



**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**HIGH MOUNTAIN ROAD ASSOCIATION, INC.**

**BURNET COUNTY, TEXAS**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made by Goldstar Investments, Ltd., a Texas limited partnership, hereinafter referred to as "Declarant" for the High Mountain Road Association, Inc. (the "Road Association"), located in Burnet County, Texas, and pertaining to the "Property" defined herein.

**BACKGROUND:**

A. On the date hereof Declarant is the owner of certain real property located in Burnet County, Texas comprising approximately 3,779.255 acres and described on Exhibit A attached hereto (the "Community Property").

B. Declarant intends that the Community Property will be developed as a large-tract ranch community with multiple owners of multi-acre Tracts.

C. Declarant is also the owner of certain additional real property located immediately adjacent to the Community Property and described on Exhibit B attached hereto (the "Adjacent Declarant Property"). The Community Property and the Adjacent Declarant Property are sometimes collectively referred to herein as the "Property".

D. Declarant desires to ensure the preservation of the values of the Property and to provide for the maintenance of the Road Easement and the Common Facilities (as such terms are hereinafter defined), and to this end desires to further subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each of the owners thereof.

E. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Road Easement and the Common Facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created by this Declaration.

F. Declarant covenants that High Mountain Road Association, Inc. will be incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions of the Road Association provided herein as to the Property and Declarant desires to conform the restrictions on the use of the herein described real property as necessary for the purpose of subjecting said property and the owners thereof to the jurisdiction of the Road Association.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth as well as those previously filed of record to the extent the same are not abrogated or superseded herein.

## ARTICLE I. ADMINISTRATIVE PROVISIONS

Section 1.1 Definitions. The following words and terms when used in this Declaration shall have the following meanings:

“Annual Assessment” shall mean and refer to a charge against each Owner and his Tract made by the Road Association in accordance with and for the purposes set forth in Section 2.4.

“Assessments” shall mean and refer to the Annual Assessment, Special Assessment, and Individual Assessment, either singularly or collectively.

“Board of Directors” or “Board” shall mean and refer to the governing body of the Road Association, the election and procedures of which shall be as set forth in the Certificate of Formation and Bylaws of the Road Association.

“Bylaws” shall mean and refer to the Bylaws of the Road Association as they may, from time to time, be amended.

“Certificate of Formation” shall mean and refer to the Certificate of Formation of the Road Association.

“Common Area” shall mean and refer to (i) the Road Easement and (ii) any other real property acquired by or leased to the Road Association if such other real property is designated as “Common Area” in the instrument transferring same.

“Common Facilities” shall mean and refer to the Road Easement and all property leased, owned, or maintained by the Road Association for the use and benefit of the Members of the Road Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: entry monuments, gates, signs and other similar or appurtenant improvements.

“Common Improvements” means any improvements initially made by Declarant within any Common Area, together with such other improvements as may be made hereafter by the Road Association.

“Common Expenses of the Road Association” shall mean the reasonable costs of maintenance, repairs and replacement of the roadway and associated right-of-way comprising the Road Easement and any other Common Facilities and reasonable costs for operation of the Road Association.

“Declarant” shall mean and refer to Goldstar Investments, Ltd., a Texas limited partnership, and its successors and assigns as Declarant. No Person purchasing one or more Tracts in the ordinary course of business shall be considered as Declarant without a specific written assignment of Declarant rights.

“Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for High Mountain Road Association, Inc. and include the same as it may, from time to time, be amended, supplemented and additional properties added, subject to and in accordance with the terms hereof.

“Governmental Authority” shall mean and refer to the Federal government of the United States of America, the State of Texas, including the Texas Commission on Environmental Quality, Burnet County, and any other governmental body, subdivision, agency, authority or property owners’ association now or hereafter in existence that has jurisdiction over the Property or any use or activity with respect to the Property.

“Member” shall mean and refer to all those Owners who are members of the Road Association as provided in Article II, Section 2.2.1, hereof.

“Notice” shall mean and refer to delivery of any document by regular mail, with postage prepaid, to the last known address (according to the records of the Road Association) of the Person to whom such Notice is to be given. Notice may also be given by an email delivered to a Member at an email address provided to the Road Association by the Owner. Notice to one (1) of two (2) or more co-Owners shall constitute Notice to all Owners. Notice shall be effective upon depositing such document in a depository maintained by the United States Postal Service for such purposes or by delivery to an email address designated by an Owner as provided herein.

“Owner” shall mean and refer to every Person who is a record owner of a fee or undivided fee interest in any Tract, including Declarant. If a Tract is owned in undivided interests by more than one Person, each owner shall be an Owner for purposes of this Declaration. A Person that owns only a lien or other similar interest in a Tract as security for performance of an obligation is not an Owner with respect to that Tract.

“Permittees” means, collectively, all Owners and their respective tenants, subtenants, licensees, contractors, visitors and invitees of such Owners, and “Permittee” means any of the Permittees.

“Person” means any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

“Plat” shall mean and refer to any final subdivision plat filed of record in the Plat Records of Burnet County, Texas, if any.

“Property” shall mean, collectively, the Community Property and the Adjacent Declarant Property.

“Public Rights-of-Way” shall mean all dedicated public rights-of-way and public areas in or adjacent to the Property that applicable Governmental Authorities have not accepted for maintenance or are not maintaining properly.

“Restrictions” means that certain Declaration of Restrictive Covenants dated as of or about even date herewith, made by Declarant and filed of record against the Property in the real property records of Burnet County, Texas.

“Road Association” shall mean and refer to High Mountain Road Association, Inc., its successors and assigns to have the powers and responsibilities provided herein.

“Road Easement” shall mean and refer to that fifty foot (50’) wide roadway easement described on Exhibit C attached hereto, which shall serve as a private road within and serving the Tracts, is for the benefit of the Property and all Permittees, and shall be maintained as provided herein by the Road Association.

“Rules and Regulations” shall mean and refer to the rules and regulations of the Road Association as set forth in Section 2.5 of this Declaration, as same may, from time to time, be adopted, amended, modified, supplemented and revoked.

“Special Assessment” shall mean and refer to a charge against each Owner and such Owner’s Tract made in accordance with and for the purposes set forth in Article II, Section 2.4.4.

“Tract” shall mean and refer to (a) each tract of land out of the Community Property that is (i) conveyed by Declarant to a third party pursuant to a deed recorded in the real property records of Burnet County, Texas, and/or (ii) created by subdivision (pursuant to a Plat or a deed recorded in the real property records of Burnet County, Texas) as permitted by the Restrictions; (b) the Declarant Adjacent Property, until such time the same is subdivided or a portion thereof is conveyed by Declarant to a third party; and (c) after the Declarant Adjacent Property is subdivided or a portion thereof is conveyed by Declarant to a third party, each tract of land out of the Adjacent Declarant Property that is (1) conveyed by Declarant to a third party pursuant to a deed recorded in the real property records of Burnet County, Texas, and/or (2) each tract of land out of the Declarant Adjacent Property that is created by subdivision (pursuant to a Plat or a deed recorded in the real property records of Burnet County, Texas). Some portions of the Common Area or Common Facilities may be conveyed as a “Tract” or platted as a “Tract” on a Plat; however, any such Tract shall not be deemed a “Tract” for the purpose of Association membership, voting rights, or assessments under this Declaration.

Section 1.2 Master Declaration. From and after the recording of this Declaration in the Official Public Records of Burnet County, Texas, the Property shall be subject to this Declaration.

Section 1.3 Easements.

1.3.1 Appurtenant Easements. Declarant grants to all Owners (and their employees, guests, lessees and invitees) as an appurtenance to and as part of the interest held by such Owner, but subject to this Declaration, the Certificate of Formation, the Bylaws and the Rules and Regulations, a

perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Area, if any; such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of Declarant.

1.3.2 Declarant Easements. Declarant hereby reserves to itself and to such other Person as Declarant may, from time to time, designate in writing, including the Road Association, a perpetual easement, privilege and right in and to, over, under on and across the Property, for ingress, and egress as required by its employees, agents, independent contractors, invitees and designees for maintenance of the Road Easement; provided, however, that the exercise by such rights of the easement granted by this paragraph will not interfere with the reasonable use and enjoyment of the Property by the Owners.

1.3.3 Service Easements. Declarant hereby grants to delivery, pick-up and fire protection services, police and Governmental Authorities, United States Postal Service mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant, the non-exclusive, perpetual right of ingress and egress over and across the Property for the purpose of performing their authorized services and investigation.

1.3.4 Damages. Neither Declarant nor the Road Association nor any officer or Member thereof nor any utility company shall be liable for any damages done by them or their assigns, their agents, employees or servants, using any easements, whether now or hereafter in existence (located on, in, under or through the Property), resulting from the performance of their respective duties and responsibilities as provided herein to property or Improvements on the land covered by said easements.

#### Section 1.4 Common Facilities and Common Area.

1.4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 1.3, every Member shall have a common right and easement of enjoyment in and to the Common Facilities, if any, when completed, and such right and easement shall be appurtenant to and shall pass with the title to every Tract.

1.4.2 Title to Common Facilities. Declarant may retain legal title to the Common Facilities and/or any Common Area until such time as, in the opinion of Declarant, the Road Association is able to maintain same.

1.4.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The rights and easements existing or hereafter created in favor of others as provided for in a Plat and/or in Section 1.3 hereof.

B. The rights of the Road Association, once it has obtained legal title to the Common Facilities and Common Area, to do the following.

(1) to assess and collect the Assessments provided for herein for the maintenance of the Common Facilities and Common Area; and

(2) to dedicate or transfer all or part of the Common Facilities and/or Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

## ARTICLE II. ROAD ASSOCIATION

Section 2.1 Incorporation. Declarant shall charter a corporation under the Texas Business Organizations Code to be known as High Mountain Road Association, Inc., or by such other name as may be designated at the time of its incorporation, which incorporation may be subsequent to the conveyance of any Tract, for the purposes of assuring compliance with the terms of this Declaration. The Road Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions, and all other terms contained in this Declaration, and subject to the provisions set forth herein, shall have the membership characteristics, powers, duties, and functions as set forth herein.

### Section 2.2 Membership and Voting Rights.

2.2.1 Membership. Each Owner of each Tract within the Property which uses the Road Easement to access its Tract shall be a Member of the Road Association.

2.2.2 Allocation of Voting Rights. The Owner of each Tract shall have one (1) vote per Tract owned on all matters for which voting by the members is required. When more than one Person holds such interest or interests in any Tract, all such Persons shall be Members, and the vote for such Tract shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Tract. If multiple Persons shall be an Owner and they cannot agree among themselves on a particular vote, then no vote shall be cast for that Tract. The Road Association shall not be required to inquire on the authority of a Person acting on behalf of multiple Owners of a Tract if such Person owns an interest in such Tract. If a Tract, as defined herein, is later subdivided into two or more sub-Tracts as permitted by the Restrictions, then the original and each of the subdivided Tracts shall each have one (1) member vote.

