00°28'35" E, 653.59 feet to a 5/8" steel rod found for the common corner of Lots 7 and 8 of said TECUMSEH PARK;

S 00°31'36" E, passing at 521.94 feet a 1/2" pipe found for witness corner, in all, 543.06 feet to a 1/2" steel rod set for the upper southeast corner of said 173.57 acre tract and same for this tract and the southwest corner of said TECUMSEH PARK in the north line of Lot 4 of NORTH ACRES, an addition to Ellis County, Texas, as recorded in Cabinet C, Slide 170 PRECT;

THENCE (Deed N 89°02' W, 1705.5 feet) along a south line of said 173.57 acre tract and same for this tract and the north line of said NORTH ACRES, the north line of NORTH ACRES REPLAT, an addition to Ellis County, Texas, as recorded in Cabinet G, Slide 363 PRECT, and the north line of WOODLAND CREEK ESTATES, an addition to Ellis County, Texas, as recorded in Cabinet B, Slide 262 PRECT, as follows:

N 89°29'19" W, 444.64 feet to a 1/2" steel rod found in the north line of Lot 1R of said NORTH ACRES REPLAT;

N 89°23'16" W, 151.93 feet to a 1/2" steel rod found for the northwest corner of said Lot 1R of NORTH ACRES REPLAT and the northeast corner of Lot 7 of said WOODLAND CREEK ESTATES;

N 89°05'46" W, 166.21 feet to a 1/2" steel rod found for the common corner of Lots 6 and 7 of said WOODLAND CREEK ESTATES;

N 89°57'50" W, 167.01 feet to a 1/2" steel rod found for the common corner of Lots 5 and 6 of said WOODLAND CREEK ESTATES;

N 89°22'25" W, 836.68 feet to a 60-D nail set at a fence corner for an inner ell corner of said 173.57 acre tract and same for this tract at the northwest corner of Lot 1 of said WOODLAND CREEK ESTATES in the west line of said FOREMAN SURVEY and the east line of said LOWRANCE SURVEY;

THENCE S 01°13'32" E, 9.09 feet (Deed South, 9.0 feet) along said survey line to a ½" steel rod found for the lower southeast corner of said 173.57 acre tract and same for this tract and the northeast corner of Lot 10A in Block 1 of HILLVIEW ESTATES, an addition to Ellis County, Texas, as recorded in Cabinet A, Slides 793 through 795 PRECT in the west line of said Lot 1 of WOODLAND CREEK ESTATES, said rod bears approximately 10 feet north of the called southwest corner of said FOREMAN SURVEY and the called southeast corner of said LOWRANCE SURVEY;

THENCE N 89°45'22" W, 726.13 feet (Deed N 89°12' W) along a south line of said 173.57 acre tract and same for this tract and the north line of said HILLVIEW ESTATES to a ½" steel rod set for the lower southwest corner of this tract and the southeast corner of a called 8.000 acre tract of land conveyed to Alvaro Sanchez, Sr., et ux by deed as recorded in Volume 2192, Page 1929 OPRECT in the south line of said 173.57 acre tract and in the north line of Lot 8A of said HILLVIEW ESTATES;

THENCE through said 173.57 acre tract and along the east and northeast line of said 8.000 acre tract as follows:

N 16°40'19" W, 664.31 feet crossing the lower north line of said LOWRANCE SURVEY and the south line of said HAYNES SURVEY to a ½" steel rod with cap #4466 found for a bend point;

N 50°28'52" W, passing at 423.58 feet a ½" steel rod with cap #4466 found for witness corner, in all, 475.35 feet to a PK nail found for the upper southwest corner of this tract and the north corner of said 8.000 acre tract in the west line of said 173.57 acre tract in SHAWNEE ROAD, a public road;

THENCE N 00°14'22" W, 1569.94 feet (Deed N 0°18' E) along the west line of said 173.57 acre tract and with said SHAWNEE ROAD to a 10" post found for the northwest corner of said 173.57 acre tract and same for this tract and the southwest corner of a called 1.0126 acre tract of land conveyed to Troy Thompson by deed as recorded in Volume 1058, Page 67 OPRECT in the east line of a called 5.00 acre tract of land conveyed to Mary E. Turner by deed as recorded in Volume 1457, Page 304 OPRECT;

THENCE S 89°47'37" E (Deed S 89°38' E, 2702.0 feet; Record Reference Bearing per Springfield Farm Plat) along the upper north line of said

173.57 acre tract, passing at 32.13 feet a railroad spike set for the southeast corner of said 1.0126 acre tract and the southwest corner of said SPRINGFIELD FARMS in said SHAWNEE ROAD, passing at approximately 734.64 feet the east line of said HAYNES SURVEY and the west line of said LOWRANCE SURVEY, passing at approximately 1287.65 feet the east line of said LOWRANCE SURVEY and the west line of said FOREMAN SURVEY, in all, 2701.44 feet to the POINT OF BEGINNING and containing approximately 165.114 acre of land.