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**KISSING TREE**  
**SAN MARCOS ★ TEXAS**

**MASTER COVENANT**

EFFECTIVE DATE: OCTOBER 24, 2016

*A Master Planned Community  
Hays County, Texas*

**NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS MASTER COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 11.05 BELOW.**

**Declarant: CARMA PASO ROBLES, LLC, a Texas limited liability company**

# KISSING TREE

SAN MARCOS ★ TEXAS

## MASTER COVENANT

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# KISSING TREE

SAN MARCOS ★ TEXAS

## MASTER COVENANT

This Kissing Tree Master Covenant (the "Master Covenant") is made by **CARMA PASO ROBLES, LLC**, a Texas limited liability company (the "Declarant"), and is as follows:

### RECITALS:

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

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property.

C. Portions of the Property may be made subject to this Master Covenant upon the Recording of one or more Notices of Annexation pursuant to *Section 11.05* below, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Master Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Master Covenant.

No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Annexation is Recorded. A Notice of Annexation may only be Recorded by Declarant.

### PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT AREA

"Property"	Described on <u>Exhibit "A"</u> . This is the land that <u>may be made</u> subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation. Declarant has no obligation to annex all or any portion of the Property to this Master Covenant.
"Development"	This is the portion of the Property that <u>has been made</u> subject to this Master Covenant through the Recording of a Notice of Annexation.
"Development Area"	This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.

D. This Master Covenant serves notice that upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Master Covenant.

KISSING TREE  
MASTER COVENANT

**NOW, THEREFORE**, it is hereby declared that: (a) those portions of the Property as and when made subject to this Master Covenant by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (b) each contract or deed conveying those portions of the Property which are made subject to this Master Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Master Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of this Master Covenant, the text of this Master Covenant will control.

**ARTICLE 1**  
**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Covenant will have the meanings hereinafter specified:

**“Applicable Law”** means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development and any other applicable building codes, zoning restrictions, permits and ordinances adopted by the City (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are **“Applicable Law”** on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**“Assessment”** or **“Assessments”** means assessments imposed by the Association under this Master Covenant.

**“Assessment Unit”** has the meaning set forth in *Section 6.10*.

**“Association”** means Kissing Tree Master Community, Inc., a Texas nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Master Covenant, the Certificate, the Bylaws, and Applicable Law.

**“Board”** means the Board of Directors of the Association.

**“Bulk Rate Contract”** or **“Bulk Rate Contracts”** means one or more contracts which are entered into by the Association for the provision of services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial to the

Development and/or the Association. Each Bulk Rate Contract must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

**"Bylaws"** mean the Bylaws of the Association as adopted and as amended from time to time.

**"Certificate"** means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

**"City"** means the City of San Marcos, Texas, a Texas home rule municipality.

**"Club"** shall mean the Kissing Tree Golf and Social Club.

**"Club Facilities"** shall mean the Improvements and tangible and intangible personal property on the Club Real Property which have been constructed and/or made available to the Members pursuant to this Master Covenant. At the time this Master Covenant is Recorded (subject to Declarant's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend the Club Facilities at any time subject to the provisions hereof), the Club Facilities are planned to include (a) an 18 hole Golf Course, and (b) one or more clubhouses or amenity centers, including grounds, a fitness center, meeting rooms, dining room and cafe, function rooms, spa facility, parking areas, sports shop(s), one or more swimming pools, and tennis/activity center and appurtenant facilities. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

**"Club Manager"** shall mean the entity operating and managing the Club, at any time, together with its officers, owners, governing board or committee members, members, employees and agents. Declarant reserves the right to designate the Club Manager in Declarant's sole and absolute discretion during the Development Period.

**"Club Parties"** shall mean Declarant, the Association, and any officer, owner, member, director, agent or partner of any of Declarant and Association, and any officer, owner or director of any of the foregoing; the Club, Club staff, employees, and contractors; Club Manager; Club guests, invitees and designees; Club tournament participants, staff, sponsors and officials; and Club function and party participants.

**"Club Property"** shall mean the Club Real Property and the Club Facilities. At the time this Master Covenant is Recorded, Declarant anticipates that the Club Property will be conveyed to the Association no later than two (2) years after completion of the Club Facilities.

**"Club Real Property"** shall initially mean the real property described on Exhibit "B" attached hereto and made a part hereof. THE CLUB REAL PROPERTY IS SUBJECT TO CHANGE AT ANY TIME IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION. The Club Real Property shall include any real property designated by Declarant during the Development Period, and the Board thereafter, as part of the Club Real Property by amendment to this Master Covenant, which amendment shall not require the approval or consent of either the Association or any non-Declarant Owner.

**"Commercial Lot"** means a Lot, if any, within the Development, other than Common Area or Special Common Area, which is designated by Declarant for business or commercial use. The term "business or commercial use" shall include, but shall not be limited to, all office, retail, wholesale, manufacturing, and service activities, and may also be deemed to include multi-family, duplex and

apartment housing of various densities. A Commercial Lot, for the purpose of this Master Covenant, may also include a Lot upon which a commercial or residential condominium regime will be impressed.

**"Common Area"** means any property or facilities that the Association owns or in which it otherwise holds rights or obligations, including, but not limited to, any property or facilities held by Declarant for the benefit of the Association or its Members. Declarant may convey Common Area to the Association from time to time in its sole discretion. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified in the Recorded written instrument will be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public. The term Common Area may include any or all of the Club Property when such Club Property is conveyed to the Association.

**"Community Enhancement Covenant"** means that separate Recorded instrument containing covenants, restrictions, conditions and/or limitations, to which portions of the Property are subjected for the purposes of authorizing the Association to levy, collect and administer that certain "Community Enhancement Fee" as further defined therein and for such other purposes as set forth therein.

**"Condominium Unit"** means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated in any Development Area Declaration for residential, commercial or live/work purposes.

**"Declarant"** means **CARMA PASO ROBLES, LLC**, a Texas limited liability company, and shall include any entity which is at least fifty percent (50%) owned or controlled by Declarant. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Master Covenant.

**Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, or to direct the size, shape and composition of the Property and the Development. These special rights are described in this Master Covenant. Many of these rights do not terminate until either Declarant: (a) has sold all Lots or Condominium Units which may be created out of the Property; or (b) voluntarily terminates these rights by a Recorded written instrument. Declarant may also assign, in whole or in part, all or any of Declarant's rights established under the terms and provisions of this Master Covenant to one or more third-parties.**

**"Development"** refers to all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.



**“Development Area”** means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Master Covenant.

**“Development Area Declaration”** means, with respect to any Development Area, the separate Recorded instrument setting forth revised covenants, conditions, restrictions, limitations and/or easements (that may be in addition to those contained in this Master Covenant) applicable only to the portion of the Development identified therein or as otherwise set forth in one or more Notices of Annexation Recorded pursuant to *Section 11.05* below. A Development Area Declaration may be amended from time to time, pursuant to the terms of the Development Area Declaration.

**“Development Period”** means the period of time beginning on the date when this Master Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, or marketing of the Property and the Development, or the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

**“District”** means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code; or (c) any other similarly constituted governmental or quasi-governmental entity created for the purpose of providing benefits or services to the Development.

**“Documents”** means, singularly or collectively, as the case may be, this Master Covenant, the Certificate, Bylaws, the Policy Manual, the Community Enhancement Covenant, the Modification Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation, as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Master Covenant or any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of a Document. See Table 1 for a summary of the Documents.

**“Golf Course”** means a portion of the Club Property from time to time used or utilized by the Club for golf course operations, and includes, but is not limited to, any fairway, landscaped features, rough, waste area, trap, hazard, lake, water feature, irrigation facility, drainage facility, cart barn, driving range, parking lot, maintenance facility, tee boxes, greens, cart paths, putting course, utility connections and related utility easements, food and beverage facilities, restrooms, and any other Improvements or facilities related to the golf course operations.

**“Homebuilder”** refers to Brookfield Residential Kissing Tree, LLC, a Texas limited liability company or any other entity who is in the business of constructing residences and acquires all or a portion of the Property to construct residences for resale to third parties.

**“Improvement”** means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities,

detention/retention ponds, water features, fences, walls, signage, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, homes, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, fountains, statues, flags, swing-sets, playscapes, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings and exterior air conditioning equipment or fixtures.

**"Individual Assessment"** means an Assessment levied against a Lots or Condominium Unit as described in *Section 6.07*.

**"Kissing Tree Reviewer"** means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Kissing Tree Reviewer will automatically be transferred to an ACC, the members of which shall be appointed by the Board as set forth in *Section 7.02* below.

**"Lot"** means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established, and may include both Commercial Lots and Residential Lots.

**"Majority"** means more than half.

**"Manager"** has the meaning set forth in *Section 3.08(h)*.

**"Master Covenant"** means this Master Covenant, as amended from time to time, containing covenants, conditions, restrictions, limitations and/or easements applicable to all or any portion of the Property made subject hereto by one or more Notices of Annexation Recorded pursuant to *Section 11.05* below.

**"Material Adverse Effect"** means any act, event, occurrence, change in facts, conditions or other change or effect which has been or could reasonably be expected to be materially adverse to any Owner or its assignee within the Development Tract, its business, operations or results of operations, its development or build-out opportunities, its financial condition or any material asset (including, without limitation, all or any portion of the Development or Improvements thereon owned or occupied by an Owner or its assignee).

**"Maximum Number of Lots"** means the maximum number of Lots that may be created and made subject to this Master Covenant. The Maximum Number of Lots is four thousand (4,000). Until expiration or termination of the Development Period, Declarant may unilaterally amend the Maximum Number of Lots by Recorded written instrument.

**"Member"** means each person or entity that holds membership privileges in the Association.

**"Modification Guidelines"** means the standards for design, construction, and modification of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, and adopted pursuant to *Section 7.04(b)*, as the same may be amended from time to time, including but

not limited to any supplemental guidelines which may be adopted from time to time for portions of the Development. The Modification Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Kissing Tree Reviewer may adopt, and amend from time to time, the Modification Guidelines applicable to the Development or any Development Area, or any portion thereof. The Modification Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Master Covenant to the contrary, Declarant will have no obligation to establish Modification Guidelines for the Development or any portion thereof.

**"Mortgage"** means any mortgage or deed of trust securing indebtedness and covering any Lot or Condominium Unit.

**"Mortgagee"** means the holder of any Mortgage.

**"Notice of Annexation"** means the Recorded notice executed by Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Master Covenant in accordance with *Section 11.05* below. A Notice of Annexation may also subject a portion of the Property to a previously Recorded Development Area Declaration.

**"Notice of Plat Recordation"** means the Recorded notice executed by Declarant for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat and withdrawing those portions of the Property which are included on the Plat but not shown as a Residential Lot from the terms and provisions of this Master Covenant in accordance with *Section 11.06* below.

**"Occupant"** means any resident, occupant, or tenant of a Lot or Condominium Unit, other than the Owner of such Lot or Condominium Unit.

**"Ordinary Public View"** means anything which can be seen in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk, Common Area or Special Common Area.

**"Owner"** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Occupant. A Mortgagee who acquires title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure is an Owner. A person or entity having an ownership interest in a Lot or Condominium Unit merely as security for the performance of an obligation is not an Owner. Every Owner is a Member of the Association.

**"Plat"** means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

**"Policy Manual"** means the policy manual, which may be initially adopted and Recorded by Declarant as part of the initial project documentation for the Development. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be amended or modified, from time to time, by a Majority of the Board. Until the expiration or termination of the Development Period, any amendment or modification to the Policy Manual must be approved in advance and in writing by Declarant.

**"Property"** means all of that certain real property described on Exhibit "A", attached hereto, that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to *Section 11.05* below, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 11.03* and *Section 11.04* of this Master Covenant.

**"Record, Recording, Recordation and Recorded"** means recorded in the Official Public Records of Hays County, Texas.

**"Regular Assessments"** means those Assessments levied against the Lots and/or Condominium Units as described in *Section 6.03* for the purpose of funding the estimated net expenses of the Association as reflected on the annual budget.

**"Representative System of Voting"** means the method of voting which may be established by Declarant pursuant to *Section 3.06* below. Declarant shall have no obligation to implement the Representative System of Voting.

**"Residential Developer"** refers to any Owner who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

**"Residential Lot"** means a Lot which is designated solely for residential use.

**"Rules"** mean any instrument, however denominated, which may be initially adopted by Declarant as part of the Policy Manual, or subsequently adopted by the Board, for the regulation and management of the Development, including any amendments to those instruments. During the Development Period, any amendment to the Rules must be approved in advance and in writing by Declarant, unless such approval is otherwise waived by Declarant in its sole discretion.

**"Service Area"** means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Master Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

**"Service Area Assessments"** means those Assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 6.06*.

**"Service Area Expenses"** means the estimated or actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include reserves for operations, capital repairs, and replacements.

**"Special Assessments"** means those Assessments levied against the Lots and/or Condominium Units as described in *Section 6.04* for the purpose of enabling the Board to carry out the functions of the Association under the Documents, as may be determined from time to time by the Board in its sole discretion.

**“Special Common Area”** means any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, which is designated by Declarant in a Notice of Annexation, Development Area Declaration, or any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto, and which have been or will be conveyed to the Association, or as to which the Association will be granted rights or obligations, or otherwise held by Declarant for the benefit of the Association, as further set forth in *Section 2.05*.

**“Special Common Area Assessments”** means assessments levied against the Lots and/or Condominium Units as described in *Section 6.05*.

**“Special Common Area Expenses”** means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

**“Village”** has the meaning set forth in *Section 3.02*.

**“Village Delegate”** means the representative elected by the Owners of Lots and Condominium Units in each Village pursuant to the Representative System of Voting (as further defined herein) which may be established by Declarant to cast the votes of all Lots and Condominium Units in the Village on all matters requiring a vote of the membership of the Association, except for the following situations in which this Master Covenant specifically requires Members or Owners to cast their vote individually: (a) changes to the term of this Master Covenant as described in *Section 12.01*; (b) amendments to this Master Covenant as described in *Section 12.03*; and (c) initiation of any judicial or administrative proceeding as described in *Section 12.04*. Notwithstanding the foregoing, the Documents may set forth additional circumstances in which the Members or Owners are required to cast their vote individually, and voting by Village Delegates is prohibited.

**“Voting Group”** has the meaning set forth in *Section 3.07* below.

**“Working Capital Assessments”** means those one-time Assessments payable to the Association upon transfer of title of a Lot or Condominium Unit as described in *Section 6.08* for the purpose of establishing working capital, which may include the use of such amounts by the Association to discharge operating expenses.

<b>TABLE 1: DOCUMENTS</b>	
<b>Master Covenant</b> (Recorded)	Creates obligations that are binding upon the Association and all present and future Owners of all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.
<b>Community Enhancement Covenant</b> (Recorded)	Establishes fee payable to the Association for enhancement purposes within the Development.
<b>Notice of Annexation</b>	Describes the portion of the Property being made subject to the terms and provisions of this Master Covenant and any

(Recorded)	applicable Development Area Declaration.
<b>Development Area Declaration</b> (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
<b>Certificate of Formation</b> (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
<b>Bylaws</b> (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
<b>Policy Manual</b> (Recorded)	Establishes the Rules and policies governing the Association and the Development.
<b>Modification Guidelines</b> (if adopted, Recorded)	If adopted, governs the design and architectural standards for the construction of Improvements and modifications thereto. Declarant will have no obligation to establish Modification Guidelines for the Development.
<b>Rules</b> (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development. The Rules may be included within the Policy Manual.
<b>Board Resolutions</b> (adopted by the Board of the Association)	Documented decision-making by the Board to establish rules, policies, and procedures for the Association.
<b>Notice of Plat Recordation</b> (Recorded)	Identifies specific Residential Lots on a Plat and upon Recordation. withdraws all Property other than Lots from the terms and provisions of this Master Covenant. Declarant shall have no obligation to record a Notice of Plat Recordation.

**ARTICLE 2**  
**GENERAL RESTRICTIONS**

**2.01 General.**

(a) Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Annexation has been Recorded in accordance with *Section 11.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT UNTIL A NOTICE OF ANNEXATION HAS BEEN RECORDED.**

In addition to the terms of the Documents, the Property may also be subject to certain requirements pertaining to the use and development of the Property imposed by the Edwards Aquifer Protection Program, including but not limited to specific requirements for landscaping and the use of fertilizers, pesticides and herbicides, to the extent applicable. **EACH OWNER IS ADVISED TO REVIEW SUCH REQUIREMENTS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN THE DEVELOPMENT TO INSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.**

(b) Compliance with Applicable Law and the Documents. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for

compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, an approval by the Kissing Tree Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. The Association, each Owner, Occupant or other user of any portion of the Development must comply with the Documents and Applicable Law, as supplemented, modified or amended from time to time.