2.2.3 Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Road Association but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in the Property. **Membership in the Road Association shall be mandatory and shall continue so long as this Declaration is in effect.**

Section 2.3 Board of Directors. The initial Board shall be comprised of three (3) members as provided in the Road Association's Certificate of Formation. After Declarant has conveyed one or more Tracts to one or more persons or legal entities, the Owner of each Tract shall be a member of the Board of Directors. If a Tract is further subdivided as permitted by the Restrictions, then each of

the subdivided Tracts shall have the right to a seat on the Board of Directors. The number of members of the Board may be amended in accordance with the provisions of the Bylaws.

#### Section 2.4 Assessments.

2.4.1 Creation of the Lien and Personal Obligation for Assessments. Except as may be otherwise provided herein, Declarant, for each Tract owned by it within the Property, hereby covenants, and each Owner shall be deemed to covenant and agree to pay to the Road Association: 1) Annual Assessments and charges for the Common Facilities; 2) Special Assessments for capital improvements to the Common Facilities; and 3) Individual Assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual Assessment, Special Assessment and Individual Assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each Person who was an Owner of such Tract at the time when the obligation became due.

2.4.2 Purpose of Assessments. The Assessments levied by the Road Association shall be used for the purpose of enforcing the Declaration, and in particular, for the improvement, replacement, maintenance and operation of the Common Facilities and related services and facilities devoted to this purpose and related to the use and enjoyment of the Common Facilities by the Members. The Board of Directors may set aside part of the Annual Assessments as a reserve for the replacement or maintenance of the Common Facilities.

2.4.3 Basis of Annual Assessments. The Annual Assessment for each Tract shall be \$500.00 per year until otherwise determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Road Association during the year for which the Annual Assessment is being made.

2.4.4 Special Assessments for Capital Improvements. The Road Association's Board of Directors by majority vote may levy, in any calendar year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on or which is a part of the Common Facilities.

2.4.5 Change in Annual Assessments. The Annual Assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above the Annual Assessment for the previous year without a vote of the membership.

2.4.6 Date of Commencement of Annual Assessments. Annual Assessments provided for herein shall commence on the date established by Declarant or, after delegation to the Road Association, by the Road Association. The amount of the Annual Assessment which may be levied for the balance remaining in the first year of assessment shall prorated for the remaining number of months in that year. Annual Assessments for each calendar year thereafter shall become due and payable and shall be collected as the Board of Directors of the Road Association shall determine.

**2.4.7 Individual Assessment.** Upon an affirmative vote of a majority of the members of the Board of Directors of the Road Association, the Road Association may levy Individual Assessments against any Owner for reimbursement for maintenance or repairs, for other than ordinary wear and tear, occasioned by the willful or negligent acts of such individual Owner or such Owner's family, pets, tenants or other occupants of such Owner's Tract resulting in the need for maintenance or repair of the Common Facilities.

**2.4.8 Duties of the Board of Directors.** Prior to the beginning of each fiscal year for the Road Association, the Board shall estimate the expenses to be incurred by the Road Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. If in any year the Board fails to set an Annual Assessment for such year, the Annual Assessment shall be deemed to be the same as the Annual Assessment for the preceding year. Assessments sufficient to pay such estimated net expenses shall then be levied by the Road Association as herein provided, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Road Association at the beginning of the fiscal year for the Road Association for which such Assessments are payable, or during such fiscal year in equal quarterly installments on or before the first day of each quarter, or in such other manner as the Board may designate in its sole and absolute discretion. Written notice of the Assessment shall thereupon be sent to every Member subject thereto. The Road Association shall upon demand at any time furnish to any Member liable for said Assessment a certificate that shall be conclusive evidence of payment of any Assessment therein stated to have been paid conditioned on the payment by Owner of a reasonable fee to the Road Association.

**2.4.9 Effect of Non-Payment of Assessments; The Lien; Remedies of the Road Association.** If the Assessments are not paid on the date when due (being the dates specified in Section 2.4.6 hereof) then such Assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the Tract which shall bind such Tract in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate of interest permitted by law, and the Road Association may bring an action at law against the Owner to pay the same, and there shall be added to the amount of such Assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees (as limited by the Texas Property Code) and costs of suit. Notice of the lien referred to in this Section may be given by the recordation in the office of the county clerk of Burnet County, Texas, of an affidavit, duly executed, acknowledged by an officer of the Road Association, setting forth the amount owed, the name of the Owner or Owners of the affected Tract, according to the books and records of the Road Association, and a legal description of such Tract. Any liens created by this Declaration shall be superior to all other liens and charges against any Tract covered hereby, save and except ad valorem tax liens and all sums secured by an enforceable purchase-money mortgage or enforceable home-improvement mortgage.

**2.4.11 Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon



the Tracts subject to assessment, provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Tract pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Tract from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

2.4.12 Exempt Property. The charges and liens created herein shall apply only to the Tracts, and the remainder of the Property shall not be subject thereto.

## Section 2.5 Functions of the Road Association.

2.5.1 Functions. The Road Association shall have all of the powers of a Texas non-profit corporation, as such powers may exist from time to time, subject only to such limitations upon the exercise of such powers as may be expressly set forth in this Declaration, and the Certificate of Formation and Bylaws. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration, Certificate of Formation or Bylaws. Without in any way limiting the generality of the two (2) preceding sentences, the Road Association and the Board acting on behalf of the Road Association, shall have the power and authority to perform the following functions:

A. The Road Association shall provide maintenance for the Common Facilities. The Road Association shall have the power, but not the obligation, to provide maintenance for any property located within the Property with respect to which the Road Association has accepted an easement. The Road Association shall also have the power, but not the obligation, to supplement the services provided by any Governmental Authorities or to provide special maintenance or services for particular areas in the Property that it deems desirable. The Road Association reserves a perpetual right of access on and across all or any part of the Property in order to provide any maintenance or services required or authorized to be performed or undertaken by the Road Association.

B. The Road Association shall have the power to take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Property and to perform any of the functions or services delegated to the Road Association in this Declaration, Certificate of Formation, Bylaws or Rules and Regulations.

C. The Road Association shall conduct the business of the Road Association, including, but not limited to, administrative services such as legal, accounting, financial and communication services. The Road Association shall have the right to retain professionals necessary or proper in the operation of the Road Association.

D. The Road Association shall have the power, but not the obligation, to purchase and maintain in effect general liability, flood and hazard insurance covering Improvements and activities on the Common Facilities and such other insurance and in such amounts as the Board deems necessary. The Road Association shall cause all officers or

employees having fiscal responsibility to be bonded in such amounts as the Board deems necessary.

E. The Road Association shall have the right to adopt, publish and enforce the Rules and Regulations in furtherance of its responsibilities hereunder, including such traffic control (e.g. speed limit, "curve ahead") regulations and signage as the Board may consider appropriate.

F. The Road Association may construct improvements to the Common Facilities as may be approved by the Board of Directors.

G. The Road Association may carry out any of the functions and services specified in this Article II to the extent such maintenance and services can be provided with the proceeds first from Annual Assessments and then, if necessary and appropriate, from Special Assessments or Individual Assessments. The functions and services allowed in Section 2.5.1 of this Article II to be carried out or offered by the Road Association at any particular time shall be determined by the Board taking into consideration proceeds of Assessments and the needs of the Road Association. The functions and services that the Road Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board. The Road Association may additionally carry out all other powers and duties set forth in the Certificate of Formation, Bylaws and Rules and Regulations.

H. The right of the Road Association to adopt, amend, enforce and revoke rules and regulations governing the use, operation and maintenance of the Common Facilities including, without limitation, the authority to assess reasonable fines against Owners violating such rules and regulations.

2.5.2 Conveyance to Association. The Road Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Facilities. A majority of the Board shall determine whether the Road Association shall accept any other conveyances.

2.5.3 Conveyance by Association. Subject to the provisions of this Article II, the Road Association shall be empowered to delegate or convey any of its functions or properties to any Governmental Authorities or public utility for public purposes consistent with the intended use of such property to the extent such entity shall assume and discharge all obligations relative thereto.

2.5.4 Initial Improvement and Maintenance of the Common Facilities. Until one or more Tracts are sold to persons or entities other than Declarant, all improvement of the Common Facilities shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Road Association. The exact nature of any improvement to the Common Facilities shall be within the sole discretion of the Declarant. Following the conveyance of the Common Facilities to the Road Association, the responsibility for maintenance of the Common Facilities shall automatically be assumed by the Road Association, and

Declarant's responsibility therefore shall be limited to the payment of Assessments for any Tract owned by Declarant.

Section 2.6 Liability, Insurance and Release. Each Owner, Member and resident of the Property expressly understands, covenants and agrees with Declarant and the Road Association as follows:

2.6.1 No Liability. Neither Declarant nor the Road Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Member and resident of the Property.

2.6.2 Maintain Insurance. Each owner, Member and resident of the Property shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and resident's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and resident covering his or her real and personal property.

2.6.3 Release of Claims. Each Owner, Member and resident of the Property releases Declarant and the Road Association and their respective agents, attorneys, employees, officers, Directors, and partners from any liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the Property.

### ARTICLE III. PROTECTIVE COVENANTS

Section 3.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and the Rules and Regulations promulgated by the Board.

Section 3.2 Liability for Damage to Common Facilities, and Common Area. Each Owner shall be legally liable to the Road Association for all damages to the Common Facilities and/or the Common Area, or to any structures thereon, caused by such Owner, his licensees or any occupant of such Owner's Tract.

### ARTICLE IV. MISCELLANEOUS PROVISIONS

Section 4.1 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Road Association, Declarant and any Owner, their respective legal representatives, heirs, successors and assigns until December 31, 2035 at which time said covenants shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Road Association cast at a duly held meeting of the Members

of the Road Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Road Association votes to terminate this Declaration, the President and Secretary of the Road Association shall execute a certificate which shall set forth the resolution of termination adopted by the Road Association, the date of the meeting of the Road Association at which such resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Road Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Real Property Records and Burnet County, Texas, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 4.2 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Road Association and Declarant may be assigned to any Person which will assume the duties of the Road Association or Declarant, as applicable, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Road Association or Declarant and Declarant shall have no further rights or duties hereunder. Further, the Road Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 4.3 Power of Attorney. The Road Association is hereby granted an irrevocable power of attorney to represent the Owners in any proceedings, negotiations, settlements or agreements relating to the damage, destruction or condemnation of the Common Facilities and dedicated rights-of-way.

Section 4.4 Incorporation of Other Documents. The Certificate of Formation, Bylaws and Rules and Regulations as may, from time to time, be amended or modified are incorporated herein for all purposes.

Section 4.5 Authorized Action. All actions which the Road Association is permitted to take under this instrument shall be authorized actions of the Road Association as approved by the Board in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

Section 4.6 Limitation of Liability. Declarant, as well as its agents, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of a Tract or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these covenants by any party other than Declarant.