(c) Approval of Regulatory Submission Items. Each non-Declarant Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by a non-Declarant Owner pursuant to any zoning ordinance applicable to the Property or the Development (the "**Regulatory Submission Items**"), to a regulatory authority for approval or issuance of a permit, as applicable, the non-Declarant Owner must first obtain approval from Declarant during the Development Period, and the Board thereafter, of the Regulatory Submission Items (the "**Preliminary Regulatory Approval**"), unless obtaining such approval is waived in writing, in the sole and absolute discretion of Declarant or the Board, as applicable. In the event of a conflict between the Regulatory Submission Items approved pursuant to the Preliminary Regulatory Approval and the Regulatory Submission Items approved by the regulatory authority, the non-Declarant Owner will be required to resubmit the Regulatory Submission Items to obtain a final Preliminary Regulatory Approval. If granted, the Preliminary Regulatory Approval shall be conditional ONLY and any Improvements to be constructed in accordance with the Regulatory Submission Items must be submitted by the non-Declarant Owner to the Kissing Tree Reviewer for approval in accordance with Section 7.04(c) below. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Approval of Project Names. Each non-Declarant Owner is advised that the name used to identify any Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by Declarant during the Development Period.

(e) Development Amenities. A Development Area may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (a) the Association; or (b) another entity designated by Declarant or a Majority of the Board, as applicable, including but not limited to any then-existing District. Alternatively, Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of

all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by Declarant or a Majority of the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance or transfer is approved in advance and in writing by Declarant during the Development Period, or a Majority of the Board after expiration or termination of the Development Period.

**2.02 Incorporation of Development Area Declarations.** Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Master Covenant, to the extent not in conflict with this Master Covenant, but will apply only to portions of the Property made subject to the Development Area upon the Recordation of one or more Notices of Annexation. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Master Covenant, the terms and provisions of this Master Covenant will control.

**2.03 Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that actual land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant, a Residential Developer, any Homebuilder, nor any other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development. It is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or to any proposed or actual changes in the Conceptual Plans, as they may be amended or modified from time to time.

**THE DEVELOPMENT IS A MASTER PLANNED COMMUNITY WHICH WILL BE DEVELOPED OVER A NUMBER OF YEARS. THE PLANS; LAND USES; TOTAL NUMBER, DESIGN, LAYOUT AND LOCATION OF LOTS; LOCATION, DESIGN AND LAYOUT OF PROJECTED IMPROVEMENTS; ASSESSMENTS AND DOCUMENTS MAY BE CHANGED FROM TIME TO TIME, WITHOUT NOTICE OR OBLIGATION TO NOTIFY, DUE TO A NUMBER OF CIRCUMSTANCES, INCLUDING GOVERNMENTAL REQUIREMENTS, MARKET DEMAND AND COST CONSTRAINTS. THERE IS NO ASSURANCE THAT THE FUTURE IMPROVEMENTS AND FACILITIES DESCRIBED HEREIN WILL BE CONSTRUCTED. DECLARANT RESERVES THE RIGHT TO MAKE MODIFICATIONS IN LOT AND RESIDENCE PRICES AND MAKE MODIFICATIONS IN MATERIALS AND SPECIFICATIONS AT ANY TIME WITHOUT PRIOR NOTICE.**



**2.04 Provision of Benefits and Services to Service Areas.**

(a) Declarant, in a Notice of Annexation Recorded pursuant to *Section 11.05* or in any written Recorded notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. Declarant may unilaterally amend any Notice of Annexation or any written Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (a) special benefits or services which are not provided to all Lots and/or Condominium Units; or (b) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, Declarant during the Development Period, and the non-Declarant Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment.

**2.05 Designation of Special Common Areas.** During the Development Period, Declarant may designate, in a Notice of Annexation, a Development Area Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or Improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, as Special Common Area for the exclusive use of the Owner(s) of such Lot(s), Condominium Unit(s), or portion(s) of the Development. Such Owners shall have the obligation to pay Special Common Area Assessments for the exclusive use of such Special Common Area. Any portion of the Development designated as Special Common Area shall be conveyed to the Association, or the Association shall be granted rights or obligations with respect to such Special Common Area, or such Special Common Area shall otherwise be held by Declarant for the benefit of the Association. The Notice of Annexation, Development Area Declaration, or other Recorded written instrument designating such Special Common Area will identify the Lot(s), Condominium Unit(s), or other portion(s) of the Development assigned to such Special Common Area. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owner(s) of the Lot(s), Condominium Unit(s) or portion(s) of the Development to which the Special Common Area is assigned.

**ARTICLE 3**  
**KISSING TREE MASTER COMMUNITY, INC.**

**3.01 Organization.** The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Covenant.

**3.02 Villages.** Declarant reserves the right to Record a Designation of Village pursuant to *Section 11.07* to designate portions of the Development as part of a "Village." A Village may be comprised of any number of Lots and/or Condominium Units, and may include Lots or Condominium Units of more than one type, as well as Lots or Condominium Units that are not contiguous to one another. Any Designation of Village shall initially assign the portion of the Property described therein to a specific Village which may then exist (being identified and described in a previously Recorded Notice of Annexation) or which may be newly created. After a Designation of Village is Recorded, any and all portions of the Development which are not assigned to a specific Village shall constitute a single Village. Declarant may Record an amendment to any previously Recorded Designation of Village to designate or change Village boundaries. Declarant shall have no obligation to establish Villages.

**3.03 Membership.**

(a) **Mandatory Membership.** Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's address, phone number, and a copy of such Owner's driver's license (or other documentation of the Owner's date of birth which is acceptable to the Association); (3) any Mortgagee's name and address; and (4) the name and phone number of any Occupant other than the Owner.

(b) **Easement of Enjoyment – Common Area.** Every Member of the Association will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due or for any period during which such Member is in violation of any provision of this Master Covenant;

(iii) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) The right of the Board, with Declarant's advance written consent during the Development Period, to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Annexation, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.03(b)* above and subject to the following restrictions and reservations:

(i) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Annexation, Development Area Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Master Covenant;

(iv) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(vi) With Declarant's advance written consent during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of Declarant, during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by Declarant.

#### **3.04 Governance.**

(a) Board of Directors; Officers. The Board will consist of at least three (3) persons. The enumerated officers of the Association are those set forth in the Bylaws. **Notwithstanding any provision in the Documents to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove any and all Board members and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than Declarant or a Homebuilder, the Board will call a meeting of Members for the purpose of electing at least one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than Declarant. For the purposes of this election, the Development shall be considered a single Village, and the Representative System of Voting shall not apply. Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws. Upon expiration or termination of the Development Period, vacancies on the Board and officer appointments shall be filled by election at the annual meeting of the Association, or at a special meeting called for such purpose, as further set forth in the Bylaws.**

(b) Advisory Committees. Subject to the requirements otherwise set forth in *Section 7.02* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two (2) or more Members, which may include Declarant and/or one (1) or more Board members, to a committee for any purpose; provided, that any such committee shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**3.05 Voting Allocation.** The number of votes which may be cast for election of Board members (except as provided by *Section 3.04*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) **Residential Lot.** Each Residential Lot will be allocated one (1) vote. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (a) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote (i.e., only one (1) vote for the Lots combined); and (b) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit (as defined in *Section 6.10(b)*) (i.e., only one (1) vote for the Lots combined). In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, votes and Assessment Units which are allocated pursuant to *Section 6.10* below will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Master Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration and the approval of the Kissing Tree Reviewer.

(b) **Commercial Lot or Condominium Unit.** Each Commercial Lot and Condominium Unit will be allocated that number of votes set forth in the Notice of Annexation applicable to such Commercial Lot or Condominium Unit. Declarant will determine such number of votes in its sole and absolute discretion. Declarant's determination regarding the number of votes applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative vote allocation in the event all or a portion of a Commercial Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or a Majority of the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time the Notice of Annexation allocating votes thereto was originally Recorded. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, Declarant, or the Board, as applicable, will Record an amended Notice of Annexation setting forth the revised allocation of votes attributable to the Commercial Lot or Condominium Unit.

(c) **Declarant.** In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)* and *Section 3.05(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(d) **Co-Owners.** Any co-Owner may cast the vote for the Lot or Condominium Unit, and Majority agreement shall be conclusively presumed unless another co-Owner of the Lot or

Condominium Unit protests to the Secretary prior to the close of balloting. In the absence of a Majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for a Lot or Condominium Unit exceed the total votes allocated to such Lot or Condominium Unit pursuant to this *Section 3.05*.

**3.06 Representative System of Voting.** The Representative System of Voting shall only be established if Declarant first calls for election of a Village Delegate for a particular Village. Declarant shall have no obligation to establish the Representative System of Voting. In addition, Declarant may terminate the Representative System of Voting at any time prior to expiration or termination of the Development Period by Recorded written instrument.

(a) **Election of Initial Village Delegate.** In the event that Declarant chooses to establish a Representational System of Voting, the Owners of Lots and Condominium Units within each Village shall elect a Village Delegate and an alternate Village Delegate, in the manner provided below, to cast the votes of all Lots and Condominium Units in such Village on matters requiring a vote of the Members, except where this Master Covenant specifically requires the Members to cast their votes individually as described in the definition of "Village Delegate" in *Article 1* of this Master Covenant, or elsewhere in the Documents. Notwithstanding the foregoing or any provision to the contrary in this Master Covenant, as provided in *Section 3.04* above, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to this Master Covenant have been conveyed to Owners other than Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove all members of the Board.

(b) **Term.** The Village Delegate and the alternate Village Delegate shall be elected on a biennial basis (once every two years), by electronic and absentee ballot without a meeting of Owners within such Village, or at a meeting of the Owners within such Village where written, electronic, proxy, and/or absentee ballots may also be utilized, as the Board may determine from time to time. If the Board determines to hold a meeting for the election of the Village Delegate and the alternate Village Delegate, the presence, in person or by proxy, absentee or electronic ballot, of Owners representing at least ten percent (10%) of the total votes in a Village shall constitute a quorum at such meeting. For so long as a quorum is not met to elect a Village Delegate and an alternate Village Delegate by the Owners within such Village, Declarant during the Development Period, and the Board thereafter, shall have the right to appoint a Village Delegate and an alternate Village Delegate until such positions are elected at any subsequent meeting which has been duly called for such purpose. Notwithstanding the foregoing provision, Declarant during the Development Period, and the Board thereafter, may elect to extend the term of a Village Delegate and alternate Village Delegate to the extent Declarant or the Board, as applicable, determines that such extension will result in administrative efficiencies by allowing elections within different Villages to occur in close proximity to one another; provided, however, that the term of an existing Village Delegate and alternate Village Delegate shall not be extended for more than twelve (12) months.

(c) **Election Results.** At any election for the purpose of electing a Village Delegate and an alternate Village Delegate, the candidate who receives the greatest number of votes shall be elected to serve as the Village Delegate and the candidate with the second greatest number of votes shall be elected to serve as the alternate Village Delegate. The Village Delegate

and alternate Village Delegate shall serve until his or her successor is elected or appointed, as applicable.

(d) Voting by the Village Delegate. The Village Delegate or, in his or her absence, the alternate Village Delegate, shall attend Association meetings and cast all votes allocated to Lots and Condominium Units in the Village that he or she represents on any matter as to which such Village Delegate is entitled to vote under this Master Covenant, including the election of Board members upon the expiration or termination of the Development Period. A Village Delegate may cast all votes allocated to Lots and Condominium Units in the Village in such Village Delegate's discretion and may, but need not, prior to voting, poll the Owners of Lots and Condominium Units in the Village which he or she represents. Neither the Village Delegate nor the alternative Village Delegate may cast votes allocated to Lots and Condominium Units not owned by such Village Delegate in the Village that he or she represents for the purpose of amending this Master Covenant.

(e) Qualification. Candidates for election as the Village Delegate and alternate Village Delegate from a Village shall be Owners of Lots or Condominium Units in the Village, spouses of such Owners, Occupants of the Village, or an entity representative where an Owner is an entity.

(f) Removal. Any Village Delegate or alternate Village Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a Majority of the votes allocated to the Lots and Condominium Units in the Village that the Village Delegate represents, or by Declarant during the Development Period. If a Village Delegate is removed in accordance with the foregoing sentence, the alternate Village Delegate shall serve as the Village Delegate unless such alternate Village Delegate is also removed.

(g) Subordination to the Board. Village Delegates are subordinate to the Board and their responsibility and authority does not extend to policy making, supervising, or otherwise being involved in Association governance.

(h) Running for the Board. An Owner may not simultaneously hold the position of Village Delegate and be a Board member. In addition, if the Representative System of Voting is established, a Village Delegate running for the Board shall resign his or her position prior to casting any vote for a candidate running for a position as a Board member (including himself or herself). In the event a Village Delegate resigns in order to run for a position on the Board, the alternate Village Delegate shall serve out the rest of the term of the former Village Delegate, and another alternate Village Delegate shall be elected by the Owners in the Village to serve out the term as the successor alternate Village Delegate.

**3.07 Voting Groups.** Declarant may designate Voting Groups consisting of one or more Villages for the purpose of electing Board members. The purpose of Voting Groups is to provide groups with dissimilar interests the opportunity to be represented on the Board and to avoid a situation in which less than all the Villages are able to elect the entire Board. Voting Groups may be established by Declarant in accordance with this *Section 3.07*, without regard to whether the Representative System of Voting has been implemented by Declarant. If Voting Groups are established and the Representative System of Voting has been implemented, then a Village Delegate shall only vote on the slate of Board member candidates assigned to the Village Delegate. If Voting Groups are established and the

Representative System of Voting has not been implemented, then each Owner of a Lot or Condominium Unit in a particular Village shall only vote on the slate of Board member candidates assigned to such Village.

(a) Voting Group Designation. Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period, by Recording a written instrument identifying the Villages within each Voting Group (the "**Voting Group Designation**"). The Voting Group Designation will assign the number of Board members which the Voting Group is entitled to exclusively elect.

(b) Amendment of Voting Group Designation. The Voting Group Designation may be amended unilaterally by Declarant at any time during the Development Period. After expiration or termination of the Development Period, the Board shall have the right to amend a Voting Group Designation upon the vote of a Majority of the Board and approval of the Majority of the Village Delegates. An amendment to a Voting Group Designation shall not constitute an amendment to this Master Covenant, and no consent or approval to modify the Voting Group Designation shall be required except as stated in this paragraph.

(c) Single Voting Group. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a Voting Group Designation is Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

**3.08 Powers**. The Association will have the powers of a Texas nonprofit corporation. It will 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 Applicable Law or this Master Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Policy Manual, as applicable, which are not in conflict with this Master Covenant, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, policies, the Bylaws and the Policy Manual and any modifications thereto, proposed by the Board must be approved in advance and in writing by Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to protect the Association and carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 6* below.



(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, or in any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master Covenant, before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.08(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar improvements or facilities.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.08(g)* must be approved in advance and in writing by Declarant. In addition, the Association (with the advance written approval of Declarant during the Development Period) and Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Master Covenant.

(h) Manager. To retain and pay for the services of a person or firm, which may include Declarant or any affiliate of Declarant (the "Manager"), to manage and operate the Association, its real or personal property, including any Common Area, Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board or Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Service Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant.

(m) Property Ownership. To acquire, own and dispose of real or personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.08(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon. All Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon must be approved in advance and in writing by Declarant during the Development Period.

(p) Relationships with Districts and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area, or Service Area to any District or nonprofit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, the Members or Occupants. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The Association may maintain multiple-use facilities within the Development and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

(q) Recreation Rights. To enter into agreements, to acquire leaseholds, memberships, licenses and other possessory or use interests in lands or facilities, such as country clubs, golf courses, social clubs, spas, hunt clubs, and other entertainment and recreational facilities or entities, including membership in the Club as provided in *Section 4.01*, whether or not conveyed to the Association or otherwise acquired by the Association (collectively the "Recreation Rights").

**3.09 Common Area and Special Common Area**. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant may transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Master Covenant. Such property will be accepted by the Association and thereafter will be maintained as Common Area or

Special Common Area, as applicable, by the Association for the benefit of the Development and/or the general public subject to any restrictions set forth in the deed or other instrument conveying, transferring or assigning such property to the Association. Upon Declarant's written request during the Development Period, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and/or the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

**3.10 Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will 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 or she is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**3.11 Insurance.** The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

**3.12 Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 3.08* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or

Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Master Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Master Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

**3.13 Community Services and Systems.** Declarant, or any affiliate of Declarant with Declarant's consent, during the Development Period, and the Board, with Declarant's consent during the Development Period, is specifically authorized, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any non-Declarant Owner shall have any interest therein. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any individual or entity. Any or all of the Community Services and Systems may be provided either: (a) directly through the Association and paid for by the Owners as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives any or all of the Community Services and Systems. In the event Declarant, or any affiliate of Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, Declarant or affiliate of Declarant may enter into an agreement with the Association with respect to the Community Services and Systems provided. In the event Declarant, or any affiliate of Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, Declarant, or the affiliate of Declarant, may assign any or all of the rights or obligations of Declarant, or the affiliate of Declarant, under such contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. Declarant and the Association, or any of

their respective affiliates, board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to any refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems, regardless of whether or not such interruption is caused by reasons within the service provider's control. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant.

**3.14 Protection of Declarant's Interests.** Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or Condominium Units owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by Declarant, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

**3.15 Administration of Common Area.** The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any public agency or District having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area, or by any title insurance company selected by Declarant to insure title to any portion of such areas.

#### **ARTICLE 4** **CLUB PROPERTY**

**4.01 Club Membership.** Each Owner, by its acceptance of a deed to a Lot or Condominium Unit, is a Member of the Association and thereby has the right to use the Club. Owners and Occupants shall comply with the terms and provisions of the Documents related to the Club, including payment of all Recreation Assessments and compliance with the Club rules and regulations.

**4.02 Golf Carts.** No golf carts other than electric-powered golf carts or other golf carts for use on the Club Facilities shall be operated, parked or maintained within the Development without the prior written approval of Declarant during the Development Period, and the Board thereafter. Declarant during the Development Period, and the Board thereafter, shall be entitled to establish additional rules and regulations governing golf carts, including equipment required to be installed on golf carts, provided such rules and regulations shall not apply to Declarant. UNDER NO CIRCUMSTANCES SHALL THE CLUB PARTIES OR ANY SUCCESSOR IN INTEREST TO THE CLUB PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RESULTING FROM THE USE OF OCCUPANTS' GOLF CARTS WITHIN THE DEVELOPMENT.

**4.03 Golf Ball Restriction; Entry Onto Golf Course.** No Owner, Occupant or the guests of same shall hit golf balls or other projectiles from any Lot onto the Golf Course unless otherwise

permitted by Declarant during the Development Period or the Board thereafter. Unless otherwise permitted by Declarant during the Development Period or the Board thereafter, Owners, Occupants or the guests or pets of same shall not enter upon the Golf Course, including walking upon, skateboarding upon, bicycling upon, scootering upon or driving any golf cart or other vehicle onto the cart paths or any other area of the Golf Course, and/or pet walking for any purpose except as a customer/patron of the Club, subject to all rules and regulations established within the Documents, including all policies relating to fees, reservation of tee times and other operating rules and procedures. Occupants shall not permit any pets to enter the Golf Course at any time.

**4.04 Club Property Disclosures.** Portions of the Club Property wind throughout the Development. All Owners and Occupants acknowledge, understand and agree as follows:

(a) No representations or warranties have been or are made by the Club Parties or any person acting on behalf of the Club Parties with regard to the continuing ownership or operation of the Club or the Club Property;

(b) Water hazards, ponds, lakes, drainage features, sandtraps, bunkers, waste areas, natural areas, irrigation facilities, driving range, tee boxes, greens, cart paths, landscape features, pools, clubhouses, camping areas (which may include tents, horse facilities and hiking trails), food and beverage facilities, restrooms, maintenance facilities, golf carts, maintenance equipment and machinery and other installations, personal property, utility connections and related utility easements, and other features located on the Club Property may be attractive nuisances to children and others and can pose a serious danger of injury or death;

(c) The operation, maintenance and use of the Club will entail the operation and use of (i) noisy and odiferous power equipment such as tractors, lawn mowers and blowers on various days of the week, including weekends, during various times of the day, including early morning and late evening hours (before dawn and after dusk), upon various parts of the Development, including streets, golf cart paths, and across the Club Property; (ii) sprinkler and other irrigation systems in operation during the day and at night; (iii) noisy and odiferous electric, gasoline or other power-driven vehicles and equipment used by Club members, guests, invitees, maintenance and operations personnel; (iv) application of odiferous pesticides, herbicides and fertilizing chemicals and bio-solids; and (v) noisy and odiferous refuse removal trucks, delivery trucks, vendor vehicles, construction trucks and equipment, member, guest and invitee vehicles and other vehicles entering and exiting the Club Property on various days of the week, including weekends, during various times of the day, including early morning and late evening hours;

(d) The Club clubhouse, parking lots and other Club Facilities have exterior lighting and amplified exterior sound, and will be regularly used for entertainment and social events on various days of the week, including weekends, during various times of the day, including early morning and late evening hours;

(e) Play on the Golf Course, including the driving range, short game area, and putting green, will be allowed during certain hours, including evening and night-time hours, up to seven (7) days a week, pursuant to all posted days and times as may be established from time to time. Golf tournaments open to the public may be conducted at any time during the year. Large numbers of people will be entering and exiting the Development and using the Golf

Course during hours which may include all daylight hours, evening and night-time hours, up to seven (7) days a week;

(f) Water used to irrigate the Club Property and Common Areas and water which fills the water features and water retention areas within the Development and Club Property may be wastewater effluent, storm water and other ground or surface waters ("**Development Waters**"). The Development Waters are not potable (drinkable) water and consumption of such Development Waters by humans or animals may cause adverse reactions, severe illness or fatalities. The Development Waters may cause objectionable odors and staining on buildings, streets, sidewalks and other real and personal properties and may cause erosion and undermining of Lots and Common Areas;

(g) The Development is subject to a Club Easement as set forth in *Section 4.07* of this Master Covenant. Play on the Golf Course and driving range may result in incursion onto Common Areas, Lots and/or Condominium Units and/or may cause damage to an Owner, Occupant or Improvements on Lots and/or Condominium Units as a result of golf balls leaving the Golf Course and golfers retrieving errant golf balls, including damage to windows and exterior areas of Improvements, automobiles and personal property of Owners and Occupants, whether outdoors or within a building, and injury to persons. Play on the Golf Course may cause interference with the quiet enjoyment of the Owner and Occupants of Lots and/or Condominium Units;

(h) Any Improvements on the Club Property, including tee boxes, greens, driving range, water and sand hazards, trees, lighting, camping areas, recreational areas, tennis courts, pickleball courts, tee boxes, greens, cart paths, utility connections and related utility easements, food and beverage facilities, restrooms, maintenance facilities, clubhouses and course layout, may be relocated, reconfigured, eliminated, added or modified from time to time, which actions may affect the risk associated with golf balls entering the Development from the Club Property, and may adversely impact Owners and Occupants' views and peaceful enjoyment of a Lot and/or Condominium Unit;

(i) Certain Lots, Condominium Units and Common Areas may be more susceptible than others to incursions and damage by Development Waters, golfers and golf balls; and

(j) The Development is subject to certain covenants, conditions, restrictions, easements and benefits contained in the Documents, including easements for utilities, drainage and access that may affect the Lots, Condominium Units and Common Areas, which may adversely impact peaceful enjoyment of a Lot or Condominium Unit by Owners and Occupants.

Each Owner and Occupant acknowledges, understands and agrees that the existence of the Club may cause inconvenience, disturbance and possible injury or damage to property and to the Owners and Occupants, including but not limited to: noise and odors from Club operations, noise from construction and maintenance equipment, noise and disturbance caused by golfers, noise and disturbance from golf tournaments, noise and disturbance from Club parties and functions, use of pesticides, herbicides and fertilizers on the Golf Course, view restrictions caused by planting and maturation of trees, shrubbery and Golf Course features, reduction in privacy caused by constant golf traffic, relocation of golf cart paths or removal and pruning of trees and shrubbery, and design and redesign of the Golf Course. Each of the Owners and Occupants has considered the location of the Development and the Lot or



Condominium Unit being purchased, leased, used, visited, or occupied and its proximity to the Club Property, including the Golf Course and other Improvements within the Club Property. **BY ACCEPTANCE OF A DEED, BY ACQUIRING ANY INTEREST IN ANY OF THE PROPERTY SUBJECT TO THIS MASTER COVENANT, OR BY USING, VISITING OR OCCUPYING A LOT, CONDOMINIUM UNIT OR COMMON AREA, EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ASSUMES THE RISKS OF THE AFORESAID NUISANCE, INCONVENIENCE, DISTURBANCE AND POSSIBLE INJURY, DEATH OR DAMAGE TO PERSONS AND PROPERTY BASED UPON, DUE TO, ARISING FROM OR OTHERWISE RELATED TO THE FOREGOING, AND AGREES TO HOLD THE CLUB PARTIES AND ANY OF THEIR AGENTS, EMPLOYEES OR CONTRACTORS HARMLESS THEREFROM, INCLUDING ANY CLAIM ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CLUB PARTIES.**

**4.05 Owner Acknowledgment.** Each Owner, by acceptance of a deed or contract of sale to a Lot or Condominium Unit acknowledges:

(a) That the right to use the Club Property shall be subject to the terms and conditions of this Master Covenant;

(b) Notwithstanding the fact that the Club Property may be considered open space or a recreation area for purposes of Applicable Law, each Owner by acquisition of title to a Lot or Condominium Unit releases and discharges forever the Club Parties from: (a) any claim that the Club Property is, or must be, owned and/or operated by the Owners, and/or (b) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Lot or Condominium Unit without compliance with the Documents and without paying the applicable fees and charges established by the Club from time to time. Each Owner shall jointly and severally indemnify, defend, and hold harmless the Club Parties against and in respect of, and to reimburse the Club Parties on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Club Parties shall incur or suffer, which arise out of, result from, or relate to any claim that because the Club Property is deemed to be open space or a recreation area for purposes of Applicable Law, the Club Property must be owned and/or operated by the Owners and/or that Owners may use the Club Property without compliance with the Documents;

(c) That Declarant and its designees, in Declarant's sole discretion, may add to, remove or otherwise modify the Improvements, such as buildings, landscaping, trees, cart paths, and other features of the Club Property, including newly constructing or changing the location, configuration, design, size and elevation of buildings, bunkers, fairways, tee boxes, greens, berms, walls, fences and other Club Facilities, and that the Club Parties shall not have any liability to any Owner as a result of such additions to or modifications of the Club Property; provided, however, all such modifications or changes shall comply with Applicable Law;

(d) The limitations, restrictions, responsibilities, obligations and liabilities related to the Club imposed upon Owners by this Master Covenant may adversely impact the number of potential future purchasers of an Owner's Lot or Condominium Unit, the ability of an Owner to re-sell his or her Lot or Condominium Unit, and the amount of consideration to be received by Owner upon the re-sale of his or her Lot or Condominium Unit;

(e) That no representations or warranties which are inconsistent with this Section, either oral or written, have been made or are made by the Club Parties or any person acting on behalf of the Club Parties; and

(f) **EACH OF THE OWNERS AND OCCUPANTS HEREBY RELEASES AND AGREES TO INDEMNIFY THE CLUB PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES OR LIABILITIES (INCLUDING STRICT LIABILITY) BASED UPON, DUE TO, ARISING OUT OF, OR RELATING TO ANY NUISANCE, INCONVENIENCE, DISTURBANCE, INJURY, DEATH, DAMAGE, OR DIMINUTION OF VALUE, TO PERSONS AND PROPERTY ARISING OUT OF OR RELATING TO ACTIVITIES OR OCCURRENCES DESCRIBED IN THIS SECTION 4.05.**

**4.06 The Club's Approval Rights.** The provisions contained in this *Article 4* may not be amended without the written approval of Declarant during the Development Period, and the Board thereafter, with such approval having been endorsed on an amendment to be Recorded. Declarant shall further have the right to disapprove actions of the Association, the Board and any committees of the Board or Association if, in Declarant's reasonable judgment, the actions have a Material Adverse Effect on the use of the Club, the Club Property, or the rights or obligations of the Club Parties. The Association covenants and agrees to provide not less than fifteen (15) days' prior written notice to Declarant of any proposed action of the Association, the Board and/or any committees that may in any way affect the use of the Club, the Club Property or the rights or obligations of the Club Parties.

Amendments to the Association's Certificate and Bylaws during the Development Period, that, in Declarant's sole discretion, have a Material Adverse Effect on the use of the Club, the Club Property or the rights or obligations of the Club Parties shall require the written approval of Declarant, with such approval having been endorsed on such amendment, and any such amendment without such approval being endorsed thereon shall be null and void. The Association covenants and agrees to provide not less than fifteen (15) days' prior written notice to Declarant of any proposed amendment to the Association's Certificate and Bylaws during the Development Period. In the event that Declarant disapproves of any action of the Association, the Board, or any committee related to the Club, the Association, the Board or committee, as applicable, shall immediately cease and desist from taking any further action to move forward with, or implement, the disapproved action, and any such action, if approved or taken, shall be void and of no force or effect.

**4.07 Club Easement.** Declarant does hereby reserve for itself and the Association a perpetual, alienable and transferable easement over, across and upon each and every Lot, Condominium Unit and the Common Area for the purpose of doing every act necessary and appropriate to the use and enjoyment of the Club Property by the Club Parties (the "**Club Easement**"), which shall include the recovery of golf balls from any Lot or Condominium Unit, the flight of golf balls over and upon any Lot or Condominium Unit, the noise level created by the playing of golf, golf tournaments, and Club functions and parties, and the activities associated with the operation and maintenance of the Club Property. Such Club Easement shall specifically constitute a part of the Club Property. Without limiting the foregoing, the Club Easement rights include the following:

(a) The Declarant and the Association shall have an unrestricted easement of access over the Development for the purpose of retrieving golf balls from bodies of water, other than swimming pools, lying reasonably within range of golf balls hit from the Golf Course. All golf

balls within such bodies of water not immediately retrieved by the owner of such golf balls shall be the property of the Association;

(b) The Declarant and the Association shall have a perpetual, nonexclusive easement over, under and upon each and every Lot, Condominium Unit (but not through any structures thereon) and Common Area for the purpose of installation, operation, service, repair, replacement, enhancement and maintenance of the Club Property, including the installation of recreational and other facilities on the Club Property and the use of usual and common equipment for irrigation, maintenance and landscaping thereof. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot and/or Condominium Unit for the purpose of planting grass, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees from the Club Property;

(c) The Declarant and the Association shall have a perpetual, nonexclusive easement over, under and upon the Development to provide for (i) installation, service, repair and maintenance of the equipment and lines required to provide utility services to the Club Property, including power, lights, telephone, cable television, telecommunications, gas, water, sewer, irrigation and drainage; and (ii) governmental services, including police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies;

(d) The Declarant and the Association shall have a perpetual, nonexclusive easement for drainage and flowage of Development Waters over, under and upon the Development, including the Lots, Condominium Units and the Common Area, including reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair drainage facilities, culverts, swales, pumps, canals, electrical boxes, flowage pipes and irrigation pipes. Additionally, the Declarant and the Association shall have a perpetual, nonexclusive easement for drainage, stormwater collection, retention and detention over, upon and within the Development and all drainage and stormwater facilities serving the Development, and use of all drainage and storm water easements shown on each Plat or otherwise reserved, declared or created pursuant to this Master Covenant. Notwithstanding anything herein contained to the contrary, all such easements granted pursuant to this Section shall be consistent and in accordance with Applicable Law;

(e) The Club Parties (regardless of whether such persons are Owners hereunder) shall at all times have a perpetual, nonexclusive, unrestricted easement for pedestrian, vehicular, golf cart, construction, service and maintenance vehicle traffic for access and use over, alongside and through all streets, roadways, paths, and entry and exit gates located within the Development reasonably necessary to travel to and from each entrance and exit to the Development, from, to and between Club Property, respectively. Without limiting the generality of the foregoing, the Club Parties shall have the right to enter and exit the Development through the entry and exit gates located within the Development, to use the pedestrian and golf cart paths located throughout the Development, and to park their vehicles on and alongside the streets and roadways located within the Development, seven (7) days a week and fifty-two (52) weeks a year, including all holidays, at reasonable times before, during and after the operating hours of the Club, tournaments on the Club Property, and various other functions and parties

held at the Club Property. The Association shall not impose upon any Club Party a fee or other requirement to exercise a Club Parties' rights under this subsection, except for such requirements as Declarant and the Association desire to impose upon the Club Parties (*e.g.*, identification) and unless as otherwise set forth in a Recorded instrument executed by Declarant during the Development Period and the Board thereafter;

(f) **THE DECLARANT AND THE ASSOCIATION SHALL HAVE AN UNRESTRICTED EASEMENT FOR ERRANT GOLF BALLS, PROJECTILES, DEVELOPMENT WATERS, GRASS CUTTINGS, LANDSCAPE CLIPPINGS, HERBICIDES, PESTICIDES AND FERTILIZER THAT ENTER UPON THE DEVELOPMENT, INCLUDING EACH OF THE LOTS, CONDOMINIUM UNITS AND COMMON AREA FROM THE GOLF COURSE (THE "GOLF PROJECTILE EASEMENT");**

(g) **UNDER NO CIRCUMSTANCES SHALL THE CLUB PARTIES OR ANY EMPLOYEE, AGENT, CONTRACTOR, OR SUCCESSOR IN INTEREST TO THE CLUB PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RESULTING FROM THE EXERCISE OF THE CLUB ENCROACHMENT EASEMENT, THE CLUB EASEMENT, AND THE GOLF PROJECTILE EASEMENT; and**

(h) Notwithstanding that one or more lakes or other retention areas constructed on the Club Property may be constructed for the sole purpose of retaining and providing irrigation water for the Common Area, Declarant and the Association shall have a perpetual, nonexclusive easement to access and use any and all of the lakes and other retention areas located on the Club Property for the purpose of withdrawing water for irrigation, construction and maintenance of the Club Property with the result that the water levels in the lakes and retention areas may from time to time fluctuate upwards and downwards. Each Owner acknowledges that no representation has been made by Declarant or the Association regarding the establishment or maintenance of any particular water level in any portion of the lakes and other retention areas. Each non-Declarant Owner agrees not to commence any cause of action or other proceeding involving the Club based on the exercise of such right or otherwise interfere therewith or upon water levels. In the event there are insufficient water levels within the lakes and other retention areas located within the Club Property to provide the necessary irrigation needs of the Club Property and Common Area, subject to applicable governmental permits and requirements, the Club Property shall have first priority of irrigation use of water from the lakes and retention areas, followed by the Common Area and other areas which the Association maintains that are not a part of the Club Property.