Section 4.7 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 4.8 Amendment by Members. This Declaration may be amended, at a regular or special meeting of the Members, by a vote of at least sixty-six percent (66%) of the Members in attendance

at the meeting, in person or by proxy; provided, however, that the Declaration may not be amended in a manner that has a material and adverse effect on a Tract without the prior written consent of the Owner of such Tract.

Section 4.9 Severability. Should any covenant, condition, or restriction herein contained, or any article, section, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 4.10 Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration, Certificate of Formation or Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

Section 4.11 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Property.

Section 4.12 Violations Defined. Any act of commission or omission contrary to the commands or directives of this Declaration, or any breach of any duty imposed by this Declaration shall constitute a violation hereof. Notwithstanding anything contained herein to the contrary, the Road Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 4.13 Penalties. Failure of an Owner to comply with this Declaration, Certificate of Formation, Bylaws or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorneys' fees (as limited by the Texas Property Code) incurred in bringing such actions, and if necessary, costs and attorney's fees (as limited by the Texas Property Code) for appellate review. The Road Association shall also have the right to provide for the imposition of fines for failure to comply with this Declaration or Rules and Regulations; and, subject to the notice and hearing requirements of Chapter 209 of the Texas Property Code, fines levied by the Road Association shall be deemed an Individual Assessment against an Owner, as defined in Section 2.4.8 hereof.

Section 4.14 Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Road Association, its successors or assigns, or any Owner against any Person violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or recover damages, and against the land, and to enforce any lien created by this Declaration. Failure by Declarant, the Road Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4.15 Effect of Other Regulations. Wherever higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulation than are established by the provisions of this Declaration, the provisions of such statute, ordinance or regulation shall govern.

Section 4.16 Hearing by the Board. In addition to other remedies provided for the enforcement of these covenants, the Board of Directors is authorized to hear and determine the facts in cases of alleged nuisances and where it finds that facts exist which constitute a nuisance, the Board may order the cessation and abatement of such nuisance.

Section 4.17 Indemnification. THE ROAD ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS OR WAS DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ROAD ASSOCIATION AGAINST EXPENSES, INCLUDING ATTORNEYS FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING UNLESS IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN BAD FAITH AND IN A MANNER HE REASONABLY BELIEVED NOT TO BE IN, OR OPPOSED TO, THE BEST INTERESTS OF THE ROAD ASSOCIATION, AND (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF *NOLO CONTENDERE* OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ROAD ASSOCIATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ROAD ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS SUCH, WHETHER OR NOT THE ROAD ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE. ADDITIONALLY, THE ROAD ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND ITS PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS OR OTHER FEES AND COSTS OF COURT INCURRED BY ANY OF THEM IN CONNECTION WITH OR ARISING OUT OF (I) THE USE OF THE PRIVATE ROADWAYS WITHIN THE PROPERTY OR ANY OTHER PORTION OF THE COMMON AREA BY ANY PARTY PRIOR TO ITS CONVEYANCE OR DEDICATION TO THE ROAD ASSOCIATION AND (II) ANY CLAIM RELATED TO THE DESIGN, MANNER OR TYPE OF CONSTRUCTION OR MAINTENANCE OF THE ROADWAYS OR OTHER IMPROVEMENTS ON OR WITHIN THE PROPERTY.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the acknowledgement date below to be effective on January 26, 2021.

**DECLARANT:**

GOLDSTAR INVESTMENTS, LTD.,  
a Texas limited partnership

By: Insight Investments, Inc.,  
a Texas corporation,  
its general partner

By: *John Simmons*  
John Simmons, President

THE STATE OF TEXAS §  
COUNTY OF Burnet §  
TRAVIS §

Before me, the undersigned authority, on this day personally appeared John Simmons, President of Insight Investments, Inc., general partner of Goldstar Investments, Ltd., a Texas limited partnership, who is [check one]:      known to me OR  proved to me through TX DRIVERS LLC (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed on behalf of such limited liability company.

Given under my hand and seal of office this 27<sup>th</sup> day of January, 2021.



*Heidi M Scott*  
Notary Public, State of TEXAS  
Printed name:  
Commission expires:

**AFTER RECORDING, RETURN TO:**  
Alex C. Oliver  
Cramer Weatherbie Richardson Oliver LLP  
2301 S. Capital of Texas Hwy, Suite J-102  
Austin, Texas 78746

## EXHIBIT A

## COMMUNITY PROPERTY



Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950

1430 N. Robertson Road, Salado, Texas 76571

**FIELD NOTES FOR A 3779.255 ACRE TRACT OF LAND:**

**BEING A 3779.255 ACRE TRACT OF LAND**, LOCATED IN THE JOSIAH C. BAWCOM SURVEY, ABSTRACT NO. 138, THE ANSON G. NEAL SURVEY, ABSTRACT NO. 1189, THE BENJAMIN P KIZER SURVEY, ABSTRACT NO. 515, THE MARY DOWLING, ABSTRACT NO. 1588, THE B.F. HESTER SURVEY, ABSTRACT NO. 1721, THE J.M. HYMAN SURVEY, ABSTRACT NO. 1758, THE O.D. FAUBION SURVEY, ABSTRACT NO. 1850, THE H. & O.B.R.R. CO. SURVEY, ABSTRACT NO. 1177, THE M.J. ESTES SURVEY, ABSTRACT NO. 1524, THE M.J. ESTES SURVEY, ABSTRACT NO. 1800, THE S.F. HESTER SURVEY, ABSTRACT NO. 1722, THE S.F. HESTER SURVEY, ABSTRACT NO. 1723, THE A. MCCRARY SURVEY, ABSTRACT NO. 637, AND THE J.R. PACE SURVEY, ABSTRACT NO. 670, BURNET COUNTY, TEXAS; SAID 3779.255 ACRE TRACT, BEING A PORTION OF THAT CALLED 6249.294 ACRE TRACT OF LAND OWNED BY GOLDSTAR INVESTMENTS LTD., (COLLECTIVELY THE "GOLDSTAR TRACT"), ACQUIRED IN MULTIPLE ACQUISITIONS, RECORDED IN VOLUME 1361, PAGE 892, VOLUME 1391, PAGE 365, AND VOLUME 1384, PAGE 941, AND BEING ALL OF THAT CALLED 132.135 ACRE TRACT OF LAND RECORDED IN VOLUME 1384, PAGE 961, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS; SAID 3779.255 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located in the southeast right-of-way line of County Road 335, being the northeast corner of High Mountain Road, according to the plat of record in Document No. 202100584, Official Public Records, Burnet County, Texas, being an exterior corner of said 6249.294 acre tract, said point being the northernmost corner of the herein described tract of land which bears S 73° 32' 22" W, a distance of 891.87' from an exterior angle point of said 6249.294 acre tract;

Thence, with the eastern right-of-way line of High Mountain Road, across the remainder of said 6249.294 acre tract, the following thirty-two (32) courses and distances:



1. **S 16° 27' 38" E**, a distance of **55.89'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
2. **S 51° 20' 54" E**, a distance of **136.25'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the right of the herein described tract of land;
3. with said curve to the right containing a radius of 150.00', a central angle of 082°06'11", a chord which bears S 10° 17' 49" E, a chord distance of 197.02', a total **curve length** of **214.95'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
4. **S 30° 45' 17" W**, a distance of **35.66'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the left of the herein described tract of land;
5. with said curve to the left containing a radius of 675.00', a central angle of 024°24'56", a chord which bears S 18° 32' 49" W, a chord distance of 285.47', a total **curve length** of **287.64'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
6. **S 06° 20' 21" W**, a distance of **389.11'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the right of the herein described tract of land;
7. with said curve to the right containing a radius of 1025.00', a central angle of 002°42'42", a chord which bears S 07° 41' 41" W, a chord distance of 48.50', a total **curve length** of **48.51'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
8. **S 09° 03' 02" W**, a distance of **367.21'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the left of the herein described tract of land;
9. with said curve to the left containing a radius of 425.00', a central angle of 017°52'45", a chord which bears S 00° 06' 40" W, a chord distance of 132.08', a total **curve length** of **132.62'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS

6447" plastic cap located for a point of tangency of the herein described tract of land;

10. **S 08° 49' 43" E**, a distance of **207.67'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the left of the herein described tract of land;
11. with said curve to the left containing a radius of 525.00', a central angle of 025°18'48", a chord which bears S 21° 29' 07" E, a chord distance of 230.06', a total **curve length** of **231.95'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
12. **S 34° 08' 31" E**, a distance of **230.23'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the right of the herein described tract of land;
13. with said curve to the right containing a radius of 175.00', a central angle of 066°23'33", a chord which bears S 00° 56' 45" E, a chord distance of 191.63', a total **curve length** of **202.78'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
14. **S 32° 15' 02" W**, a distance of **449.56'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the left of the herein described tract of land;
15. with said curve to the left containing a radius of 100.00', a central angle of 086°21'49", a chord which bears S 10° 55' 52" E, a chord distance of 136.86', a total **curve length** of **150.73'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
16. **S 54° 06' 47" E**, a distance of **524.14'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the right of the herein described tract of land;
17. with said curve to the right containing a radius of 525.00', a central angle of 010°33'13", a chord which bears S 48° 50' 10" E, a chord distance of 96.56', a total **curve length** of **96.70'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;

- 18. S 43° 33' 34" E**, a distance of **1324.25'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the left of the herein described tract of land;
- 19.**with said curve to the left containing a radius of 975.00', a central angle of 007°53'05", a chord which bears S 47° 30' 06" E, a chord distance of 134.07', a total **curve length** of **134.17'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
- 20. S 51° 26' 39" E**, a distance of **210.32'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the right of the herein described tract of land;
- 21.**with said curve to the right containing a radius of 525.00', a central angle of 015°47'56", a chord which bears S 43° 32' 41" E, a chord distance of 144.31', a total **curve length** of **144.76'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
- 22. S 35° 38' 43" E**, a distance of **201.68'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for the beginning of a curve to the left of the herein described tract of land;
- 23.**with said curve to the left containing a radius of 475.00', a central angle of 006°33'44", a chord which bears S 38° 55' 35" E, a chord distance of 54.37', a total **curve length** of **54.40'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap located for a point of tangency of the herein described tract of land;
- 24. S 42° 12' 27" E**, a distance of **170.23'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of the herein described tract of land;
- 25. N 70° 58' 55" E**, a distance of **652.93'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 26. N 71° 42' 22" E**, a distance of **807.40'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;