**4.08 Easement for Unintended Club Encroachments.** To the extent that any Improvements on the Club Property or any Improvements owned by Declarant or the Association, including but not limited to cart paths, fairways, roughs, greens, tees, bunkers, traps, lakes, hazards, water features, waste areas, half way stations, club house facilities, maintenance facilities, driveways, irrigation facilities, utility facilities, underground pipelines and conduits, drainage structures, surface water runoff or any other golf structure or Improvement as originally constructed or operated encroaches upon any Lot, Condominium Unit or Common Area, it shall be deemed that the Owner of such Lot or Condominium Unit has granted a perpetual, alienable and transferable easement to the Association for the continuing maintenance and use of such encroaching Improvement, structure or impact (the "**Club Encroachment Easement**"). The Club Encroachment Easement shall further apply to any replacements or enhancements of such Improvements or structures if the same are constructed in substantial conformity with the original structure or Improvement.

**ARTICLE 5**  
**INSURANCE**

**5.01 Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

**ARE YOU COVERED?**

**The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.**

**5.02 Restoration Requirements.** In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Kissing Tree Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to the same exterior condition which existed prior to the damage or destruction thereof, within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage or destruction. Unless otherwise approved by the Kissing Tree Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially the same as those originally used in the Improvements which have been damaged or destroyed, as determined by the Kissing Tree Reviewer, in its sole and absolute discretion. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 5.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1.5%) per month) will be levied as an Individual Assessment chargeable to the Owner's Lot or Condominium Unit. **EACH OWNER HEREBY INDEMNIFIES, RELEASES, AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**5.03 Restoration - Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

**ARTICLE 6**  
**COVENANT FOR ASSESSMENTS**

**6.01 Assessments.**

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 6.10* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 6*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Master Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

**6.02 Operations Fund.** The Board will establish an operations fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Master Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

**6.03 Regular Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a budget to establish the estimated net expenses of the Association (the "Annual Budget") by setting forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Master Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which excludes (c) the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments shall be set at such a level which is sufficient to fund the estimated net expenses of the Association as reflected on the Annual Budget, as determined by the Board in its sole and absolute discretion, and such amount shall thereafter be levied against each Lot and Condominium Unit. The Board's determination as to the amount of the Regular Assessments to be levied will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**6.04 Special Assessments.** In addition to the Regular Assessments provided for above, the Board may levy Special Assessments whenever, in the Board's sole discretion, such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**6.05 Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the Special Common Area Expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the

Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**6.06 Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated either: (a) equally among Lots or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the benefitted Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general fund.

**6.07 Individual Assessments.** In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner's Lot or Condominium Unit, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Lot or Condominium Unit; (h) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (i) fines for speeding tickets on the streets or roads within the Development; and (j) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis.

**6.08 Working Capital Assessment.** Each Owner (other than Declarant or Homebuilder) will pay a one-time Working Capital Assessment to the Association in such amount, if any, as may be determined by Declarant during the Development Period, and by the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to a Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and Declarant or the Board, as applicable, is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units then being made subject to such levy. The Association may use the Working Capital Assessments to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by Declarant or a duly authorized officer of the Board, as applicable, setting forth the amount of the Working Capital Assessment and the Lot(s) or Condominium Unit(s) to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent; or (d) the initial transfer from Declarant, Residential Developer or Homebuilder to a non-Declarant Owner. Additionally, an Owner who is a



Homebuilder or a Residential Developer will not be subject to the Working Capital Assessment. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant during the Development Period, or the Board thereafter, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, and not in lieu of, any other Assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such Assessments. Declarant during the Development Period, and the Board thereafter, will have the power to waive the payment of any Working Capital Assessment attributable to any or all Lots or Condominium Units by the Recordation of a waiver notice or in the Notice of Annexation, which waiver may be temporary or permanent.

**6.09 Recreation Assessment.** The Board shall levy additional recreational assessments against the Owners (the "**Recreation Assessments**") to pay for the costs related to the Recreation Rights described in *Section 3.08(q)* of this Master Covenant (the "**Recreation Expenses**"). The total Recreation Assessment shall be the sum of all fees, dues, assessments and charges allocated to each Lot or Condominium Unit that are deemed by the Board to be Recreation Expenses. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Recreation Assessments. Each levy of such Recreation Assessments shall be a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under this *Article 6*. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Recreation Assessments attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Recreation Assessment which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in this *Article 6*.

**6.10 Amount of Assessment.**

(a) **Assessments to be Levied.** The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 6.10(b)* below). Unless otherwise provided in this Master Covenant, Assessments levied pursuant to *Section 6.03*, *Section 6.04*, and *Section 6.09* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 6.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 6.06* will be levied either: (a) equally among Lots or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the Service Area.

(b) **Assessment Unit.** Each Residential Lot will constitute one (1) Assessment Unit unless otherwise provided in *Section 6.10(c)*. Each Commercial Lot and Condominium Unit will be allocated that number of "Assessment Units" set forth in the Notice of Annexation attributable to such Commercial Lot or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Commercial Lot is

submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Commercial Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the actual use of the Commercial Lot or Condominium Unit or Improvements actually constructed on the Commercial Lot or Condominium Unit differ from the anticipated use of the Commercial Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time of Recording of the Notice of Annexation. In the event of a modification to the Assessment Units allocated to a Commercial Lot or Condominium Unit, Declarant or the Board, as applicable, will Record an amended Notice of Annexation setting forth the revised allocation of Assessment Units attributable to the Commercial Lot or Condominium Unit.

(c) Residential Assessment Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Annexation. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 6.10(c)* will be final, binding and conclusive.

(d) Declarant Exemption. Notwithstanding anything in this Master Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant.

(e) Other Exemptions. Declarant may, in its sole discretion, elect to: (a) exempt any un-platted or unimproved portion of the Development, or any Lot or Condominium Unit from Assessments; (b) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit; or (c) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

**6.11 Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

**6.12 Owner's Personal Obligation for Payment of Assessments.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which such Assessments are levied. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the

highest rate allowed by Applicable Law (including usury laws) on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1.5% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

**6.13 Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this *Article 6* is, together with late charges as provided in *Section 6.11* and interest as provided in *Section 6.12* and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 6.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (a) tax and governmental assessment liens; (b) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (c) home equity loans or home equity lines of credit which are secured by a second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (b) and (c) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Master Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Master Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Lot or Condominium Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.13*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the

event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or Occupant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Master Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a non-Declarant Owner.

**6.14 Exempt Property.** The following area within the Development will be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by a District or other public authority or governmental or quasi-governmental entity;
- (b) The Common Area and the Special Common Area; and
- (c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Master Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Master Covenant by the Recording of a Notice of Annexation in accordance with *Section 11.05* below.

**6.15 Fines and Damages Assessment.**

- (a) **Board Assessment.** The Board may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in

the Policy Manual. Any fine and/or charge for damage levied in accordance with this *Section 6.15* shall be considered an Individual Assessment pursuant to this Master Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements caused by the Owner, Occupant, or the Owner's or Occupant's guests, agents, or invitees. The Manager shall have authority to send notices to Owners informing them of the alleged violations and asking the Owners to comply with the Documents, and/or informing the Owners of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against an Owner is, together with interest as provided in *Section 6.12* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.01(b)* of this Master Covenant. Unless otherwise provided in this *Section 6.15*, the fine and/or damage charge shall be considered an Assessment for the purpose of this Article and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 6*.

**6.16 Community Enhancement Fee**. Upon the Recordation of one or more Notices of Annexation pursuant to *Section 11.05* below, portions of the Property shall also be made subject to the Community Enhancement Covenant which shall be Recorded by Declarant to authorize the Association to levy, collect and administer the Community Enhancement Fee (as defined in the Community Enhancement Covenant) for the purpose of organizing, funding and administering such community-building activities, services, programs and capital improvements and other infrastructure as the Board deems necessary, desirable, and appropriate. Unless excluded under the terms and conditions of the Community Enhancement Covenant, the Community Enhancement Fee shall be payable by the new Owner to the Association upon each transfer of a Lot or Condominium Unit, the maximum amount of and the other terms and conditions for which are set forth in the Community Enhancement Covenant. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association, which Community Enhancement Fee may be levied and secured by the continuing lien on the Lot or Condominium Unit and may be charged and enforced in the same manner as any other Assessment and Assessment lien arising under this *Article 6*.

**ARTICLE 7**  
**KISSING TREE REVIEWER**

**7.01 Architectural Control By Declarant**. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Kissing Tree Reviewer is Declarant or its designee. No Improvements constructed or caused to be constructed by Declarant will be subject to the terms and provisions of this *Article 7* and are not required to be approved by the Kissing Tree Reviewer.

(a) Declarant's Rights Reserved. Each non-Declarant Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no

Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting upon an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, designate one or more persons from time to time to act on its behalf and may delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (a) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant is not responsible for: (a) errors in or omissions from the plans and specifications submitted to Declarant; (b) supervising construction for the non-Declarant Owner's compliance with approved plans and specifications; or (c) the compliance of the non-Declarant Owner's plans and specifications with Applicable Law.

**7.02 Architectural Control by Association.** Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "ACC") will assume jurisdiction over architectural control and will have the powers of the Kissing Tree Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the ACC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

**7.03 Prohibition of Construction, Alteration and Improvement.**

(a) Construction of Improvements. No Improvements shall be constructed, and no addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur, unless approved in advance and in writing by the Kissing Tree Reviewer. The Kissing Tree Reviewer has the right but not the duty to evaluate every aspect of construction,

landscaping, and property use that may adversely affect the general value or appearance of the Development.

(b) Improvements Not Within Ordinary Public View. Notwithstanding anything to the contrary as set forth above, unless otherwise provided in the Modification Guidelines, an Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of any Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such Improvements and activities are not within Ordinary Public View.

(c) Preliminary Regulatory Approval. If an Owner is required to obtain and is granted a Preliminary Regulatory Approval pursuant to *Section 2.01(c)* above, no Improvements may be constructed in accordance with any permit or approval otherwise granted by the applicable regulatory authority until the Owner has submitted to the Kissing Tree Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Kissing Tree Reviewer issues a written notice to proceed in compliance with such approval (the "Notice to Proceed").

**7.04 Architectural Approval.**

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an non-Declarant Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Modification Guidelines, if any, or any additional rules adopted by the Kissing Tree Reviewer together with any review fee which is imposed by the Kissing Tree Reviewer in accordance with *Section 7.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the non-Declarant Owner intends to use to construct the proposed Improvement have been approved in writing by the Kissing Tree Reviewer. The Kissing Tree Reviewer reserves the right to adopt preconditions or requirements for the approval of contractors proposed by the non-Declarant Owner to construct the Improvements. The Kissing Tree Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Kissing Tree Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Kissing Tree Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Kissing Tree Reviewer, in its sole discretion, may require. Site plans must be approved by the Kissing Tree Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Kissing Tree Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Kissing Tree Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Kissing Tree Reviewer may issue an approval to a Homebuilder or a Residential Developer for the construction of Improvements based upon the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Covenant.

(b) Modification Guidelines. The Kissing Tree Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Modification Guidelines which may apply to all or any portion of the Development; provided, however, that Declarant will have no obligation to establish Modification Guidelines for the Property, the Development, or any portion thereof. In the event of any conflict between the terms and provisions of the Modification Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant will control. In addition, the Kissing Tree Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges will be held by the Kissing Tree Reviewer and used to defray the administrative expenses and any other costs incurred by the Kissing Tree Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Kissing Tree Reviewer will be distributed to the Association at the end of each calendar year. The Kissing Tree Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Modification Guidelines, is assembled and submitted to the Kissing Tree Reviewer. The Kissing Tree Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Kissing Tree Reviewer as provided herein, and the Kissing Tree Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Kissing Tree Reviewer, in its sole and absolute discretion, may grant variances from compliance with any of the provisions of the Documents. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Kissing Tree Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of any of the provisions in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular Lot or Condominium Unit, or portion thereof, or Improvement thereon or therein, and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Kissing Tree Reviewer of any final plans and specifications, and any variances granted by the Kissing Tree Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the non-Declarant Owner



will be required to resubmit such final plans and specifications or request for a variance to the Kissing Tree Reviewer, and the Kissing Tree Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 7.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Kissing Tree Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Kissing Tree Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Kissing Tree Reviewer.

(g) Non-Liability of Kissing Tree Reviewer. NEITHER DECLARANT, THE BOARD NOR THE KISSING TREE REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE KISSING TREE REVIEWER'S DUTIES UNDER THIS MASTER COVENANT.

#### **ARTICLE 8** **MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to this Master Covenant and the Bylaws of the Association.

**8.01 Notice of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates) (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**8.02 Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours, pursuant to the Records Inspection, Copying and Retention Policy contained in the Policy Manual.

**8.03 Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

**ARTICLE 9**  
**USE RESTRICTIONS**

**9.01 Commercial Activities.** The Development shall be used solely for residential purposes. The Development may not be used for any other purposes without the prior written consent of Declarant, which consent may be withheld by Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development, except an Owner or Occupant may conduct business activities within a residence so long as: (a) such activity complies with all Applicable Law; (b) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (c) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Development, sound, or smell from outside the residence; (d) the business activity does not involve door-to-door solicitation of residents within the Development; (e) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (f) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (g) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant, a Residential Developer or a Homebuilder.

**9.02 Rentals.** No portion of the Development may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes so long as all such leases are in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence and must be for at least six (6) months. Only one (1) of either the Owner or the Occupant shall have access and use of the Club Facilities and related amenities. Each non-Declarant Owner leasing his or her Lot or Condominium Unit shall pay a \$100.00 fee per lease for the transfer to an Occupant of the rights to use the Club Facilities and related amenities. Notwithstanding the foregoing, Declarant shall have the right to implement a vacation rental program and reserves the right to market certain Lots and/or Condominium Units as short-term or shared vacation rentals ("**Vacation Rental Program**"). If Declarant implements such Vacation Rental Program, Declarant shall have the

power to make and adopt rules and regulations applicable to the Vacation Rental Program in its sole discretion.

**9.03 Unsightly Articles; Vehicles.** No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible to Ordinary Public View on any Lot or to be parked on any roadway within the Development. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than: (y) in enclosed garages; and (z) behind a fence so as to not be visible from Ordinary Public View is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Kissing Tree Reviewer shall be permitted.

**9.04 Animals.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with

these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development.

**9.05 Hazardous Activities.** No activities may be conducted on or within the Development and no Improvements may be constructed on or within any portion of the Development which are or might be unsafe or hazardous to any person or properties. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within or upon any portion of the Development unless discharged in conjunction with an event approved in advance by the Board. No exterior fires, except that barbecues, outside fires in fireplaces and braziers or other fires contained within designated facilities or receptacles and in areas designated and approved by the Kissing Tree Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development which creates a fire hazard or violates Applicable Law. No portion of the Development may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

**9.06 Mining and Drilling.** Declarant has retained all right, title and interest, if any, in and to all minerals, resources, and groundwater, including but not limited to, oil, gas and hydrocarbons, in, on or under, and which may be produced from all or any portion of the Property. Except for Declarant, no portion of the Development may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Kissing Tree Reviewer which are required to provide water to all or any portion of the Property or the Development, so long as such water wells are also approved in advance by any applicable regulatory authority.

**9.07 Noise.** Except as otherwise provided herein, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Development. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development so as to be offensive or detrimental to any other portion of the Development or to its Occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot or Common Area, including the Club Facilities, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Exterior speakers are only permitted within the rear yard of each Lot and placed in such manner so as to minimize their effect upon any other portion of the Development or to its occupants and the operation thereof shall be specifically subject to this *Section 9.07*. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Kissing Tree Reviewer will be final, binding, and conclusive.

**9.08 Natural Gas Requirements.** Each residence constructed within the Development must be adequately plumbed for and utilize at least two (2) natural gas appliances, excluding gas appliances used as supplemental or standby heat sources. For any residence that does not utilize at least two (2) natural gas appliances, the Owner, including, if applicable, the Homebuilder of such residence shall be responsible for reimbursing Declarant for any nonutilization charge incurred by Declarant for the

nonutilization of adequate gas appliances in the residence up to \$1,000.00 per residence (the "Nonutilization Charge"). If such Owner or Homebuilder fails to pay the Nonutilization Charge upon demand by the Declarant, the Nonutilization Charge (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Lot or Condominium Unit. Any such Nonutilization Charge assessed and charged against a Lot or Condominium Unit hereunder will be secured by the liens for Assessments reserved herein and may be collected by any means provided herein for the collection of Assessments. Individual service lines will be installed between the natural gas mains installed within the Development and the residence at the time of construction of the residence.

The natural gas plumbing and installation of the individual service lines shall comply with the following:

- (a) Natural gas plumbing will be installed in accordance with Applicable Laws; and
- (b) A licensed natural gas service technician will be used to install or convert appliances for natural gas use.

#### **ARTICLE 10** **EASEMENTS AND DISCLOSURES**

**10.01 Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Master Covenant are incorporated herein by reference and made a part of this Master Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

**10.02 Common Area or Special Common Area Right of Ingress and Egress.** Declarant, its agents, employees, successors and designees will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development.

**10.03 Bulk Rate Services; Community Services and Systems Easement.** The Development shall be subject to a perpetual, non-exclusive easement for the installation, maintenance and repair, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

**10.04 Roadway and Utility Easements.** Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property

owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (c) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant, and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 10.04*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

**10.05 Subdivision Entry and Fencing Easement.** Declarant reserves for itself and the Association, a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities which serve the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

**10.06 Landscape, Monumentation and Signage Easement.** Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

**10.07 Shared Amenities Reciprocal Easements.** Certain portions of the Property or adjacent or nearby land (the "**Other Development**") may be developed for commercial uses and made subject to a separate commercial covenant governed by a separate set of covenants, conditions, restrictions, limitations, and/or easements regarding commercial uses which may also be governed by a separate commercial property owners association (the "**Other Association**"). The owners within the Other Development, the members of the Other Association, and/or the Other Association (the "**Other Beneficiaries**") may share certain facilities and amenities, including roadways, parkland, drainage improvements, signage, monumentation, open space and/or landscaping (the "**Shared Facilities and Amenities**") with the Members and the Association. Declarant reserves the right to grant and convey easements to the Other Beneficiaries over and across Common Area or any portion of the Development which may be necessary or required to utilize and/or maintain the Shared Facilities and Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or the Owner(s) thereof. Declarant reserves the right to: (a) grant to the Other Beneficiaries the right to access and/or use the Shared Facilities and Amenities, as applicable, located within the Development; (b) obligate the Other Beneficiaries to participate in performing the maintenance of the Shared Facilities and Amenities; (c) require the Other Beneficiaries to share in the expenses associated with the use and maintenance of the Shared Facilities and Amenities; and (d) enter into with the Other Beneficiaries or cause the Other Beneficiaries to enter into an agreement with the

Other Beneficiaries (i) to govern the rights and responsibilities of the Members, the Association, and the Other Association in regard to use and maintenance of the Shared Facilities and Amenities, (ii) to allocate costs for the operation, maintenance and reserves for the Shared Facilities and Amenities and (iii) to grant reciprocal easements for access and use of the Shared Facilities and Amenities (the "Cost and Use Sharing Agreement"). Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under the Cost and Use Sharing Agreement to the Association as an Assessment to be levied and secured by a continuing lien on the Lot or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 6* of this Master Covenant.

**10.08 Easement for Special Events.** Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area and Special Common Area for the purpose of conducting educational, cultural, artistic, musical and entertainment activities and other activities of general community interest at such locations and times as Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Master Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and any Occupants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

**10.09 Drainage, Detention and Water Quality Facilities Easement.** Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds or related improvements, which serve all or a portion of the Development, the Property, or additional land (collectively, the "Facilities"). Declarant hereby reserves a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair, or replacement of the Facilities. Declarant may designate the Facilities by Recording a written notice identifying the particular Facilities to which the easement reserved herein applies. Declarant may also dedicate all or a portion of the Facilities to a District or other governmental or quasi-governmental authority (which may include retention of maintenance responsibilities by the Association), or convey or transfer all or any portion of the Facilities to the Association as Common Area, Special Common Area, or Service Area. If the Facilities are designated, dedicated, or conveyed or transferred, or if maintenance responsibility is reserved by the Association, the Association shall maintain and operate the Facilities in accordance with Applicable Law and in accordance with any requirements of any applicable District or other governmental or quasi-governmental authority to which the Facilities have been dedicated.

**10.10 View Impairment.** Neither Declarant, the Kissing Tree Reviewer, the ACC, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, Common Area, Special Common Area, or any open space within the Development will be preserved without impairment. Declarant, the Kissing Tree Reviewer, the ACC and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

**10.11 Safety and Security.** Each Owner or Occupant of a Lot or Condominium Unit, and his or her respective guests and invitees, shall be responsible for his or her own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to,

maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, such as gates or guards stationed at such gates, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

**10.12 Public Use Improvements.** Certain Improvements, physical assets, and areas within the Property will be open for the use and enjoyment of the public and may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

**10.13 Stormwater Runoff.** From time to time, Declarant may grant easements to the City and the Owners for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of certain drainage facilities that may be constructed in order to convey and receive stormwater runoff from and to the Property. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of other drainage facilities that convey and receive stormwater runoff from and to the Development, the Property, and any other property owned by Declarant, as set forth in one or more declarations, agreements, or other Recorded written instruments.

**10.14 Gas Pipeline Disclosure.** There may be one or more pipelines, including natural gas pipelines, as well as pipeline right-of-ways and/or pipeline easements with appurtenant existing or abandoned wells, equipment and/or facilities located adjacent to, within and/or underneath portions of the Property (collectively, the "Pipeline"). Neither Declarant, a Homebuilder nor the Association owns or controls any Pipeline located near, within or underneath the Property. In connection with any Pipeline: (a) there may be existing or abandoned wells, pipelines, equipment and/or facilities for the exploration, extraction and/or transportation of oil, natural gas, petroleum products or other gases or liquids; (b) there may be an extension, expansion, repair, replacement of or addition to the Pipeline in the future; (c) portions of the Property may have restrictions and/or prohibitions on landscaping, planting of trees, fencing, paving, buildings, pools, sheds, or other improvements near or adjacent to the Pipeline; (d) the owner(s) of the Pipeline may have ingress and egress rights on or across all or portions of the Property to access the Pipeline to operate, inspect, install, maintain, repair, improve and/or remove all or any portion of the Pipeline; (e) the owner(s) of the Pipeline may have no obligation to repair damage to any Improvements or the Property caused by such owner(s), and Declarant and the Association expressly disclaim responsibility to repair, or indemnify any Owner against, any such damage; and (f) the Pipeline may produce certain conditions on or within the Property, including,



without limitation: (i) noise, sounds or vibrations that may be objectionable because of volume, duration, frequency or shrillness, (ii) noxious, toxic or corrosive fumes or gases, (iii) unusual or obnoxious odors, (iv) dust, dirt or debris, (v) unusual fire(s) or explosion hazards, (vi) temporary interruption of utilities, and/or (vii) other conditions that may threaten the security or safety of persons or property near or within the Property. Notwithstanding the foregoing, any Owner or Occupant within the Development acknowledges that such conditions shall not be deemed a nuisance and shall not cause Declarant, a Homebuilder and/or the Association to be deemed in violation of any provision of this Master Covenant. This disclosure is not intended to be all-inclusive or to address every significant feature of any Pipeline located near, within or underneath the Property, and each Owner should review the title documents received when purchasing the Owner's Lot or Condominium Unit that relate to the Pipeline and note the location of any Pipeline relative to the Owner's Lot or Condominium Unit. Further, this disclosure (y) is not intended to, and does not, constitute a full disclosure of all conditions that might affect the Property as a result of being near or above the Pipeline, and (z) does not impose upon Declarant or the Association any duty or obligation to make any further or future disclosures to any Owner concerning the Property and/or the Pipeline.

**10.15 Cave Disclosure.** There may be one or more caves located adjacent to, within and/or underneath portions of the Property (collectively, the "Cave"). The Cave may produce certain conditions on or within the Property that may threaten the security or safety of persons or property near or within the Property. This disclosure is not intended to, and does not, constitute a full disclosure of all conditions that might affect the Property as a result of being near or above the Cave, and does not impose upon Declarant or the Association any duty or obligation to make any further or future disclosures to any Owner concerning the Property and/or the Cave.

## **ARTICLE 11** **DEVELOPMENT RIGHTS**

**11.01 Development.** It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Villages, Voting Groups, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development. As each area of the Development is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for each area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

**11.02 Special Declarant Rights.** Notwithstanding any provision of this Master Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots, Common Area, or Special Common Area, as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

**11.03 Addition of Land.** Declarant may, at any time and from time to time, add additional land to the Property and, upon the Recording of a notice of addition of land (as set forth below), such

land will be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Annexation meeting the requirements of *Section 11.05* below, such added land will be considered part of the Development and be subject to this Master Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant will be the same with respect to such added land as with respect to the land originally covered by this Master Covenant. Such added land need not be contiguous to the Property. To add land to the Property, Declarant shall Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page wherein this Master Covenant is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Master Covenant, and that upon the further Recording of a Notice of Annexation meeting the requirements of *Section 11.05* of this Master Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Master Covenant will apply to the added land; and
- (c) A legal description of the added land.

**11.04 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw any land from the Property, or the Development, and remove and exclude from the burden of this Master Covenant and the jurisdiction of the Association any portion of the Development so withdrawn. Upon any such withdrawal and removal, this Master Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw land from the Development, Declarant shall Record a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;
- (b) A statement that the provisions of this Master Covenant will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

**11.05 Notice of Annexation.** Upon Recording, this Master Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Master Covenant and any applicable Development Area Declaration. This Master Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Annexation legally describing such applicable Property and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Master Covenant and any applicable Development Area Declaration. To be effective, a Notice of Annexation must be executed by Declarant, and the portion of the Property included in the Notice of Annexation need not be owned by Declarant. Declarant may also cause a Notice of Annexation to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Annexation may amend, modify or

supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Master Covenant applicable to a portion of the Property, Declarant shall Record a Notice of Annexation containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;
- (b) If applicable, a reference to the Recorded Development Area Declaration applicable to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property);
- (c) A statement that all of the provisions of this Master Covenant will apply to such portion of the Property;
- (d) A legal description of such portion of the Property; and
- (e) If applicable, a description of any Special Common Area or Service Area which benefits such portion of the Property, and the beneficiaries of such Special Common Area or Service Area.

**NOTICE TO TITLE COMPANY**

**NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT AND THIS MASTER COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PROPERTY AND REFERENCING THIS MASTER COVENANT HAS BEEN RECORDED.**

**11.06 Notice of Plat Recordation.** Declarant may, at any time and from time to time, Record a Notice of Plat Recordation to clearly identify specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a Residential Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Master Covenant (without the necessity of complying with the withdrawal provisions set forth in this Section). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Master Covenant.

**11.07 Designation of Village.** Declarant may, at any time and from time to time, file a designation of Village (a "**Designation of Village**") assigning portions of the Development to a specific Village. Upon the Recording of a Designation of Village, such portion of the Development shall be considered part of the Village to which it is designated. To assign portions of the Development to a specific Village, Declarant shall Record a Designation of Village containing the following provisions:

- (a) A reference to this Master Covenant, which reference shall state the document number or volume and page number wherein this Master Covenant is Recorded;

(b) An identification of the Village applicable to such portion of the Development and a statement that such portion of the Development will be considered part of such Village for purposes of this Master Covenant; and

(c) A legal description of the designated portion of the Development.

**11.08 Assignment of Declarant's Rights.** Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

## **ARTICLE 12** **GENERAL PROVISIONS**

**12.01 Term.** Upon the Recording of a Notice of Annexation pursuant to *Section 11.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, every Owner, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Master Covenant is Recorded, and continuing through and including January 1, 2090, after which time this Master Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to a change as contemplated in this *Section 12.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting his or her vote individually. Notwithstanding any provision in this *Section 12.01* to the contrary, if any provision of this Master Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**12.02 Eminent Domain.** In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Master Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

**12.03 Amendment.** This Master Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 12.03*, it being understood and agreed that any amendment must be approved by a vote of the Members, with each Member casting their vote individually. No amendment will be effective without the written consent of Declarant during the Development Period.

**12.04 Enforcement.** The Association and Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against Declarant, the Association, or any of their partners, directors, officers, or agents. EACH NON-DECLARANT OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS

**12.05 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Master Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

**12.06 Higher Authority.** The terms and provisions of this Master Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

**12.07 Severability.** If any provision of this Master Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Master Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

**12.08 Conflicts.** If there is any conflict between the provisions of this Master Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Master Covenant will govern.

**12.09 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**12.10 Acceptance by Grantees.** Each grantee of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Master Covenant or to whom this Master Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Master Covenant were recited and stipulated at length in each and every deed of conveyance.

**12.11 Damage and Destruction.**

(a) **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the recording and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. "Repair," as used in this *Section 12.11(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) **Repair Obligations.** Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair such damage or destruction. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information is made available to the Association.

(c) **Restoration.** In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) **Special Assessment for Common Area.** If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) **Special Assessment for Special Common Area.** If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area.

Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

**12.12 No Partition.** Except as may be permitted in this Master Covenant or any amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Master Covenant pursuant to *Section 11.04* above. This *Section 12.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Master Covenant.

**12.13 Notices.** Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

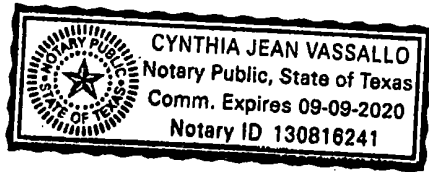
**CARMA PASO ROBLES, LLC,**  
a Texas limited liability company

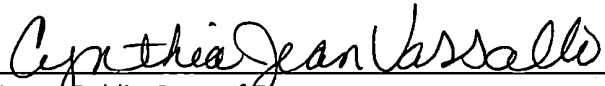
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 19 day of October, 2016,  
by Chad Matheson, Chief Financial Officer of Carma Paso Robles, LLC, a Texas limited liability company,  
on behalf of such company.

(seal)



  
Notary Public, State of Texas



**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

[METES AND BOUNDS LEGAL DESCRIPTION FOLLOWS]



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**1,338.584 ACRES  
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 1,338.584 ACRES:

PART 1: 1,278.290 ACRES OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471, THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, THE NATHANIEL HUBBARD SURVEY NO. 35, ABSTRACT NO. 230, AND THE ISAAC LOWE SURVEY, ABSTRACT NO. 287, ALL IN HAYS COUNTY, TEXAS, BEING ALL OF A 160.033 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES, LLC, DATED JANUARY 4, 2007 AND RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 5.00-ACRE TRACT CONVEYED TO AUSTIN DISTRICT BOARD OF MISSIONS, INC., SOUTHWEST TEXAS ANNUAL CONFERENCE, THE UNITED METHODIST CHURCH BY DEED OF GIFT, DATED APRIL 20, 1995 AND RECORDED IN VOLUME 1145, PAGE 581 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED OF RECORD IN VOLUME 1197, PAGE 12 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THE REMAINDER OF A 5.35 ACRE TRACT DESCRIBED IN A DEED TO BILLY JOE NICHOLAS AND MELLIE LOWMAN NICHOLAS, DATED DECEMBER 31, 1968 AND RECORDED IN VOLUME 227, PAGE 578 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A 1 ACRE TRACT DESCRIBED IN A DEED TO HAYS COUNTY, DATED SEPTEMBER 12, 1895 AND RECORDED IN VOLUME 33, PAGE 117 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A 160 ACRE TRACT DESCRIBED IN A DEED TO GRADY H. REED AND MARGIE REED, DATED JULY 24, 1962 AND RECORDED IN VOLUME 192, PAGE 368 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 70.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO WALTER KENNETH BARNES AND WIFE, CAROLYN T. BARNES, LAURIE BARNES AND BRUCE CLINTON BARNES, DATED APRIL 15, 1999 AND RECORDED IN DOCUMENT NO. 9908734 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A 425.38 ACRE TRACT CONVEYED TO THE BARNES RANCH FAMILY LIMITED PARTNERSHIP BY WARRANTY DEED, DATED MAY 2, 2003 AND RECORDED IN VOLUME 2211, PAGE 789 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DESCRIBED IN A DEED OF RECORD IN VOLUME 194, PAGE 320 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 272.027 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED APRIL 9, 2007 AND RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A 464.870 ACRE TRACT, SAVE AND EXCEPT A 9.123 ACRE TRACT, BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC,

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DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT 5.036 ACRES, BEING A PORTION OF THE SAID 70.00 ACRE TRACT AND A PORTION OF THE SAID 425.38 ACRE TRACT;