- 27. N 80° 20' 06" E**, a distance of **812.12'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 28. N 80° 00' 10" E**, a distance of **1930.16'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 29. N 37° 57' 10" E**, a distance of **341.85'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 30. N 77° 29' 30" E**, a distance of **963.61'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 31. N 76° 10' 42" E**, a distance of **404.16'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 32. N 76° 39' 32" E**, a distance of **1307.33'**, to a cotton spindle set at the base of a fence post for an angle point of the remainder of said 6249.294 acre tract, being an angle point of that certain 815.066 acre tract of land recorded in Document No. 202004334, Official Public Records, Bell County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said 815.066 acre tract, the following five (5) courses and distances:

- 33. S 68° 56' 43" E**, a distance of **705.13'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 34. S 49° 25' 50" E**, a distance of **622.58'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;

- 35. S 46° 28' 10" E**, a distance of **459.03'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 36. S 63° 18' 35" E**, a distance of **1084.74'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post for an angle point of the herein described tract of land;
- 37. N 70° 16' 04" E**, a distance of **1134.58'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at the base of a fence post in a northeast line of the remainder of said 6249.294 acre tract, the southwest line of that called Lot 13-A, of the Replat of Lot Nos. 7-A, 8-10, 13 & 14 of Greystone Ranch Phase One, according to the plat of record in Document No. 201504303, Official Public Records, Burnet County, Texas, said point being an exterior corner of the herein described tract of land;
- 38. Thence**, with a northeast line of the remainder of said 6249.294 acre tract, the southwest line of said Lot 13-A, **S 21° 03' 43" E**, a distance of **102.69'**, to a 1/2" iron rod located in a northeast line of the remainder of said 6249.294 acre tract, being the southwest corner of said Lot 13-A, the northwest corner of that called Lot 12, of Greystone Ranch, Phase One, according to the plat of record in Cabinet 3, Slides 177-B, C, D, & 178-A, B, C, & D, Plat Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said Greystone Ranch, Phase One, the following three (3) courses and distances:

- 39. S 21° 20' 53" E**, a distance of **1618.81'**, to a 1/2" iron rod located for an interior corner of the herein described tract of land;
- 40. N 69° 05' 40" E**, a distance of **542.78'**, to a 1" iron rod located for an angle point of the herein described tract of land;
- 41. N 68° 17' 51" E**, a distance of **1487.55'**, to a cotton spindle set in a southeast right-of-way line of Greystone Ranch Road, being an angle point of the remainder of said 6249.294 acre tract, said point being an angle point of the herein described tract of land;

**42. Thence**, with the southeast right-of-way line of Greystone Ranch Road, a northwest line of the remainder of said 6249.294 acre tract, **N 68° 28' 33" E**, a distance of **827.33'**, to a 1/2" iron rod located at the intersection of the southeast right-of-way line of Greystone Ranch Road and the southwest right-of-way line of Saddle Ridge Drive, being an exterior angle point of the remainder of said 6249.294 acre tract, said point being an exterior angle point of the herein described tract of land;

Thence, with the southwest right-of-way line of Saddle Ridge Drive, the northeast lines of the remainder of said 6249.294 acre tract, the following two (2) courses and distances:

**43. S 39° 59' 32" E**, a distance of **1462.19'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

**44. S 40° 20' 24" E**, a distance of **618.94'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southwest right-of-way line of Saddle Ridge Road, being an exterior angle point of the remainder of said 6249.294 acre tract, the northernmost angle point of that called Lot 190, of Ranches at Canyon Creek, Phase One, according to the plat of record in Document No. 201508986, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

**45. Thence**, with a southeast line of the remainder of said 6249.294 acre tract, the northwest line of said Ranches at Canyon Creek, Phase One, **S 17° 41' 23" W**, a distance of **3633.95'**, to a cotton spindle set for an angle point of the remainder of said 6249.294 acre tract, being the southwest corner of that called Lot 181, of said Ranches at Canyon Creek, Phase One, the northwest corner of that called Lot 180, of Ranches at Canyon Creek, Phase Two, according to the plat of recorded in Document No. 201600345, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

**46. Thence**, with a southeast line of the remainder of said 6249.294 acre tract, the northwest line of said Ranches at Canyon Creek, Phase Two, **S 17° 41' 33" W**, a distance of **2512.34'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an exterior corner of the remainder of said 6249.294 acre tract, the southwest corner of that called Lot 173, of said Ranches at

Canyon Creek, Phase Two, being in a northeast line of said 132.135 acre tract, said point being an interior corner of the herein described tract of land;

Thence, with the common boundary line of said 132.135 acre tract and said Ranches at Canyon Creek, Phase Two, the following three (3) courses and distances:

**47.S 62° 10' 01" E**, a distance of **466.40'**, to a 1/2" iron rod located for an exterior corner of the herein described tract of land;

**48.S 28° 22' 12" W**, a distance of **614.06'**, to a cotton spindle set for an angle point of the herein described tract of land;

**49.S 34° 29' 04" W**, a distance of **1219.24'**, to a 1/2" iron rod located for an angle point of said 132.135 acre tract, an angle point of that called 71.00 acre tract of land recorded in Document No. 201603683, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of said 132.135 acre tract and said 71.00 acre tract, the following two (2) courses and distances:

**50.S 79° 59' 03" W**, a distance of **638.30'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;

**51.S 29° 06' 18" W**, a distance of **730.59'**, to a 1/2" iron rod located for an exterior corner of said 132.135 acre tract, the southwest corner of said 71.00 acre tract, being in a northeast line of that called 2818.544 acre tract of land recorded in Volume 766, Page 833, Official Public Records, Burnet County, Texas, said point being an exterior corner of the herein described tract of land;

**52.Thence**, with a southwest line of said 132.135 acre tract, a northeast line of said 2818.544 acre tract, **N 63° 32' 37" W**, a distance of **1026.86'**, to a 1/2" iron rod located in a southeast line of the remainder of said 6249.294 acre tract, being an exterior corner of said 132.135 acre tract, an exterior corner of said 2818.544 acre tract, said point being an interior corner of the herein described tract of land;

**53. Thence**, with a southeast line of the remainder of said 6249.294 acre tract, a northwest line of said 2818.544 acre tract, **S 27° 45' 15" W**, a distance of **4103.30'**, to a 1/2" iron rod located for the southernmost corner of the remainder of said 6249.294 acre tract, a northeast corner of that called 625.65 acre tract of land recorded in Document No. 201510189, Official Public Records, Burnet County, Texas, being in a northwest line of said 2818.544 acre tract, said point being the southernmost corner of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said 625.65 acre tract, the following three (3) courses and distances

**54. N 61° 49' 59" W**, a distance of **690.83'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;

**55. N 61° 51' 52" W**, a distance of **2293.69'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;

**56. N 61° 57' 14" W**, a distance of **185.73'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the northerly northwest corner of said 625.65 acre tract, the easternmost corner of that called 100.12 acre tract of land recorded in Document No. 201813366, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land which bears N 53° 32' 58" E, a distance of 2.44' from a 3" x 8' iron pipe fence corner post located at the end of an 8' game fence, said 8' game fence being the occupational divisional line between the 625.65 acre tract and said 100.12 acre tract, said point also being the end of a boundary line agreement between the remainder of said 6249.294 acre tract and said 100.12 acre tract, recorded in Document No. 202101242, Official Public Records, Burnet County, Texas;

Thence, with said boundary line agreement, the following eight (8) courses and distances:

**57. N 62° 31' 12" W**, a distance of **1.17'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;

**58. N 61° 57' 24" W**, a distance of **1589.69'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;



- 59. N 07° 46' 55" W**, a distance of **724.82'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
- 60. N 38° 21' 44" W**, a distance of **139.76'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
- 61. N 58° 10' 50" W**, a distance of **370.30'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
- 62. N 18° 56' 28" W**, a distance of **201.98'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
- 63. N 62° 50' 47" W**, a distance of **340.16'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
- 64. S 53° 02' 49" W**, a distance of **199.94'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located at the beginning of said boundary line agreement, being an angle point of the remainder of said 6249.294 acre tract, an exterior angle point of said 100.12 acre tract, the northeast corner of that called 157.412 acre tract of land recorded in Document No. 201603945, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said 157.412 acre tract, the following four (4) courses and distances:

- 65. N 61° 22' 42" W**, a distance of **652.30'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;
- 66. N 35° 46' 53" W**, a distance of **730.75'**, to a cotton spindle set for an angle point of the herein described tract of land;

**67. N 35° 43' 31" W**, a distance of **879.98'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

**68. N 36° 04' 40" W**, a distance of **297.98'**, to a 1/2" iron rod located for an angle point of the remainder of said 6249.294 acre tract, the northwest corner of said 157.412 acre tract, an angle point of that called 10.46 acre tract of land recorded in Volume 1184, Page 726, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said 10.46 acre tract, the following two (2) courses and distances:

**69. N 08° 42' 51" E**, a distance of **540.17'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;

**70. N 61° 54' 11" W**, a distance of **2386.67'**, to a 1/2" iron rod located for an angle point of the remainder of said 6249.294 acre tract, an angle point of said 10.46 acre tract, the northeast corner of that called 218.96 acre tract of land recorded in Volume 1184, Page 726, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said 218.96 acre tract, the following four (4) courses and distances:

**71. N 61° 25' 15" W**, a distance of **1404.73'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

**72. N 52° 06' 23" W**, a distance of **31.93'**, to a cotton spindle set for an angle point of the herein described tract of land;

**73. N 50° 49' 48" W**, a distance of **203.77'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;

**74. N 64° 59' 41" W**, a distance of **1539.01'**, to a 1/2" iron rod located for an exterior corner of the remainder of said 6249.294 acre tract, an angle point of said 218.96 acre tract, an angle point of that called 765.875 acre tract of land

recorded in Document No. 201301624, Official Public Records, Burnet County, Texas, said point being an exterior corner of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 6249.294 acre tract and said 765.875 acre tract, the following ten (10) courses and distances:

- 75. N 72° 04' 18" E**, a distance of **400.13'**, to a 2-5/8" metal pipe fence located for an angle point of the herein described tract of land;
- 76. N 50° 26' 20" E**, a distance of **113.70'**, to a 2-5/8" metal pipe fence located for an angle point of the herein described tract of land;
- 77. N 19° 00' 11" E**, a distance of **202.78'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;
- 78. N 12° 47' 50" E**, a distance of **841.12'**, to a 2-5/8" metal pipe fence located for an angle point of the herein described tract of land;
- 79. S 86° 15' 14" E**, a distance of **598.31'**, to a 60D nail located for an interior corner of the herein described tract of land;
- 80. N 14° 03' 06" W**, a distance of **1857.13'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;
- 81. N 14° 13' 15" W**, a distance of **600.86'**, to a 1/2" iron rod located for an angle point of the herein described tract of land;
- 82. N 14° 17' 01" W**, a distance of **1185.58'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;
- 83. N 14° 22' 41" W**, a distance of **260.71'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an angle point of the herein described tract of land;
- 84. N 14° 11' 29" W**, a distance of **2989.16'**, to a 1/2" iron rod located in a southwest line of the remainder of said 6249.294 acre tract, a northeast line of said 765.875 acre tract, said point being an exterior corner of the herein described tract of land;

Thence, across the remainder of said 6249.294 acre tract, the following two (2) courses and distances:

- 85. N 75° 48' 31" E**, a distance of **1001.57'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of the herein described tract of land;
- 86. N 14° 11' 29" W**, a distance of **409.46'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set at an interior corner of the remainder of said 6249.294 acre tract, the southeast corner of that called 18.078 acre tract of land recorded in Document No. 201704005, Official Public Records, Burnet County, Texas, said point being an angle point of the herein described tract of land;
- 87. Thence**, with a southwest line of the remainder of said 6249.294 acre tract, a northeast line of said 18.078 acre tract, **N 13° 49' 03" W**, a distance of **682.28'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the southeast right-of-way line of County Road 335, being an exterior corner of the remainder of said 6249.294 acre tract, being in a northeast line of said 18.078 acre tract, said point being an exterior corner of the herein described tract of land;
- 88. Thence**, with the southeast right-of-way line of County Road 335, a northwest line of the remainder of said 6249.294 acre tract, **N 73° 32' 22" E**, a distance of **651.52'**, to the **POINT OF BEGINNING** containing **3779.255 acres** of land.