PART 2: 60.294 ACRES OUT OF THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, IN HAYS COUNTY, TEXAS, BEING ALL OF A 4.894 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 377 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A 55.400 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID PARTS 1 AND 2 TOTALING 1,338.584 ACRES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**PART 1, GROSS ACREAGE: 1,292.449 ACRES**

**BEGINNING** at a 3/4" iron pipe found at an angle point in the southeast line of the said 160.033 acre tract, same being the south corner of a 5.35 acre tract described in a deed of record in Volume 227, Page 578 of the Deed Records of Hays County, Texas, also being in the northwest right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies);

**THENCE** with the southeast line of the 160.033 acre tract, same being the northwest right-of-way line of F.M. 2439, the following three (3) courses and distances:

1. South 59°53'31" West, a distance of 422.48 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 13°29'07", an arc length of 458.97 feet, and a chord which bears South 53°08'58" West, a distance of 457.91 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
3. South 46°24'24" West, a distance of 183.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of a 5.224 acre tract described in a deed of record in Volume 251, Page 959 of the Deed Records of Hays County, Texas;

**THENCE** continuing with the southeast line of the 160.033 acre tract, same being the north line of the said 5.224 acre tract, the following two (2) courses and distances:

1. North 53°35'40" West, a distance of 283.89 feet to a 1/2" iron pipe found;

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2. South 51°36'26" West, a distance of 703.19 feet to a 1/2" iron pipe found at the south corner of the 160.033 acre tract, same being the west corner of the 5.224 acre tract, also being in the northeast line of a 51.23 acre tract described in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

**THENCE** North 45°27'10" West, with the southwest line of the 160.033 acre tract, same being the northeast line of the said 51.23 acre tract, a distance of 1138.32 feet to a 1/2" rebar found at the west corner of the 160.033 acre tract, same being the south corner of the said 464.870 acre tract;

**THENCE** North 45°30'14" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 51.23 acre tract, the northeast line of a 82.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas, and the northeast line of a 15 acre tract described in a deed of record in Volume 190, Page 161 of the Deed Records of Hays County, Texas, a distance of 3565.19 feet to a found corner fence post of an 8' tall game fence at the north corner of the said 82.17 acre tract, same being an interior corner of the 464.870 acre tract;

**THENCE** South 43°31'39" West, with the southeast line of the 464.870 acre tract, same being a northwest line of the 82.17 acre tract, a distance of 1186.42 feet to a found corner fence post of an 8' tall game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of an 80.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas;

**THENCE** North 46°27'44" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 80.17 acre tract and the northeast line of a 34.56 acre tract described in a deed of record in Volume 1925, Page 672 of the Official Public Records of Hays County, Texas, a distance of 2474.33 feet to a 1/2" rebar with plastic "PBS&J" cap found at the north corner of the 34.56 acre tract, same being the southeast line of Lot 2, Sleepy Hollow Subdivision, also being the west corner of the 464.870 acre tract;

**THENCE** with the northwest line of the 464.870 acre tract, same being the southeast line of Lots 2 through 28, inclusive, of Sleepy Hollow Subdivision, the following twenty-seven (27) courses and distances:

1. North 42°16'33" East, a distance of 28.53 feet to a 1/2" rebar found at the common corner of said Lots 2 and 3;
2. North 44°24'02" East, a distance of 145.42 feet to a 1/2" rebar found at the common corner of said Lots 3 and 4;
3. North 44°11'17" East, a distance of 145.74 feet to a 1/2" rebar found at the common corner of said Lots 4 and 5;

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4. North 44°03'14" East, a distance of 145.72 feet to a 1/2" rebar found at the common corner of said Lots 5 and 6;
5. North 44°25'01" East, a distance of 146.17 feet to a 1/2" rebar with plastic "PBS&J" cap found at the common corner of said Lots 6 and 7;
6. North 43°58'24" East, a distance of 145.32 feet to a 1/2" rebar found at the common corner of said Lots 7 and 8;
7. North 44°06'17" East, a distance of 145.46 feet to a 1/2" rebar found at the common corner of said Lots 8 and 9;
8. North 43°56'55" East, a distance of 145.44 feet to a 1/2" rebar found at the common corner of said Lots 9 and 10;
9. North 44°05'56" East, a distance of 145.91 feet to a 1/2" rebar found at the common corner of said Lots 10 and 11;
10. North 44°29'25" East, a distance of 145.12 feet to a 1/2" rebar found at the common corner of said Lots 11 and 12;
11. North 43°40'19" East, a distance of 145.38 feet to a 1/2" rebar found at the common corner of said Lots 12 and 13;
12. North 44°20'28" East, a distance of 145.03 feet to a 1/2" rebar found at the common corner of said Lots 13 and 14;
13. North 44°13'03" East, a distance of 145.49 feet to a 1/2" rebar found at the common corner of said Lots 14 and 15;
14. North 43°53'36" East, a distance of 145.05 feet to a 1/2" rebar found at the common corner of said Lots 15 and 16;
15. North 44°14'07" East, a distance of 145.21 feet to a 1/2" rebar found at the common corner of said Lots 16 and 17;
16. North 44°24'20" East, a distance of 145.52 feet to a 1/2" rebar found at the common corner of said Lots 17 and 18;
17. North 44°06'52" East, a distance of 145.20 feet to a 1/2" rebar found at the common corner of said Lots 18 and 19;
18. North 43°58'52" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 19 and 20;

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19. North 44°39'50" East, a distance of 144.71 feet to a 1/2" rebar found at the common corner of said Lots 20 and 21;
20. North 44°38'33" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 21 and 22;
21. North 44°16'09" East, a distance of 144.98 feet to a 1/2" rebar found at the common corner of said Lots 22 and 23;
22. North 43°41'15" East, a distance of 144.88 feet to a 1/2" rebar found at the common corner of said Lots 23 and 24;
23. North 44°15'04" East, a distance of 144.87 feet to a 1/2" rebar found at the common corner of said Lots 24 and 25;
24. North 44°00'02" East, a distance of 144.96 feet to a 1/2" rebar found at the common corner of said Lots 25 and 26;
25. North 44°23'04" East, a distance of 194.95 feet to a 1/2" rebar found at the common corner of said Lots 26 and 27;
26. North 44°04'48" East, a distance of 203.95 feet to a 1/2" rebar found at the common corner of said Lots 27 and 28;
27. North 44°36'40" East, a distance of 108.93 feet to a 1/2" rebar found at a north corner of the said 464.870 acre tract, same being the east corner of Lot 28, also being in the southwest line of a 111.9 acre tract (first 111.9 acre tract) described in a deed of record in Volume 145, Page 624 of the Deed Records of Hays County, Texas;

**THENCE** South 46°01'33" East, with the northeast line of the 464.870 acre tract, same being the southwest line of the said 111.9 acre tract and the southwest line a 111.9 acre tract (second 111.9 acre tract) described in a deed of record in Volume 149, Page 491 of the Deed Records of Hays County, Texas, a distance of 1609.75 feet to a 1/2" rebar found at an interior corner of the 464.870 acre tract, same being the south corner of the said second 111.9 acre tract;

**THENCE** North 17°08'49" East, with the northwest line of the 464.870 acre tract, same being the southeast line of the second 111.9 acre tract, a distance of 967.38 feet to a calculated point for a north corner of the 464.870 acre tract, same being the west corner of the said 70.00 acre tract;

**THENCE** North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 70.00 acre tract, a distance of 842.90 feet to a calculated point for the north corner of the 70.00 acre tract, same being the west corner of the said 425.38 acre tract;

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**THENCE** North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 425.38 acre tract, a distance of 1054.36 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 425.38 acre tract, same being the west corner of the said 272.027 acre tract;

**THENCE** continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 272.027 acre tract, the following four (4) courses and distances:

1. North 17°08'49" East, a distance of 402.23 feet to a fence post found;
2. North 45°41'06" West, a distance of 495.49 feet to a fence post found;
3. North 17°13'03" East, a distance of 1206.69 feet to a fence post found;
4. North 45°41'38" West, a distance of 439.64 feet to a 1/2" rebar with plastic "BYRN" cap found at the northwest corner of the 272.027 acre tract, same being the southwest corner of an 11.36 acre tract described in a deed of record in Volume 1856, Page 746 of the Official Public Records of Hays County, Texas;

**THENCE** North 51°25'56" East, with the north line of the 272.027 acre tract, same being the south line of the said 11.36 acre tract and the south line of a 7.78 acre tract described in a deed of record in Volume 1227, Page 592 of the Official Public Records of Hays County, Texas, a distance of 655.14 feet to a 1/2" rebar with plastic "BYRN" cap found at the southeast corner of the said 7.78 acre tract, same being the southwest corner of a 10.82 acre tract described in a deed of record in Volume 2201, Page 515 of the Official Public Records of Hays County, Texas;

**THENCE** South 88°07'26" East, continuing with the north line of the 272.027 acre tract, same being the south line of the said 10.82 acre tract and the south line of a 7.40 acre tract described in a deed of record in Volume 1253, Page 378 of the Official Public Records of Hays County, Texas, a distance of 804.50 feet to a 1/2" rebar with plastic "BYRN" cap found at the south corner of the 7.40 acre tract, same being in the northwest line of Lot 10, Block 3, McCarty Ranch, Phase One, a subdivision of record in Volume 7, Page 233 of the plat records of Hays County, Texas, also being at the northeast corner of the 272.027 acre tract;

**THENCE** with the northeast line of the 272.027 acre tract, same being the northwest and southwest lines of McCarty Ranch, Phase One, the following three (3) courses and distances:

1. South 39°48'33" West, a distance of 518.49 feet to a 1/2" rebar with plastic "BYRN" cap found;
2. South 45°52'43" East, a distance of 3715.29 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

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3. South 42°58'06" East, a distance of 676.96 feet to a fence post found at the south corner of McCarty Ranch, Phase One, same being the west corner of a 40.00 acre tract described in a deed of record in Volume 1980, Page 545 of the Official Public Records of Hays County, Texas;

**THENCE** continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the said 40.00 acre tract, the following two (2) courses and distances:

1. South 46°10'19" East, a distance of 485.00 feet to a 9" cedar tree found;
2. South 45°58'29" East, a distance of 680.33 feet to a 17" cedar tree found;

**THENCE** continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 40.00 acre tract and the southwest line of a 117.47 acre tract described in a deed of record in Volume 1685, Page 549 of the Official Public Records of Hays County, Texas, the following two (2) courses and distances:

1. South 47°09'51" East, a distance of 586.34 feet to a 15" cedar tree found at an angle point in the common line of the 272.027 acre tract and the 117.47 acre tract;
2. South 45°15'40" East, a distance of 130.55 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an interior corner of the 272.027 acre tract, same being in the southwest line of the said 117.47 acre tract;

**THENCE** North 45°13'32" East, continuing with the northeast line of the 272.027 acre tract and crossing the 117.47 acre tract, a distance of 1273.67 feet to a 1/2" rebar found at an angle point in the north line of the 272.027 acre tract, same being in the southwest right-of-way line of McCarty Lane (right-of-way width varies), as shown on a plat of record in Volume 12, Page 397 of the Plat Records of Hays County, Texas;

**THENCE** continuing with the northeast line of the 272.027 acre tract, same being the southwest right-of-way line of McCarty Lane, the following two (2) courses and distances:

1. South 46°57'23" East, a distance of 0.37 feet to a calculated point for a point of curvature;
2. With a curve to the left, having a radius of 2550.00 feet, a delta angle of 1°54'05", an arc length of 84.62 feet, and a chord which bears South 47°57'46" East, a distance of 84.61 feet to a 1/2" rebar found at an angle point in the north line of the 272.027 acre tract;

**THENCE** South 45°13'08" West, continuing with the northeast line of the 272.027 acre tract and crossing the 117.47 acre tract, a distance of 1277.67 feet to a 1/2" rebar with



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plastic "Chaparral Boundary" cap found at an angle point in the northeast line of the 272.027 acre tract, same being in the southwest line of the 117.47 acre tract;

**THENCE** continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 117.47 acre tract, the following two (2) courses and distances:

1. South 45°15'40" East, a distance of 240.99 feet to a fence post found;
2. South 43°46'45" East, a distance of 418.48 feet to a fence post found at an east corner of the 272.027 acre tract, same being the north corner of a tract of land described in deed to Herold Abel, et ux., of record in Volume 542, Page 593 of the Deed Records of Hays County, Texas;

**THENCE** South 44°30'03" West, with the southeast line of the 272.027 acre tract, same being the northwest line of the said Abel tract, a distance of 1590.38 feet to a twin 6" and 5" cedar tree found at the south corner of the 272.027 acre tract, same being the west corner of the Abel tract, also being in the northeast line of a 425.38 acre tract described in a deed of record in Volume 194, Page 320 of the Deed Records of Hays County, Texas, conveyed in a deed of record in Volume 2211, Page 789 of the Official Public Records of Hays County, Texas;

**THENCE** South 45°37'47" East, with the southwest line of the said Abel tract, same being the northeast line of the 425.38 acre tract, a distance of 1265.80 feet to a 1/2" rebar with cap set in the northwest right-of-way line of F.M. 2439;

**THENCE** crossing the 425.38 acre tract, with the northwest right-of-way line of F.M. 2439, the following five (5) courses and distances:

1. South 47°51'14" West, a distance of 149.23 feet to a TxDOT Type II disk found;
2. South 42°43'35" West, a distance of 401.81 feet to a TxDOT Type II disk found;
3. South 48°06'50" East, a distance of 3.50 feet to a 1/2" rebar with cap set;
4. South 41°52'45" West, a distance of 389.25 feet to a 1/2" rebar with cap set for a point of curvature;
5. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 7°29'35", an arc length of 383.15 feet, and a chord which bears South 38°09'58" West, a distance of 382.88 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the southwest line of the said 425.38 acre tract, also being in the northeast line of the said 160 acre;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 160 acre tract, the following four (4) courses and distances:

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1. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 01°40'21", an arc length of 85.52 feet, and a chord which bears South 33°35'26" West, a distance of 85.52 feet to a TxDOT Type II disk found;
2. South 39°45'01" West, a distance of 551.11 feet to a calculated point;
3. South 36°51'59" West, a distance of 703.47 feet to a TxDOT Type II disk found;
4. South 47°04'26" West, a distance of 315.41 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the northeast line of the said 1 acre tract;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, crossing the 1 acre tract, the following two (2) courses and distances:

1. South 47°05'19" West, a distance of 165.17 feet to a calculated point;
2. South 48°02'07" West, a distance of 43.80 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found in the southwest line of the 1 acre tract, at an east corner of the 160.033 acre tract;

**THENCE** South 48°02'07" West, continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 160.033 acre tract, a distance of 89.38 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point in the southeast line of the 160.033 acre tract, same being the east corner of the 5.35 acre tract;

**THENCE** continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 5.35 acre tract, the following four (4) courses and distances:

1. South 48°02'07" West, a distance of 169.34 feet to a TxDOT Type II disk found;
2. With a curve to the right, having a radius of 2160.65 feet, a delta angle of 10°09'27", an arc length of 383.04 feet, and a chord which bears South 48°29'42" West, a distance of 382.54 feet to a TxDOT Type II disk found;
3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 01°01'56", an arc length of 33.69 feet, and a chord which bears South 59°31'17" West, a distance of 33.69 feet to a concrete highway monument found;
4. South 59°53'31" West, a distance of 112.98 feet to the **POINT OF BEGINNING**, containing 1,292.449 acres of land, more or less.

**9.123 ACRE SAVE & EXCEPT PARCEL**

**BEGINNING** at a 1/2" rebar with plastic "RPLS 1847" cap found in the interior of the 464.870 acre tract, being the southeast corner of the said 9.123 acre tract, from which a

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found corner fence post of an 8' game fence at an interior corner in the southwest line of the 464.870 acre tract, same being the north corner of the 82.17 acre, bears South 33°35'28" East, a distance of 74.52 feet, also from which a found corner fence post of an 8' game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of the 80.17 acre tract, bears South 33°35'28" East, a distance of 74.52 feet, and South 43°31'39" West, a distance of 1186.42 feet;

**THENCE** crossing the interior of the 464.870 acre tract, the following eight (8) courses and distances:

1. South 70°44'34" West, a distance of 418.79 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
2. North 25°59'19" West, a distance of 220.18 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
3. North 08°41'57" West, a distance of 375.09 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
4. North 53°35'29" East, a distance of 211.87 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
5. North 75°38'16" East, a distance of 443.47 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
6. South 29°55'42" East, a distance of 268.08 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
7. South 23°04'57" West, a distance of 377.19 feet to a 1/2" rebar found;
8. South 23°16'20" West, a distance of 94.71 feet to the **POINT OF BEGINNING**, containing 9.123 acres of land, more or less.