**Note:** The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



*Travis L. Quicksall*  
 Travis L. Quicksall RPLS #6447  
 Date: 01/26/2021  
 Job #20-2000.Overall



## EXHIBIT B

## ADJACENT DECLARANT PROPERTY

Tract 1: Being 6,249.245 acres, more or less, more particularly described on Exhibit B-1 attached hereto, and 6.441 acres, more or less, more particularly described in Exhibit B-2 attached hereto, collectively being all the real property conveyed to Declarant by that certain General Warranty Deed with Vendor's Lien dated June 1, 2005 and recorded at Volume 1337, Page 653 in the Official Public Records of Burnet County, Texas, as affected by that certain Boundary Line Agreement and Special Warranty Deed recorded January 26, 2021 as Document Number 202101242 in the Official Public Records of Burnet County, Texas.

AND

Tract 2: Being 132.135 acres, more or less, more particularly described in Exhibit B-3 attached hereto, being all the real property conveyed to Declarant by that certain Exchange Warranty Deed dated November 2, 2005 and recorded at Volume 1384, Page 961 in the Official Public Records of Burnet County, Texas.

AND

Tract 3: Being 36.238 acres, more or less, more particularly described in Exhibit B-4 attached hereto, being all the real property conveyed to Declarant by that certain General Warranty Deed dated August 14, 2020 and recorded as Document No. 202010312 in the Official Public Records of Burnet County, Texas.

LESS AND EXCEPT ALL OF THE FOLLOWING FROM THE FOREGOING TRACTS:

Being 172.340 acres, more or less, being all the real property conveyed by Declarant to 3 Creeks, Ltd. by that certain Exchange Warranty Deed dated November 15, 2005 and recorded at Volume 1384, Page 969 in the Official Public Records of Burnet County, Texas.

AND

Being 10.156 acres, more or less, being all the real property conveyed by Declarant to Jimmy Lane Calhoun and Joan Marie Calhoun, individuals, by that certain Special Warranty Deed dated August 31, 2010 and recorded as Document No. 201007800 in the Official Public Records of Burnet County, Texas.

AND

Being 38.390 acres, more or less, being all the real property conveyed by Declarant to Jeff E. Bingham and Wendy Bingham by that certain Warranty Deed dated October 31, 2011 and recorded as Document No. 201108388 in the Official Public Records of Burnet County, Texas.

AND

Being 156.923 acres, more or less, being all the real property conveyed by Declarant to Paul Cater by that certain General Warranty Deed dated July 22, 2013 and recorded as Document No. 201306394 in the Official Public Records of Burnet County, Texas.

AND

Being 815.066 acres, more or less, being all the real property conveyed by Declarant to Keeper Whitetails Ranch, LLC by that certain General Warranty Deed dated April 14, 2020 and recorded as Document No. 202004334 in the Official Public Records of Burnet County, Texas.

AND

Being 24.561 acres, more or less, being all the real property conveyed by Declarant to Neil Deeds by that certain General Warranty Deed dated November 2, 2020 and recorded as Document No. 202014594 in the Official Public Records of Burnet County, Texas.

AND

Being 3,779.255 acres, more or less, more particularly described in Exhibit A attached hereto, being all the "Community Property" as defined in this Declaration.

## EXHIBIT B-1

**Watson & Associates Of Mason**

Professional Engineers, Land Surveyors &amp; Planners

201 Westmoreland Street - P.O. Box 463

Mason, Texas 76856

(325)347-6883 phone - (325)347-5522 fax

mwatson@tstar.net



**LEGAL DESCRIPTION:** Being 6249.245 acres of land, approximately 229.577 acres of land out of T. Eldridge Survey No. 5, Abstract No. 288, approximately 80.119 acres of land out of J. Bawcom Survey No. 809, Abstract No. 138, approximately 302.480 acres of land out of Albert G. Foster Survey No. 39, Abstract No. 317, all of the A. McCrary Survey No. 976, Abstract No. 637, all of the E. Mather Survey No. 859, Abstract No. 618, all of the B. Kiser Survey No. 73, Abstract No. 515, approximately 25.785 acres of land out of the M. Dowling Survey No. 1588, Abstract No. 1834, approximately 1.737 acres of land out of R. C. Johnson Survey No. 1479, Abstract No. 1493; all of the B. F. Hester Survey W/2 of Section No. 2 of the E. T. R. R. Co. Survey, Abstract No. 1721, all of the J. M. Hyman Survey E/2of Section No. 2 of the E. T. R. R. Co. Survey, Abstract No. 1758, all of the O. D. Faubion Survey No. 130, Abstract No. 1850, approximately 27.444 acres of land out of the S. F. Hester Survey No. 130, Abstract No. 1757, approximately 105.110 acres of land out of the E. T. R. R. Co. Survey No. 1, Abstract No. 293, approximately 122.774 acres of land out of the S. F. Hester Survey of the west half of the H. & O. B. RR Co. Survey No. 24, Abstract No. 1722, approximately 67.095 acres of land out of the S. F. Hester Survey of the west half of the H. & O. B. RR Co. Survey No. 24, Abstract No. 1881, approximately 277.767 acres of land out of the S. F. Hester Survey of the east half of the H. & O. B. RR Co. Survey No. 24, Abstract No. 1723, approximately 639.409 acres of land out of the H. & O. B. RR Co. Survey No. 23, Abstract No. 1177, all of the J. R. Pace Survey No. 838, Abstract No. 670 and approximately 3357.437 acres of land out of the Anson G. Neal Survey No. 100, Abstract No. 1189 in Burnet County, Texas and being the residue of that certain 7766.8128 acre tract described in a distribution deed to Raleigh Royall Ross recorded in Volume 870, Page 482 of the Official Public Records of Burnet County, Texas; Said 6249.245 acre tract being more particularly described as follows and as surveyed under the supervision of Watson and Associates of Mason in September, 2004:

**BEGINNING** at a fence corner post found in the occupied west line of the Samuel P. Hawes Survey No. 1002, Abstract No. 418, the occupied east line of said Survey No. 5 and the west line of that certain tract conveyed to Keith Althaus by deed recorded in Volume 235, Page 427 of the Deed Records of Burnet County, Texas for the southeast corner of that certain 200.008 acre tract conveyed to Jere L. Robinson, et ux, by deed recorded in Volume 507, Page 458 of said Deed Records, the most northerly northeast corner of said 7766.8128 acre tract and the most northerly northeast corner hereof;

**THENCE** South 14°09'01" East a distance of 2284.32 feet along the general meanders of a fence for the occupied common line of said Survey No. 1002 and said Survey No. 5 and the common line of said "Althaus" tract and said 7766.8128 acre tract to a fence corner post found in the occupied north line of said Survey No. 100 for the occupied southwest corner of said Survey No. 1002, the occupied southeast corner of said Survey No. 5 for the southwest corner of said "Althaus" tract, an interior corner of said 7766.8128 acre tract and an interior corner hereof;

**THENCE** North 75°55'27" East a distance of 2288.43 feet along the general meanders of a fence for the occupied common line of said Survey No. 1002 and said Survey No. 100 and the occupied common line of said "Althaus" tract and said 7766.8128 acre tract, passing at a distance of 1828.62 feet the approximate southeast corner of said Survey No. 1002 for a southeast corner of said "Althaus" tract, continuing along the north line of said Survey No. 100 and the north line of said 7766.8128 acre tract to a fence corner post found in the occupied west line of the Henry Harned Survey No. 852, Abstract No.



464 and a west line of said "Althaus" tract for a corner of said Survey No. 100, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE South 25°22'41" East a distance of 916.77 feet along the general meanders of a fence for the occupied common line of said Survey No. 852 and said Survey No. 100 and the common line of said "Althaus" tract and said 7766.8128 acre tract to a fence corner post found for the occupied southwest corner of said Survey No. 852, an occupied interior corner of said Survey No. 100, an occupied ell corner of said "Althaus" tract, an interior corner of said 7766.8128 acre tract and an interior corner hereof;

THENCE North 65°38'23" East a distance of 2651.34 feet along the general meanders of a fence for the common line of said Survey No. 852 and said Survey No. 100 and common line of said "Althaus" tract and said 7766.8128 acre tract to a 15 inch cedar fence corner found for the occupied southeast corner of said Survey No. 852, the occupied southeast corner of said "Althaus" tract, an interior corner of said Survey No. 100, an interior corner of said 7766.8128 acre tract and an interior corner hereof;

THENCE along the general meanders of a fence for the north line of said 7766.8128 acre tract, the following 2 courses:

1. North 46°50'23" East a distance of 411.17 feet to a fence corner post found;
2. North 19°55'26" East a distance of 284.33 feet to a 60d nail in a fence corner post found in the occupied north line of said Survey No. 100 and being on or near the southwest corner of the W. R. Jennings Survey No. 1421, Abstract No. 1430 for the southwest corner of that certain 185.8 acre tract, the "Third Tract" conveyed to H. W. Hibler by deed recorded in Volume 93, Page 617 of said Deed Records and an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE North 75°34'05" East a distance of 1162.37 feet along the general meanders of a fence for an occupied south line of said 185.8 acre tract and the occupied common line of said Survey No. 1421 and said Survey No. 100 to a fence corner post found for an occupied interior corner of said Survey No. 1421, an occupied ell corner of said Survey No. 100, an occupied interior corner of said 185.8 acre tract, the most easterly northeast corner of said 7766.8128 acre tract and the most easterly northeast corner hereof;

THENCE along the general meanders of a fence for the occupied common line of said Survey No. 100, said Survey No. 1421, the W. A. Star Survey No. 1243, Abstract No. 1194, said 185.8 acre tract and said 7766.8128 acre tract, the following 3 courses:

1. South 22°03'56" East a distance of 1146.00 feet to a fence corner post found;
2. South 19°12'51" East a distance of 971.42 feet to a fence corner post found;
3. South 22°40'05" East a distance of 886.18 feet to a fence corner post found for the occupied southwest corner of said Survey No. 1243, an occupied interior corner of said Survey No. 100, the occupied most southerly southwest corner of said 185.8 acre tract, an interior corner of said 7766.8128 acre tract and an interior corner hereof;

THENCE North 70°46'08" East a distance of 113.35 feet along the general meanders of a fence for the occupied common line of said Survey No. 1243 and said Survey No. 100 and a south line of said 185.8 acre tract and a north line of said 7766.8128 acre tract to a fence corner post found for the occupied northwest corner of the C. F. M. Thorpe Survey No. 856, Abstract No. 921, an occupied ell corner of said Survey No. 100, the occupied northwest corner of that certain fifth tract, consisting of 177 acres, conveyed to Raymond Keyser by deed recorded in Volume 124, Page 9 of the said Deed Records, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE South 21°16'34" East a distance of 261.47 feet along the general meanders of a fence for the occupied common line of said Survey No. 856 and said Survey No. 100 and the occupied common line of said 177 acre tract and said 7766.8128 acre tract to a fence corner post found for the occupied northeast corner of the John H. White Survey No. 580, Abstract No. 982, the occupied northeast corner of that certain fourth tract,

consisting of 200 acres, conveyed to Raymond Keyser by deed recorded in Volume 124, Page 9 of the said Deed Records, an ell corner of said 7766.8128 acre tract and an ell corner hereof and from which an iron rod found with cap bears South 62°54'26" East a distance of 0.44 feet;

THENCE along the general meanders of a fence for occupied northerly and westerly lines of said 200 acre tract, the occupied north and west lines of said Survey No. 580, a southerly and easterly lines of said Survey No. 100, the south line of said "Mather" Survey, an easterly line of said 7766.8128 acre tract, the following 5 courses:

1. South 68°40'52" West a distance of 2191.47 feet to a fence corner post found;
2. South 20°27'20" East a distance of 625.86 feet to a fence corner post found;
3. South 21°09'04" East a distance of 759.55 feet to a fence corner post found;
4. South 21°21'09" East a distance of 397.15 feet to an iron rod found;
5. South 21°19'11" East a distance of 1956.98 feet to a fence corner post found for the occupied most northerly north corner of the R. Fitzgerald Survey, Abstract No. 1167 and an occupied ell corner of said Survey No. 100, a north corner of that certain third tract, consisting of 160 acres, conveyed to Raymond Keyser by deed recorded in Volume 124, Page 9 of the said Deed Records, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE along the general meanders of a fence for the occupied north, west and south lines of said "Fitzgerald" Survey, the occupied north, west and south lines of said 160 acre tract and an east line of said 7766.8128 acre tract, the following 8 courses:

1. South 68°58'20" West a distance of 717.97 feet to a fence corner post found;
2. South 68°41'19" West a distance of 787.92 feet to an iron rod found for the occupied northwest corner of said "Fitzgerald" Survey;
3. South 21°03'46" East a distance of 544.75 feet to a fence corner post found;
4. South 21°08'40" East a distance of 1252.76 feet to a fence corner post found;
5. South 21°27'01" East a distance of 1049.26 feet to an iron rod found for the occupied southwest corner of said "Fitzgerald" Survey;
6. North 69°01'38" East a distance of 541.61 feet to an iron rod found;
7. North 68°18'48" East a distance of 1487.75 feet to a fence corner post found;
8. North 68°29'32" East a distance of 827.48 feet to an iron rod found for the occupied southeast corner of said 160 acre tract, the occupied southeast corner of said "Fitzgerald" Survey, the occupied west corner of that certain second tract, consisting of 383 acres, conveyed to Raymond Keyser by deed recorded in Volume 124, Page 9 of the said Deed Records, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE along the general meanders of a fence for the occupied common line of the S. M. Swenson Survey, Abstract No. 852 and said Survey No. 100 and the common occupied line of said 383 acre tract and said 7766.8128 acre tract, the following three courses:

1. South 39°59'32" East a distance of 1462.19 feet to a fence corner post found;
2. South 40°18'35" East a distance of 1999.51 feet to a fence corner post found;
3. South 40°30'48" East a distance of 579.65 feet to an iron rod found for a corner of that certain 203 acre tract conveyed to Raymond Keyser, et ux, by deed recorded in Volume 278, Page 649 of said Deed Records, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE along the general meanders of a fence for the northwest line of said 203 acre tract, the northwest line of that certain 2094 acre tract conveyed to Raymond Keyser by deed recorded in Volume 124, Page 223 of the said Deed Records and a southeast line of said 7766.8128 acre tract, the following 10 courses:

1. South 26°57'27" East a distance of 105.63 feet to an iron rod found;

2. South 27°46'35" West a distance of 508.62 feet to a 15 inch cedar tree fence corner found;
3. South 76°53'43" West a distance of 451.61 feet to a fence corner post found;
4. South 08°03'57" West a distance of 169.66 feet to an iron rod found;
5. South 46°22'56" East a distance of 302.68 feet to a fence corner post found;
6. South 27°14'49" West a distance of 616.09 feet to a fence corner post found;
7. South 27°35'00" West a distance of 3597.23 feet to a fence corner post found;
8. North 62°19'29" West a distance of 972.17 feet to a fence corner post found;
9. North 61°59'05" West a distance of 480.05 feet to a fence corner post found;
10. North 63°54'40" West a distance of 1202.68 feet to a fence corner post found for the occupied northwest corner of the E. Schnell Survey No. 134, Abstract No. 1800, an occupied ell corner of said 2094 acre tract, an interior corner of said 7766.8128 acre tract and an interior corner hereof;

THENCE along the general meanders of a fence for the occupied common line of said Survey No. 134, the M. J. Estes Survey No. 133, Abstract No. 1524, an occupied west line of said 2094 acre tract and an east line of said 7766.8128 acre tract, the following 4 courses:

1. South 28°19'00" West a distance of 1092.33 feet to a fence corner post found;
2. South 28°38'44" West a distance of 801.05 feet to a fence corner post found;
3. South 27°09'12" West a distance of 187.19 feet to a fence corner post found;
4. South 26°18'08" West a distance of 466.90 feet to an iron rod found for the occupied southwest corner of said Survey No. 133, an occupied ell corner of said 2094 acre tract, an interior corner of said 7766.8128 acre tract and an interior corner hereof;

THENCE South 61°30'49" East a distance of 579.48 feet along the general meanders of a fence for the occupied south line of said Survey No. 133, and the occupied common line of said 2094 acre tract and said 7766.8128 acre tract to a an iron rod found in the occupied east line of said Survey No. 23 for the occupied northwest corner of the Joel D. Rains Survey No. 13, Abstract No. 716, an occupied interior corner of said 2094 acre tract, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE South 27°54'43" West a distance of 381.66 feet along the general meanders of a fence for the occupied common line of said Survey No. 23 and said Survey No. 13 and occupied common line of said 2094 acre tract and said 7766.8128 acre tract to a set stone found for the southwest corner of said 2094 acre tract and the northwest corner of that certain 2818.544 acre tract conveyed to Bar 9.9, L.P. by deed recorded in Volume 766, Page 833 of the said Official Public Records;

THENCE South 27°44'56" West a distance of 4103.18 feet along the general meanders of a fence for the occupied common line of said Survey No. 23 and said Survey No. 13 and occupied common line of said 2818.544 acre tract and said 7766.8128 acre tract to an iron rod found for the northeast corner of those certain three tracts conveyed to Frank Tindle, et ux, by deed recorded in Volume 885, Page 158 of the said Official Public Records and the most southerly southeast corner hereof;

THENCE crossing said 7766.8128 acre tract along the general meanders of a fence for the north line of said "Tindle" tract, the following 32 courses:

1. North 61°49'51" West a distance of 691.39 feet to an iron rod found;
2. North 62°52'13" West a distance of 2480.37 feet to an iron rod found;
3. North 61°58'26" West a distance of 1799.68 feet to a 60d nail atop of a fence corner post found;
4. North 07°58'01" West a distance of 701.80 feet to an iron rod found;
5. North 07°49'15" West a distance of 129.09 feet to an iron rod found;
6. North 62°24'58" West a distance of 1013.09 feet to a fence corner post found;
7. South 20°17'41" West a distance of 334.70 feet to an iron rod found;
8. South 36°28'46" West a distance of 642.45 feet to an iron rod found;

9. South 16°13'49" West a distance of 496.17 feet to an iron rod found;
10. South 35°17'48" West a distance of 89.15 feet to an iron rod found;
11. South 17°01'41" West a distance of 200.00 feet to an iron rod found;
12. South 34°34'52" West a distance of 30.23 feet to an iron rod found;
13. South 48°53'42" West a distance of 1067.65 feet to an iron rod found;
14. North 43°05'22" West a distance of 505.40 feet to an iron rod found;
15. North 16°20'25" West a distance of 723.56 feet to an iron rod found;
16. South 89°10'51" West a distance of 369.79 feet to an iron rod found;
17. South 70°39'04" West a distance of 266.92 feet to an iron rod found;
18. North 75°23'40" West a distance of 280.96 feet to an iron rod found;
19. North 55°24'44" West a distance of 188.15 feet to an iron rod found;
20. North 68°08'33" West a distance of 131.80 feet to an iron rod found;
21. North 15°18'52" East a distance of 1099.43 feet to an iron rod found;
22. North 34°52'24" East a distance of 56.88 feet to an iron rod found;
23. North 34°43'15" East a distance of 1440.69 feet to an iron rod found;
24. North 34°44'09" East a distance of 766.49 feet to an iron rod found;
25. North 08°41'36" East a distance of 540.42 feet to an iron rod found;
26. North 61°54'10" West a distance of 2386.80 feet to an iron rod found;
27. South 63°51'47" West a distance of 1265.13 feet to an iron rod found;
28. North 78°00'17" West a distance of 385.41 feet to an iron rod found;
29. North 28°06'10" West a distance of 257.35 feet to an iron rod found;
30. North 21°43'43" East a distance of 1014.23 feet to an iron rod found;
31. North 50°48'05" West a distance of 203.77 feet to a 60d nail found;
32. North 65°00'27" West a distance of 1539.08 feet to an iron rod found in the west line of said 7766.8128 acre tract for a corner of that certain tract conveyed to Lee William Gaddis, et ux, by deed recorded in Volume 643, Page 65 of the said Deed Records, the northwest corner of said "Tindle" tract and the most westerly southwest corner hereof;

THENCE along the general meanders of a fence for the common line of said "Gaddis" tract and said 7766.8128 acre tract, the following 6 courses:

1. North 72°12'51" East a distance of 399.55 feet to a fence corner post found;
2. North 50°38'44" East a distance of 114.64 feet to a fence corner post found;
3. North 18°54'18" East a distance of 203.35 feet to a fence corner post found in the occupied common line of said Survey No. 1479 and said Survey No. 73;
4. North 12°44'08" East a distance of 840.98 feet to an iron rod found for the occupied northwest corner of said Survey No. 73 and an occupied interior corner of said Survey No. 1479;
5. South 86°16'01" East a distance of 598.64 feet to a fence corner post found in the occupied west line of said survey No. 100 for a occupied interior corner of said Survey No. 1479;
6. North 14°03'28" West a distance of 1857.02 feet to an iron rod found for the northeast corner of said Survey No. 1479, the southeast corner of the J. S. Odle Survey No. 1225, Abstract No. 1261, the northeast corner of that certain 15.539 acre tract described in a deed recorded in Volume 566, Page 446 of said Deed Records;

THENCE North 14°14'30" West a distance of 601.08 feet along the general meanders of a fence for the common line of said Survey No. 1225 and said Survey No. 100 and common line of said 15.539 acre tract and said 7766.8128 acre tract to an iron rod found for the southeast corner of that certain 419.07 acre tract conveyed to Lee Gaddis, et ux, by deed recorded in Volume 961, Page 581 of said Official Public Records and the northeast corner of said 15.539 acre tract;

THENCE along the general meanders of a fence for the common line of said 419.07 acre tract, that certain 13.873 acre tract described in a deed recorded in Volume 554, Page 130 of said Deed Records and said 7766.8128 acre tract the following 4 courses:

1. North 14°16'32" West a distance of 1185.52 feet to a fence corner post found;
2. North 14°22'12" West a distance of 260.70 feet to a fence corner post found;

3. North 14°11'00" West, at a distance of 2989.02 feet to a fence corner post found;
4. North 13°52'42" West a distance of 406.73 feet to an iron rod found in the south line of that certain 209.266 acre tract conveyed to Lorene Barker by deed recorded in Volume 542, Page 604 of said Deed Records and the occupied north line of said Survey No. 100 and the occupied south line of the Conrad Roarer Survey No. 24, Abstract No. 743 for the northeast corner of said 13.873 acre tract, most westerly northwest corner of said 7766.8128 acre tract and the most westerly northwest corner hereof;

THENCE North 75°39'17" East a distance of 999.01 feet along the general meanders of a fence for the occupied common line of said Survey No. 24 and said Survey No. 100 and the common line of said 209.266 acre tract and said 7766.8128 acre tract to an iron rod found in the occupied west line of said Survey No. 809 for the occupied southeast corner of said Survey No. 24, an occupied ell corner of said Survey No. 100 and the southeast corner of said 209.266 acre tract and an interior corner of said 7766.8128 acre tract and an interior corner hereof;

THENCE North 13°52'57" West a distance of 682.49 feet along the general meanders of a fence for the occupied common line of said Survey No. 24 and said Survey No. 809 to a fence corner post found for the southwest corner of that certain 76.675 acre tract conveyed to Rankin Hyatt, et ux, by deed recorded in Volume 310, Page 280 of said Deed Records, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE along the general meanders of a fence for the common line of said 76.675 acre tract and said 7766.8128 acre tract, the following 5 courses:

1. North 73°33'05" East a distance of 1544.58 feet to a fence corner post found;
2. South 73°38'34" East a distance of 599.00 feet to a fence corner post found;
3. North 03°48'21" West a distance of 300.12 feet to a fence corner post found;
4. North 08°05'10" West a distance of 494.32 feet to a 36 inch Live Oak tree fence corner found;
5. North 45°38'22" West a distance of 517.07 feet to a fence corner post found for a corner of said 76.675 acre tract and of that certain 0.513 acre tract conveyed to Rankin Hyatt, et ux, by deed recorded in Volume 310, Page 283 of said Deed Records;

THENCE along the northwest line of said 7766.8128 acre tract, the following 3 courses:

1. North 26°25'18" East a distance of 201.60 feet to a fence post found;
2. North 25°12'42" East a distance of 917.43 feet to a fence post found;
3. North 18°06'29" West a distance of 36.15 feet to a fence corner post found for the occupied south corner of that certain 36.10 acre tract conveyed to Gary A. Rowland, et ux, by deed recorded in Volume 486, Page 173 of said Deed Records and the occupied east corner of that certain 125.00 acre tract conveyed to Stuart M. Nunnally, et ux, by deed recorded in Volume 728, Page 86 of said Deed Records;

THENCE along the general meanders of a fence for the occupied common line of said 36.10 acre tract and said 7766.8128 acre tract, the following 8 courses:


1. North 24°12'56" East a distance of 155.23 feet to an iron rod found;
2. North 15°06'57" East a distance of 584.20 feet to a fence corner post found;
3. North 00°07'04" West a distance of 420.41 feet to a fence corner post found;
4. North 82°09'34" East a distance of 263.43 feet to a fence corner post found;
5. North 47°52'20" East a distance of 231.30 feet to a fence corner post found;
6. North 47°13'12" West a distance of 48.34 feet to a fence corner post found;
7. North 52°01'25" West a distance of 121.73 feet to a fence corner post found;
8. North 23°44'29" East a distance of 798.44 feet to a fence corner post found in the south line of said 200.008 acre tract for the northeast corner of said 36.10 acre tract, an ell corner of said 7766.8128 acre tract and an ell corner hereof;

THENCE North 75°46'32" East a distance of 3535.99 feet along the general meanders of a fence for the south line of said 200.008 acre tract and the north line of said 7766.8128 acre tract to the **POINT OF BEGINNING**, containing 6249.245 acres, more or less, as shown on the certified plat prepared herewith.

Note: Bearings, distance and acreage are grid, NAD 83, US TX Central Zone and are obtained by normal GPS techniques. Iron rods set are 1/2 inch rebar with plastic caps marked "WATSON 5740".

Surveyed by:

September 23, 2004

  
Mark R. Watson, RPLS #5740  
Job No. MU400617



## EXHIBIT B-2

**Watson & Associates Of Mason**

Professional Engineers, Land Surveyors &amp; Planners

201 Westmoreland Street - P.O. Box 463

Mason, Texas 76856

(325)347-6883 phone - (325)347-5522 fax

[mwatson@tstar.net](mailto:mwatson@tstar.net)

**LEGAL DESCRIPTION:** Being 6.441 acres, approximately 4.398 acres of land out of the Albert G. Foster Survey No. 39, Abstract No. 317 and approximately 2.043 acres of land out of the T. Eldridge Survey No. 5, Abstract No. 288 in Burnet County, Texas and being a portion of that certain 7662 acre tract recorded in Volume 135, Page 146 of the Deed Records of Burnet County, Texas; Said 6.441 acre tract being more particularly described as follows and as surveyed under the supervision of Watson and Associates of Mason in October, 2004:

**BEGINNING** at a calculated point in the center of a cattle guard found and the centerline of a County Road and in the northwest line of that certain 6249.294 acre tract surveyed this same date by Watson & Associates of Mason for the southeast corner of that certain 125.00 acre tract conveyed to Stuart M. Nunnally, et ux, by deed recorded in Volume 728, Page 86 of said Deed Records, the southwest corner of that certain 36.10 acre tract conveyed to Gary A. Rowland, et ux, by deed recorded in Volume 486, Page 173 of said Deed Records and the northeast corner hereof;

**THENCE** crossing said 7662 acre tract and along the northwest line of said 6249.294 acre tract, the following 3 courses:

1. South 35°04'18" East a distance of 55.93 feet to a 2 ½ inch pipe fence corner post found
2. South 25°12'42" West a distance of 917.43 feet to a 4 inch pipe fence corner post found;
3. South 26°25'18" West a distance of 201.60 feet to a 6 inch cedar fence corner post found for a corner of that certain 0.513 acre tract conveyed to Rankin Hyatt, et ux, by deed recorded in Volume 310, Page 283 of said Deed Records and a corner of that certain 76.675 acre tract conveyed to Rankin Hyatt, et ux, by deed recorded in Volume 310, Page 280 of said Deed Records and the southeast corner hereof;

**THENCE** along the general meanders of a fence for the north line of said 0.513 acre tract and crossing said 7662 acre tract, the following 3 courses:

1. North 56°42'23" West a distance of 44.50 feet to a 2 ½ inch pipe fence corner post found;
2. North 79°36'06" West a distance of 115.17 feet to a 2 ½ inch pipe fence corner post found;
3. South 71°13'16" West a distance of 77.44 feet to a calculated point for the northwest corner of said 0.153 acre tract, a corner of said 76.675 acre tract and the southwest corner hereof and from which a 2 ½ inch pipe post fence corner post bears South 71°13'16" West a distance of 35.28 feet;

**THENCE** along the general meanders of a fence for an east line of said 76.675 acre tract and the occupied west line of said 7662 acre tract, the following 3 courses:

1. North 21°31'42" West a distance of 90.29 feet to a 2 inch cedar fence corner post found;
2. North 14°11'31" West a distance of 109.06 feet to a 5 inch pine fence corner post found;
3. North 26°08'24" West a distance of 113.69 feet to a 60D nail atop a 4 inch cedar fence corner post found in the occupied south line of said 125.00 acre tract for an occupied corner of said 76.675 acre tract, an occupied corner of said 7662 acre tract and the west corner hereof;

THENCE along the general meanders of a fence for the south line of said 125.00 acre tract and an occupied northwest line of said 7662 acre tract, the following 5 courses:

1. North 50°53'10" East a distance of 240.48 feet to a 3 inch cedar fence corner post found;
2. North 43°13'08" East a distance of 113.30 feet to a 60D nail atop of a fence corner post found;
3. North 41°11'34" East a distance of 247.08 feet to a 60D nail atop a fence corner post found;
4. South 65°23'30" East a distance of 85.52 feet to a 4 inch cedar fence corner post found;
5. North 37°38'46" East a distance of 454.27 feet to the POINT OF BEGINNING, containing 6.441 acres, more or less, as shown on the certified plat prepared herewith.

Note: Bearings, distance and acreage are grid, NAD 83, US TX Central Zone and are obtained by normal GPS techniques. Iron rods set are 1/2 inch rebar with plastic caps marked "WATSON 5740".

Surveyed by:

October 22, 2004


  
 Mark R. Watson, RPLS #5740  
 Job No. M0400617\_6.441





EXHIBIT B-3

**Watson & Associates Of Mason****Professional Engineers, Land Surveyors & Planners**

201 Westmoreland Street - P.O. Box 463

Mason, Texas 76856

(325)347-6883 phone - (325)347-5522 fax

[mwatson@tstar.net](mailto:mwatson@tstar.net)

**LEGAL DESCRIPTION:** Being 132.135 acres of land, being out the E. Schnell Survey No. 134, Abstract No. 1800, the M. J. Estes Survey No. 133, Abstract No. 1524 and the Joel D. Rains Survey No. 13, Abstract No. 716 in Burnet County, Texas and being a portion of that certain 2094 acre tract of land described in Volume 124, Page 223 of Deed Records of said Burnet County; Said 132.135 acre tract being more particularly described as follows and as surveyed under the supervision of Watson and Associates of Mason in August, 2005:

**BEGINNING** at a 8 inch cedar fence corner post found for an interior corner of that certain 6249.294 acre tract surveyed April 23, 2004 by Watson and Associates of Mason, an interior corner of said 2094 acre tract and the north corner hereof;

**THENCE** along a southwest line of said 6249.294 acre tract and a northeast line of said 2094 acre tract, the following 3 courses:

1. South 63°54'40" East a distance of 1202.68 feet to a 2 1/2 inch fence corner post found;
2. South 61°59'05" East a distance of 480.05 feet to a fence corner post found;
3. South 62°19'29" East, at a distance of 104.21 feet pass a calculated point for the west corner of that certain 172.340 acre tract surveyed this same day by Watson and Associates of Mason, along the southwest line of said 172.340 acre tract a total distance of 584.73 feet to a fence corner post found for the east corner hereof;

**THENCE** crossing said 2094 acre tract, the following 4 courses:

1. South 28°17'46" West a distance of 614.30 feet to a fence gate post found;
2. South 34°29'34" West a distance of 1219.06 feet to a fence corner post found;
3. South 79°58'14" West a distance of 638.48 feet to a fence corner post found;
4. South 29°04'30" West a distance of 730.38 feet to a fence corner post found in the north line of that certain 2818.544 acre tract conveyed to Bar 9.9, L.P. by deed recorded in Volume 766, Page 833 of the said Official Public Records and the southwest line of said 2094 acre tract for the south corner hereof;

**THENCE** along the general meanders of a fence for the southwest line of said 2094 acre tract and the northeast line of said 2818.544 acre tract, the following 4 courses:

1. North 63°14'09" West a distance of 145.80 feet to a fence corner post found;
2. South 62°44'10" West a distance of 318.26 feet to a fence corner post found;

3. North 63°49'00" West a distance of 63.02 feet to a fence corner post found;
4. North 64°09'23" West a distance of 499.70 feet to a set stone found in a southeast line of said 6249.294 acre tract for the southwest corner of said 2094 acre tract, the northwest corner of said 2818.544 acre tract and an exterior corner hereof;

THENCE along a southeast line of said 6249.294 acre tract and a northwest line of said 2094 acre tract, the following 6 courses:

1. North 27°54'43" East a distance of 381.66 feet to a 1/2 inch iron rod found;
2. North 61°30'49" West a distance of 579.48 feet to a 1/2 inch iron rod found;
3. North 26°18'08" East a distance of 466.90 feet to a fence corner post found;
4. North 27°09'12" East a distance of 187.19 feet to a fence corner post found;
5. North 28°38'45" East a distance of 801.05 feet to a fence corner post found;
6. North 28°19'00" East a distance of 1092.33 feet to the **POINT OF BEGINNING**, containing 132.135 acres, more or less, as shown on the certified plat prepared herewith.

Bearings, distance and acreage are grid, NAD 83, US TX Central Zone and are obtained by normal GPS techniques. See said survey of 6249.294 acre tract for further reference concerning placement of survey lines and corners. Iron rods set are 1/2 inch rebar with plastic caps marked "WATSON 5740".

Surveyed by:



Mark R. Watson, RPLS #5740  
Job No. M0501376

August 16, 2005

Revised September 20, 2005

1384 0966

OFFICIAL PUBLIC RECORD  
COMBET COUNTY, TEXAS



## EXHIBIT B-4



Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950

1430 N. Robertson Road, Salado, Texas 76571

**FIELD NOTES FOR A 36.238 ACRE TRACT OF LAND:**

**BEING A 36.238 ACRE TRACT OF LAND**, LOCATED IN THE THOMAS ELDRIDGE SURVEY, ABSTRACT NO. 288, BURNET COUNTY, TEXAS; SAID 36.238 ACRE TRACT, BEING ALL OF THAT CALLED 36.10 ACRE TRACT OF LAND RECORDED IN VOLUME 486, PAGE 173, DEED RECORDS, BURNET COUNTY, TEXAS; SAID 36.238 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 2" metal pipe fence post located for the northeast corner of said 36.10 acre tract, being an exterior corner of that called 6249.245 acre tract of land recorded in Volume 1337, Page 653, Official Public Records, Burnet County, Texas, being in the southeast line of that called 200.08 acre tract of land known as "Tract I", recorded in Volume 507, Page 458, Deed Records, Burnet County, Texas, and being the northeast corner of the herein described tract of land;

Thence, with the common boundary lines of said 36.10 acre tract and said 6249.245 acre tract, the following seven (7) courses and distances:

1. **S 23° 35' 08" W**, a distance of **801.60'** (Record: S 23° 45' 20" W, a distance of 801.30'), to a 6" metal pipe fence post located for an angle point of the herein described tract of land;
2. **S 50° 52' 06" E**, a distance of **167.71'**, to a 2" metal pipe fence post located for an exterior corner of the herein described tract of land;
3. **S 47° 28' 58" W**, a distance of **230.51'** (Record: S 47° 52' 20" W, a distance of 231.99'), to a 2" metal pipe fence post located for an angle point of the herein described tract of land;

4. **S 82° 28' 09" W**, a distance of **262.42'** (Record: S 82° 30' 20" W, a distance of 263.21'), to a 3" metal pipe fence post located for an interior corner of the herein described tract of land;
5. **S 00° 28' 29" E**, a distance of **422.74'** (Record: S 00° 21' 40" E, a distance of 422.20'), to a 2" metal pipe fence post located for an angle point of the herein described tract of land;
6. **S 15° 16' 59" W**, a distance of **578.78'** (Record: S 15° 12' 20" W, a distance of 584.49'), to a 4" metal pipe fence post located for an angle point of the herein described tract of land;
7. **S 34° 34' 52" W**, a distance of **157.77'** (Record: S 34° 14' 20" W, a distance of 153.50'), to a mag nail set in asphalt in the center of County Road 335, being the southernmost point of said 36.10 acre tract, an exterior angle point of that called 125.00 acre tract of land recorded in Volume 728, Page 86, Deed Records, Burnet County, Texas, and being the southernmost point of the herein described tract of land;

Thence, with the common boundary lines of said 36.10 acre tract and said 125.00 acre tract, following the center of County Road 335, the following seven (7) courses and distances:

8. **N 17° 56' 18" W**, a distance of **131.80'** (Record: N 17° 44' 40" W, a distance of 131.80'), to a mag nail set in asphalt for an angle point of the herein described tract of land;
9. **N 33° 46' 18" W**, a distance of **197.70'** (Record: N 33° 34' 40" W, a distance of 197.70'), to a mag nail located in asphalt for an angle point of the herein described tract of land;
10. **N 25° 44' 18" W**, a distance of **149.10'** (Record: N 25° 32' 40" W, a distance of 150.00'), to a mag nail located in asphalt for an angle point of the herein described tract of land;
11. **N 14° 56' 10" W**, a distance of **100.00'** (Record: N 14° 54' 40" W, a distance of 100.00'), to a mag nail located in asphalt for an angle point of the herein described tract of land;

- 12. N 00° 10' 39" E**, a distance of **100.08'** (Record: N 00° 07' 20" E, a distance of 100.00'), to a mag nail located in asphalt for an angle point of the herein described tract of land;
- 13. N 16° 52' 37" E**, a distance of **532.97'** (Record: N 16° 48' 20" E, a distance of 533.30'), to a mag nail located in asphalt for an angle point of the herein described tract of land;
- 14. N 29° 33' 55" E**, a distance of **219.70'** (Record: N 29° 29' 20" E, a distance of 219.73'), to a mag nail located in asphalt in County Road 335, being an interior corner of said 36.10 acre tract, an exterior corner of said 125.00 acre tract, and being an interior corner of the herein described tract of land;

Thence, departing County Road 335, with the common boundary lines of said 36.10 acre tract and said 125.00 acre tract, the following two (2) courses and distances:

- 15. S 75° 52' 55" W**, a distance of **1095.47'** (Record: S 75° 48' 20" W, a distance of 1095.47'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the westernmost southwest corner of the herein described tract of land;
- 16. N 14° 29' 30" W**, a distance of **587.00'** (Record: N 14° 30' 40" W, a distance of 585.81'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the northwest corner of said 36.10 acre tract, an exterior corner of said 125.00 acre tract, being in a southeast line of that called 150 acre tract of land recorded in Volume 613, Page 115, Deed Records, Burnet County, Texas, and being the northwest corner of the herein described tract of land;
- 17. Thence**, with a northwest line of said 36.10 acre tract, a southeast line of said 150 acre tract, **N 75° 46' 38" E**, a distance of **545.78'** (Record: N 78° 44' 20" E, a distance of 545.78'), to a 2" metal pipe fence post located for an exterior corner of said 36.10, an exterior corner of that called 1.44 acre access easement recorded in Volume 613, Page 115, Deed Records, Burnet County, Texas, and being an exterior corner of the herein described tract of land;

Thence, with the common boundary lines of said 36.10 acre tract and said 1.44 acre access easement, the following three (3) courses and distances:

18. **S 14° 13' 22" E**, a distance of **50.00'** (Record: S 14° 15' 40" E, a distance of 50.00'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of the herein described tract of land;
19. **N 75° 46' 38" E**, a distance of **1250.00'** (Record: N 75° 44' 20" E, a distance of 1250.00'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of the herein described tract of land;
20. **N 14° 13' 22" W**, a distance of **50.00'** (Record: N 14° 15' 40" W, a distance of 50.00'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an exterior corner of said 36.10 acre tract, the northeast corner of said 1.44 acre access easement, being in the southeast line of that called 200.08 acre tract of land known as "Tract 1", recorded in Volume 507, Page 458, Deed Records, Burnet County, Texas, and being an exterior corner of the herein described tract of land;
21. **Thence**, with a northwest line of said 36.10 acre tract, the southeast line of said 200.08 acre tract, **N 75° 46' 38" E**, a distance of **315.06'** (Record: N 75° 44' 20" E, a distance of 314.38'), to the **POINT OF BEGINNING** containing **36.238 acres** of land.

**Note:** The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



*Travis L. Quicksall*  
 Travis L. Quicksall RPLS #6447  
 Date: 07/08/2020  
 Job #20-2000.1

LED AND RECORDED

EXHIBIT C

DESCRIPTION OF ROADWAY EASEMENT

Being all of High Mountain Road, according to the map or plat thereof recorded as Document No. 202100584 in the Official Public Records of Burnet County, Texas.



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Janet Parker*

Janet Parker, County Clerk

Burnet County Texas

1/27/2021 10:05:29 AM

FEE: \$210.00

202101347

RES