**5.036 ACRE SAVE & EXCEPT PARCEL**

**COMMENCING** at a 1/2" rebar with cap set at the east corner of the said 70.00 acre tract, same being in the southwest line of the said portion of 426.36 acres, also being the north corner of a 160 acre tract described in a deed of record in Volume 192, Page 368 of the Deed Records of Hays County, Texas, from which a 1/2" rebar with aluminum cap found bears South 46°41'01" East, a distance of 3014.54 feet, and a nail with shiner in a fence post found bears North 46°41'01" West, a distance of 3890.59 feet;

**THENCE** North 83°36'04" West, crossing the 70.00 acre tract, a distance of 820.34 feet to a 1/2" rebar with cap set for the south corner of the herein described tract, and the **POINT OF BEGINNING** hereof, from which a 1/2" rebar with plastic "Chaparral

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Boundary" cap found in the southwest line of the 70.00 acre tract, same being at the north corner of a 160.033 acre tract described in a deed of record in Volume 3087, Page 318 of the Deed Records of Hays County, Texas, also being at the east corner of a 464.870 acre tract described in a deed of record in Volume 3122, Page 356 of the Deed Records of Hays County, Texas, bears South 3°10'59" West, a distance of 412.73 feet;

**THENCE** continuing across the 70.00 acre tract and the portion of 425.38 acres, the following five (5) courses and distances:

1. North 29°13'22" West, a distance of 472.71 feet to a 1/2" rebar with cap set;
2. North 82°34'58" East, at a distance of 453.25 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 485.81 feet to a 1/2" rebar with cap set;
3. South 63°31'14" East, a distance of 293.44 feet to a 1/2" rebar with cap set;
4. South 9°27'27" East, a distance of 120.44 feet to a 1/2" rebar with cap set;

South 67°04'18" West, at a distance of 40.80 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 579.16 feet to the **POINT OF BEGINNING**, containing 5.036 acres of land, more or less.

Subtracting the Save & Except acreage of 9.123 acres and 5.036 acres from the Gross acreage of 1,292.449 acres leaves a Net acreage of 1,278.290 acres.

**PART 2, 60.294 ACRES:**

**BEGINNING** at a TxDOT Type II disk found at a point of curvature in the southeast right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), same being a point of curvature in the northwest line of the said 55.400 acre tract;

**THENCE** with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following two (2) courses and distances:

1. North 47°04'30" East, a distance of 287.89 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. South 89°23'13" East, a distance of 31.54 feet to a 1/2" rebar with plastic "PBS&J" cap found in the southwest right-of-way line of Centerpoint Road (County Road No. 234, right-of-way width varies);

**THENCE** with the southwest right-of-way line of Centerpoint Road, same being the northeast line of the 55.400 acre tract, the following two (2) courses and distances:

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1. South 45°44'53" East, a distance of 777.45 feet to a 1/2" rebar with plastic "PBS&J" cap found;
2. South 45°30'51" East, a distance of 48.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of the 55.400 acre tract, same being in the northwest right-of-way line of the Union Pacific Railroad (212' right-of-way width), described in Volume 2056, Page 535 of the Official Public Records of Hays County, Texas;

**THENCE** South 46°38'59" West, with the northwest right-of-way line of the Union Pacific Railroad, same being the southeast line of the 55.400 acre tract, a distance of 2607.85 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the south corner of the 55.400 acre tract, same being in the northeast line of a 17.86 acre tract described in a deed of record in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

**THENCE** North 45°27'58" West, with the southwest line of the 55.400 acre tract, same being the northeast line of the said 17.86 acre tract, a distance of 1095.36 feet to a 1/2" rebar with aluminum "TxDOT" cap found at the north corner of the 17.86 acre tract, same being the west corner of the 55.400 acre tract, also being in the curving southeast right-of-way line of F.M. 2439;

**THENCE** with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following four (4) courses and distances:

1. With a curve to the right, having a radius of 5689.65 feet, a delta angle of 00°40'04", an arc length of 66.31 feet, and a chord which bears North 46°04'22" East, a distance of 66.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. North 46°24'24" East, a distance of 846.88 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 13°29'07", an arc length of 440.14 feet, and a chord which bears North 53°08'57" East, a distance of 439.13 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
4. North 59°53'31" East, a distance of 79.74 feet to a 1" iron pipe found at a north corner of the 55.400 acre tract, same being the west corner of the said 4.894 acre tract;

**THENCE** continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 4.894 acre tract, the following three (3) courses and distances:

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1. North 59°53'31" East, a distance of 455.72 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 01°02'45", an arc length of 35.60 feet, and a chord which bears North 59°30'17" East, a distance of 35.60 feet to a TxDOT Type II disk found;
3. With a curve to the left, having a radius of 3677.11 feet, a delta angle of 02°53'50", an arc length of 185.94 feet, and a chord which bears North 58°12'47" East, a distance of 185.92 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 4.894 acre tract, same being a west corner of the 55.400 acre tract;

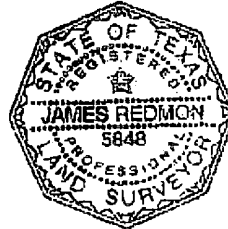
**THENCE** continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, with a curve to the left, having a radius of 3677.11 feet, a delta angle of 03°23'46", an arc length of 217.96 feet, and a chord which bears North 55°03'59" East, a distance of 217.93 feet to the **POINT OF BEGINNING**, containing 60.294 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Attachments: Drawing 500-003-WAT-EXH. Caps placed on set rebars are plastic, stamped "Chaparral Boundary".

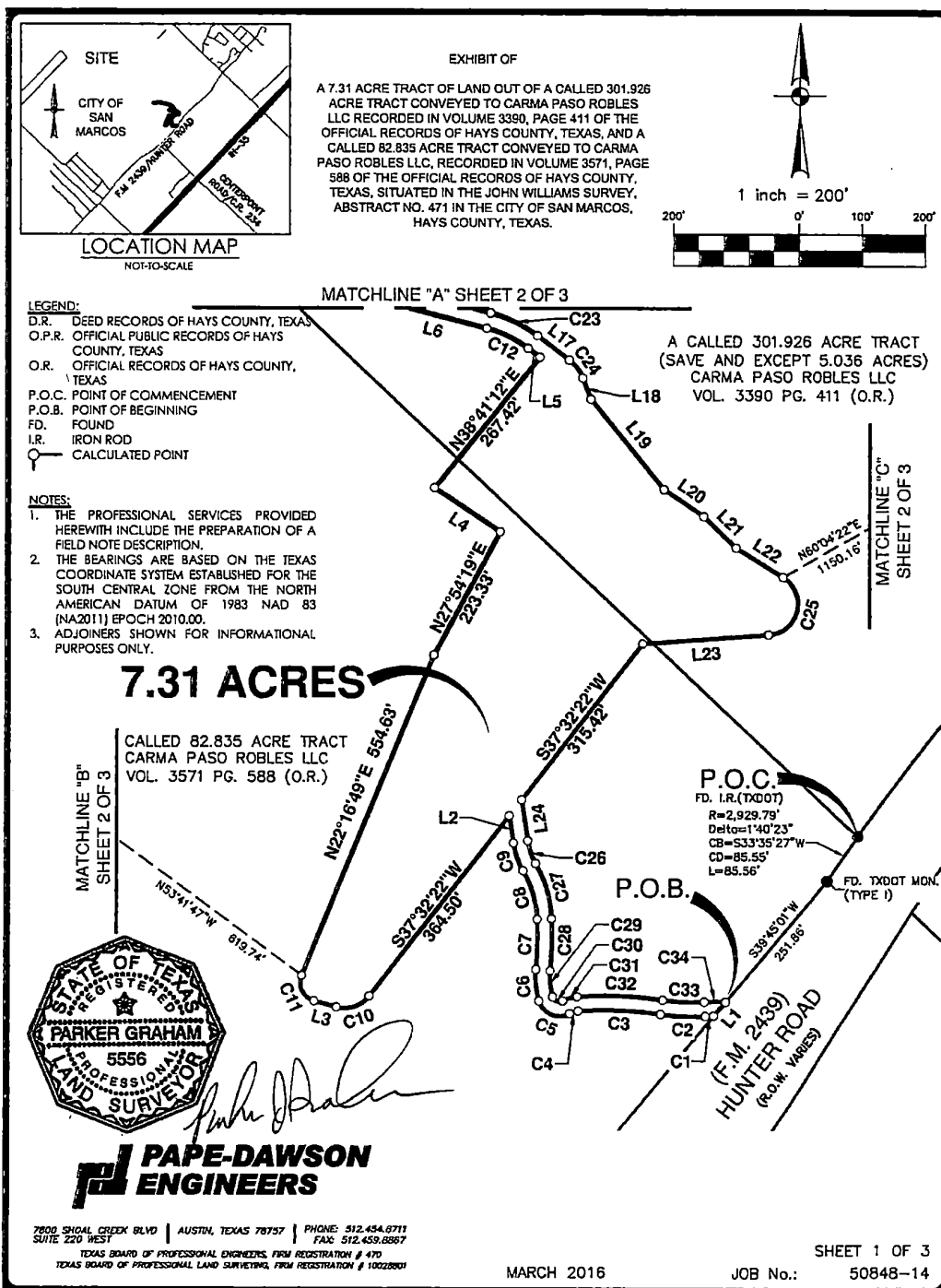
  
James Redmon  
Registered Professional Land Surveyor  
State of Texas No. 5848

8-26-08

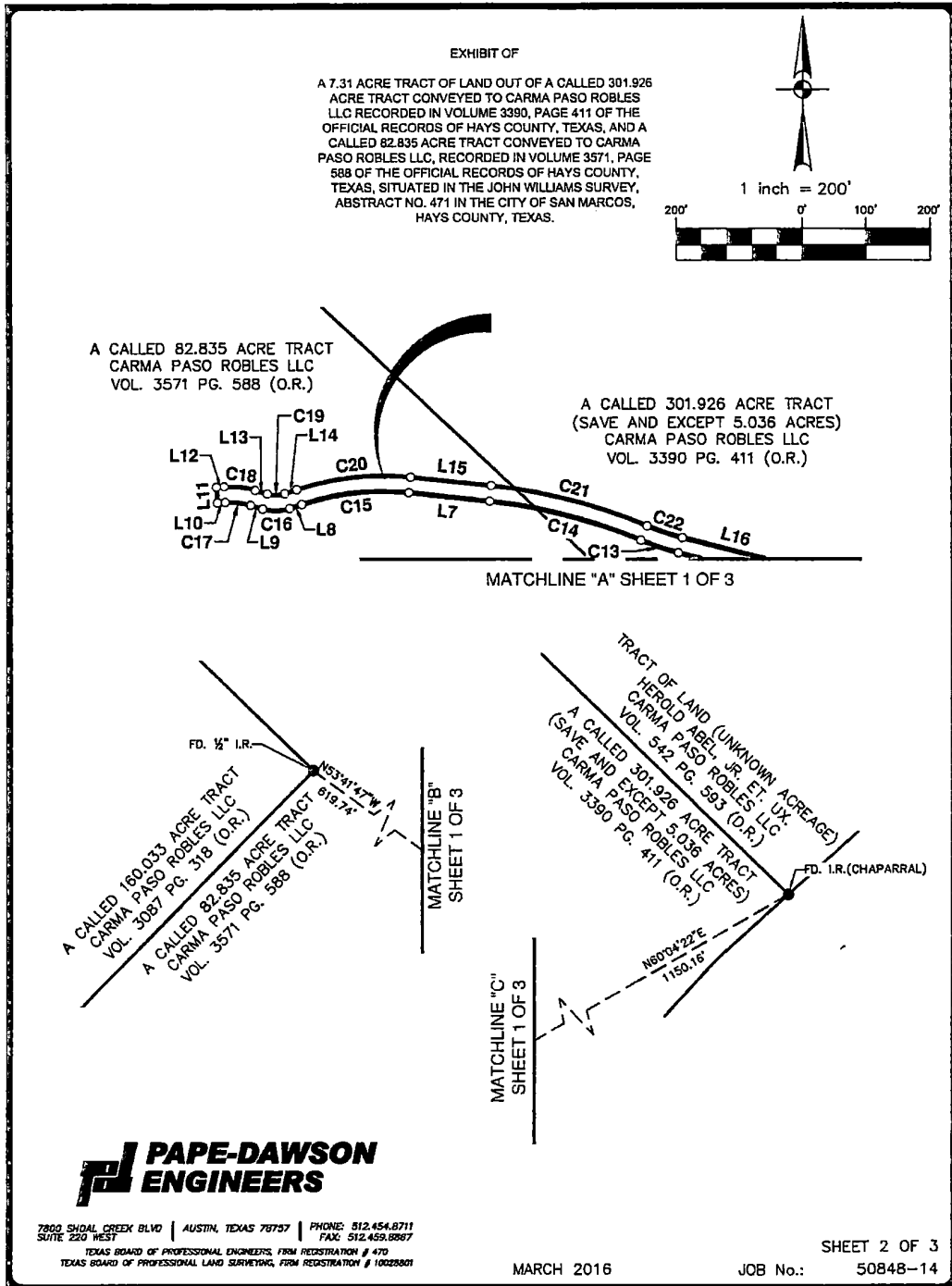


**EXHIBIT "B"**

**DESCRIPTION OF CLUB PROPERTY**







Date: Mar 16, 2016, 6:20am User ID: ehawwa  
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EXHIBIT OF

A 7.31 ACRE TRACT OF LAND OUT OF A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH	CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	234.09'	31'4"30"	S87°43'49"W	13.24'	13.24'	C18	139.00'	20'48'48"	S83°23'39"E	50.22'	50.49'
C2	329.81'	12'29'35"	N87°38'38"W	71.77'	71.91'	C19	45.00'	35'41'22"	N89°10'03"E	27.58'	28.03'
C3	583.01'	12'56'05"	N87°51'53"W	131.34'	131.62'	C20	425.00'	24'46'44"	N83°42'44"E	182.37'	183.80'
C4	32.96'	24'38'38"	S73°20'45"W	14.07'	14.18'	C21	875.00'	16'50'50"	S75°28'29"E	256.36'	257.28'
C5	34.34'	102'23'21"	N67°46'53"W	53.53'	61.37'	C22	400.00'	8'28'45"	S71°17'26"E	59.14'	59.20'
C6	133.70'	21'43'15"	N05°43'35"W	50.38'	50.69'	C23	213.00'	22'30'19"	S64°16'39"E	83.13'	83.66'
C7	603.96'	7'37'24"	N01°19'21"E	80.30'	80.36'	C24	65.00'	32'16'34"	S36°53'13"E	36.13'	36.62'
C8	168.20'	27'50'43"	N16°24'42"W	80.94'	81.74'	C25	50.00'	143°54'31"	S13°49'02"W	95.08'	125.58'
C9	121.33'	22'16'41"	N19°11'43"W	46.88'	47.18'	C26	98.33'	22'21'12"	S19°09'28"E	38.12'	38.36'
C10	50.00'	67'28'06"	S71°16'25"W	55.53'	58.88'	C27	191.20'	27'50'43"	S16°24'42"E	92.01'	92.92'
C11	30.27'	97'16'21"	N26°21'21"W	45.43'	51.38'	C28	626.96'	7'37'24"	S01°19'21"W	83.36'	83.42'
C12	188.00'	22'30'19"	N64°16'39"W	73.37'	73.84'	C29	110.70'	21'43'15"	S05°43'35"E	41.72'	41.97'
C13	425.00'	8'28'45"	N71°17'26"W	62.84'	62.90'	C30	11.34'	102'23'21"	S67°46'53"E	17.68'	20.27'
C14	850.00'	16'50'50"	N75°28'29"W	249.03'	249.93'	C31	55.96'	24'38'38"	N73°20'45"E	23.88'	24.07'
C15	400.00'	24'46'44"	S83°42'44"W	171.64'	172.99'	C32	606.01'	12'56'05"	S87°51'53"E	136.52'	136.81'
C16	70.00'	35'41'22"	S89°10'03"W	42.90'	43.60'	C33	306.81'	12'29'35"	S87°38'38"E	66.77'	66.90'
C17	114.00'	20'48'48"	N83°23'39"W	41.18'	41.41'	C34	257.09'	7'28'29"	N89°50'49"E	33.52'	33.54'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S39°45'01"W	29.28'
L2	N08°44'04"W	44.22'
L3	N74°59'32"W	37.46'
L4	N56°19'45"W	125.77'
L5	N53°01'30"W	23.48'
L6	N75°31'49"W	164.31'
L7	N63°53'54"W	129.23'
L8	S71°19'22"W	20.04'
L9	N72°59'16"W	19.90'
L10	S86°11'57"W	12.13'
L11	N03°48'03"W	25.00'
L12	N86°11'57"E	12.13'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S72°59'16"E	19.90'
L14	N71°19'22"E	20.04'
L15	S83°53'54"E	129.23'
L16	S75°31'49"E	164.31'
L17	S53°01'30"E	63.89'
L18	S20°44'55"E	36.13'
L19	S38°59'42"E	185.19'
L20	S56°09'27"E	77.13'
L21	S45°57'02"E	71.65'
L22	S58°08'14"E	87.88'
L23	S85°46'17"W	201.05'
L24	S08°44'04"E	66.36'



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SHEET 3 OF 3

MARCH 2016

JOB No.: 50848-14

Date: Mar 16, 2016, 6:21am User: lb: ehawwa  
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FIELD NOTES

FOR

A 7.31 ACRE TRACT OF LAND OUT OF A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS. SAID 7.31 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

**COMMENCING** at an iron rod with aluminum cap marked "TXDOT" found for a point in the northwest right of way line of Hunter Road, a variable width right of way, same being the southernmost corner of said 301.926 acre tract, also being the easternmost southeast corner of said 82.835 acre tract and point of curvature;

**THENCE** with the northwest right of way line of said Hunter Road, same being the southeast line of said 82.835 acre tract the following two (2) courses and distances:

1. along the arc of said curve, to the left having a **radius of 2929.79 feet**, a **delta of 01°40'23"**, a **chord bearing and distance of S 33°35'27" W, 85.55 feet**, an **arc length of 85.56 feet** to a type I TXDOT monument for a point of tangency, and
2. **S 39°45'01" W**, a distance of **551.11 feet** to a calculated easternmost southeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 39°45'01" W**, continuing with the northwest right of way line of said Hunter Road, same being the southeast line of said 82.835 acre tract a distance of **29.28 feet** to a calculated point of non-tangent curvature and southernmost southeast corner hereof;

**THENCE** departing the northwest right of way line of said Hunter Road, through the interior of said 82.835 acre tract and through the interior of said 301.926 acre tract the following sixty-two (62) courses and distances:

1. along the arc of said curve to the left, having a **radius of 234.09 feet**, a **delta of 03°14'30"**, a **chord bearing and distance of S 87°43'49" W, 13.24 feet**, an **arc length of 13.24 feet** to a calculated point of reverse curvature,

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2. along the arc of said curve to the right, having a radius of 329.81 feet, a delta of 12°29'35", a chord bearing and distance of N 87°38'38" W, 71.77 feet, an arc length of 71.91 feet to a calculated point of reverse curvature,
3. along the arc of said curve to the left, having a radius of 583.01 feet, a delta of 12°56'05", a chord bearing and distance of N 87°51'53" W, 131.34 feet, an arc length of 131.62 feet to a calculated point of compound curvature,
4. along the arc of said curve to the left, having a radius of 32.96 feet, a delta of 24°38'38", a chord bearing and distance of S 73°20'45" W, 14.07 feet, an arc length of 14.18 feet to a calculated point of reverse curvature,
5. along the arc of said curve to the right, having a radius of 34.34 feet, a delta of 102°23'21", a chord bearing and distance of N 67°46'53" W, 53.53 feet, an arc length of 61.37 feet to a calculated point of compound curvature,
6. along the arc of said curve to the right, having a radius of 133.70 feet, a delta of 21°43'15", a chord bearing and distance of N 05°43'35" W, 50.38 feet, an arc length of 50.69 feet to a calculated point of reverse curvature,
7. along the arc of said curve to the left, having a radius of 603.96 feet, a delta of 07°37'24", a chord bearing and distance of N 01°19'21" E, 80.30 feet, an arc length of 80.36 feet to a calculated point of compound curvature,
8. along the arc of said curve to the left, having a radius of 168.20 feet, a delta of 27°50'43", a chord bearing and distance of N 16°24'42" W, 80.94 feet, an arc length of 81.74 feet to a calculated point of reverse curvature,
9. along the arc of said curve to the right, having a radius of 121.33 feet, a delta of 22°16'41", a chord bearing and distance of N 19°11'43" W, 46.88 feet, an arc length of 47.18 feet to a calculated point of tangency,
10. N 08°44'04" W, a distance of 44.22 feet to a calculated point,
11. S 37°32'22" W, a distance of 364.50 feet to a calculated point of tangent curvature,
12. along the arc of said curve to the right, having a radius of 50.00 feet, a delta of 67°28'06", a chord bearing and distance of S 71°16'25" W, 55.53 feet, an arc length of 58.88 feet to a calculated point of tangency,
13. N 74°59'32" W, a distance of 37.46 feet to a calculated point of tangent curvature,



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14. along the arc of said curve to the right, having a radius of 30.27 feet, a delta of  $97^{\circ}16'21''$ , a chord bearing and distance of  $N 26^{\circ}21'21'' W$ , 45.43 feet, an arc length of 51.38 feet to a calculated point of tangency for the westernmost southwest corner hereof, from which a  $\frac{1}{2}$ " iron rod found for the western ell corner of said 82.835 acre tract, same being the easternmost corner of a called 160.033 acre tract recorded in Volume 3087, Page 318 of the Official Records of Hays County, Texas bears  $N 53^{\circ}41'47'' W$ , 619.74 feet;
15.  $N 22^{\circ}16'49'' E$ , a distance of 554.63 feet to a calculated point,
16.  $N 27^{\circ}54'19'' E$ , a distance of 223.33 feet to a calculated point,
17.  $N 56^{\circ}19'45'' W$ , a distance of 125.77 feet to a calculated point,
18.  $N 38^{\circ}41'12'' E$ , a distance of 267.42 feet to a calculated point,
19.  $N 53^{\circ}01'30'' W$ , a distance of 23.48 feet to a calculated point of tangent curvature,
20. along the arc of said curve to the left, having a radius of 188.00 feet, a delta of  $22^{\circ}30'19''$ , a chord bearing and distance of  $N 64^{\circ}16'39'' W$ , 73.37 feet, an arc length of 73.84 feet to a calculated point of tangency,
21.  $N 75^{\circ}31'49'' W$ , a distance of 164.31 feet to a calculated point of tangent curvature,
22. along the arc of said curve to the right, having a radius of 425.00 feet, a delta of  $08^{\circ}28'45''$ , a chord bearing and distance of  $N 71^{\circ}17'26'' W$ , 62.84 feet, an arc length of 62.90 feet to a calculated point of reverse curvature,
23. along the arc of said curve to the left, having a radius of 850.00 feet, a delta of  $16^{\circ}50'50''$ , a chord bearing and distance of  $N 75^{\circ}28'29'' W$ , 249.03 feet, an arc length of 249.93 feet to a calculated point of tangency,
24.  $N 83^{\circ}53'54'' W$ , a distance of 129.23 feet to a calculated point of tangent curvature,
25. along the arc of said curve to the left, having a radius of 400.00 feet, a delta of  $24^{\circ}46'44''$ , a chord bearing and distance of  $S 83^{\circ}42'44'' W$ , 171.64 feet, an arc length of 172.99 feet to a calculated point of tangency,
26.  $S 71^{\circ}19'22'' W$ , a distance of 20.04 feet to a calculated point of tangency,



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27. along the arc of said curve to the right, having a radius of 70.00 feet, a delta of 35°41'22", a chord bearing and distance of S 89°10'03" W, 42.90 feet, an arc length of 43.60 feet to a calculated point of tangency,
28. N 72°59'16" W, a distance of 19.90 feet to a calculated point of tangent curvature,
29. along the arc of said curve to the left, having a radius of 114.00 feet, a delta of 20°48'48", a chord bearing and distance of N 83°23'39" W, 41.18 feet, an arc length of 41.41 feet to a calculated point of tangency,
30. S 86°11'57" W, a distance of 12.13 feet to a calculated point,
31. N 03°48'03" W, a distance of 25.00 feet to a calculated point for the northernmost northwest corner hereof,
32. N 86°11'57" E, a distance of 12.13 feet to a calculated point of tangent curvature,
33. along the arc of said curve to the right, having a radius of 139.00 feet, a delta of 20°48'48", a chord bearing and distance of S 83°23'39" E, 50.22 feet, an arc length of 50.49 feet to a calculated point of tangency,
34. S 72°59'16" E, a distance of 19.90 feet to a calculated point of tangent curvature,
35. along the arc of said curve to the left, having a radius of 45.00 feet, a delta of 35°41'22", a chord bearing and distance of N 89°10'03" E, 27.58 feet, an arc length of 28.03 feet to a calculated point of tangency,
36. N 71°19'22" E, a distance of 20.04 feet to a calculated point of tangent curvature,
37. along the arc of said curve to the right, having a radius of 425.00 feet, a delta of 24°46'44", a chord bearing and distance of N 83°42'44" E, 182.37 feet, an arc length of 183.80 feet to a calculated point of tangency,
38. S 83°53'54" E, a distance of 129.23 feet to a calculated point of tangent curvature,
39. along the arc of said curve to the right, having a radius of 875.00 feet, a delta of 16°50'50", a chord bearing and distance of S 75°28'29" E, 256.36 feet, an arc length of 257.28 feet to a calculated point of reverse curvature,
40. along the arc of said curve to the left, having a radius of 400.00 feet, a delta of 08°28'45", a chord bearing and distance of S 71°17'26" E, 59.14 feet, an arc length of 59.20 feet to a calculated point of tangency,



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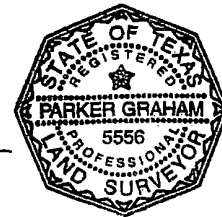

41. S 75°31'49" E, a distance of 164.31 feet to a calculated point of tangent curvature,
42. along the arc of said curve to the right, having a radius of 213.00 feet, a delta of 22°30'19", a chord bearing and distance of S 64°16'39" E, 83.13 feet, an arc length of 83.66 feet to a calculated point of tangency,
43. S 53°01'30" E, a distance of 63.89 feet to a calculated point of tangent curvature,
44. along the arc of said curve to the right, having a radius of 65.00 feet, a delta of 32°16'34", a chord bearing and distance of S 36°53'13" E, 36.13 feet, an arc length of 36.62 feet to a calculated point of tangency,
45. S 20°44'55" E, a distance of 36.13 feet to a calculated point,
46. S 38°59'42" E, a distance of 185.19 feet to a calculated point,
47. S 56°09'27" E, a distance of 77.13 feet to a calculated point,
48. S 45°57'02" E, a distance of 71.65 feet to a calculated point,
49. S 58°08'14" E, a distance of 87.88 feet to a calculated point for the easternmost northeast corner hereof and point of tangent curvature, from which an iron rod with cap marked "Chaparral" found for the westernmost corner of said 301.926 acre tract, same being the southernmost corner of a tract of land (of unknown acreage) conveyed to Herold Abel, Jr. Et Ux. Recorded in Volume 542, Page 593 of the Deed Records of Hays County, Texas bears N 60°04'22" W, 1150.16 feet;
50. along the arc of said curve to the right, having a radius of 50.00 feet, a delta of 143°54'31", a chord bearing and distance of S 13°49'02" W, 95.08 feet, an arc length of 125.58 feet to a calculated point of tangency,
51. S 85°46'17" W, a distance of 201.05 feet to a calculated point,
52. S 37°32'22" W, a distance of 315.42 feet to a calculated point,
53. S 08°44'04" E, a distance of 66.36 feet to a calculated point of non-tangent curvature,
54. along the arc of said curve to the left, having a radius of 98.33 feet, a delta of 22°21'12", a chord bearing and distance of S 19°09'28" E, 38.12 feet, an arc length of 38.36 feet to a calculated point of reverse curvature,



7.31 Acres  
Job No. 50848-14  
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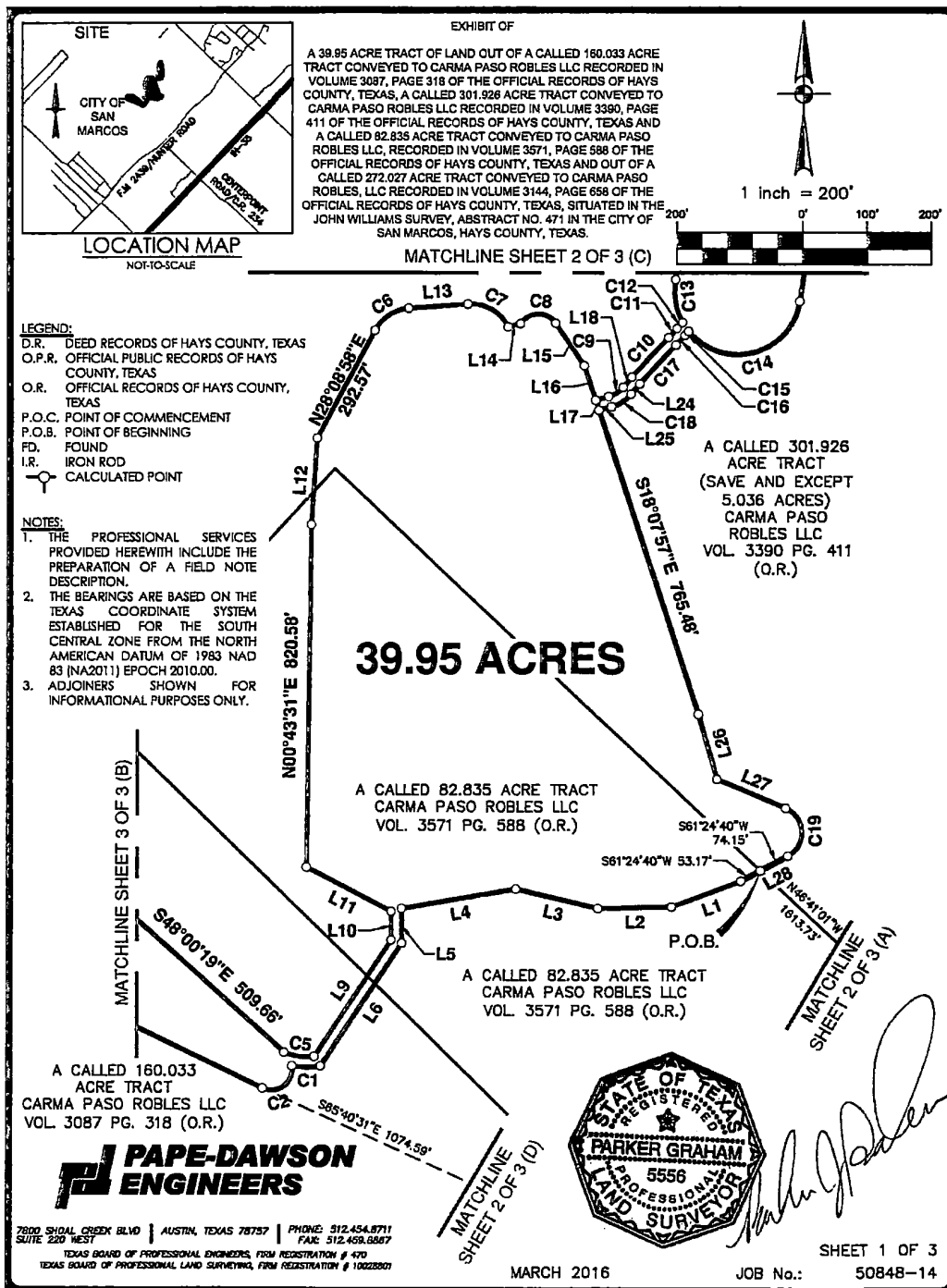
55. along the arc of said curve to the right, said curve having a radius of 191.20 feet, a delta of 27°50'43", a chord bearing and distance of S 16°24'42" E, 92.01 feet, an arc length of 92.92 feet to a calculated point of compound curvature,
56. along the arc of said curve to the right, said curve having a radius of 626.96 feet, a delta of 07°37'24", a chord bearing and distance of S 01°19'21" W, 83.36 feet, an arc length of 83.42 feet to a calculated point of reverse curvature,
57. along the arc of said curve to the left, said curve having a radius of 110.70 feet, a delta of 21°43'15", a chord bearing and distance of S 05°43'35" E, 41.72 feet, an arc length of 41.97 feet to a calculated point of compound curvature,
58. along the arc of said curve to the left, said curve having a radius of 11.34 feet, a delta of 102°23'21", a chord bearing and distance of S 67°46'53" E, 17.68 feet, an arc length of 20.27 feet to a calculated point of reverse curvature,
59. along the arc of said curve to the right, said curve having a radius of 55.96 feet, a delta of 24°38'38", a chord bearing and distance of N 73°20'45" E, 23.88 feet, an arc length of 24.07 feet to a calculated point of compound curvature,
60. along the arc of said curve to the right, said curve having a radius of 606.01 feet, a delta of 12°56'05", a chord bearing and distance of S 87°51'53" E, 136.52 feet, an arc length of 136.81 feet to a calculated point of reverse curvature,
61. along the arc of said curve to the left, said curve having a radius of 306.81 feet, a delta of 12°29'35", a chord bearing and distance of S 87°38'38" E, 66.77 feet, an arc length of 66.90 feet to a calculated point of reverse curvature, and
62. along the arc of said curve to the right, said curve having a radius of 257.09 feet, a delta of 07°28'29", a chord bearing and distance of N 89°50'49" E, 33.52 feet, an arc length of 33.54 feet to the POINT OF BEGINNING and containing 7.31 acres in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-14.

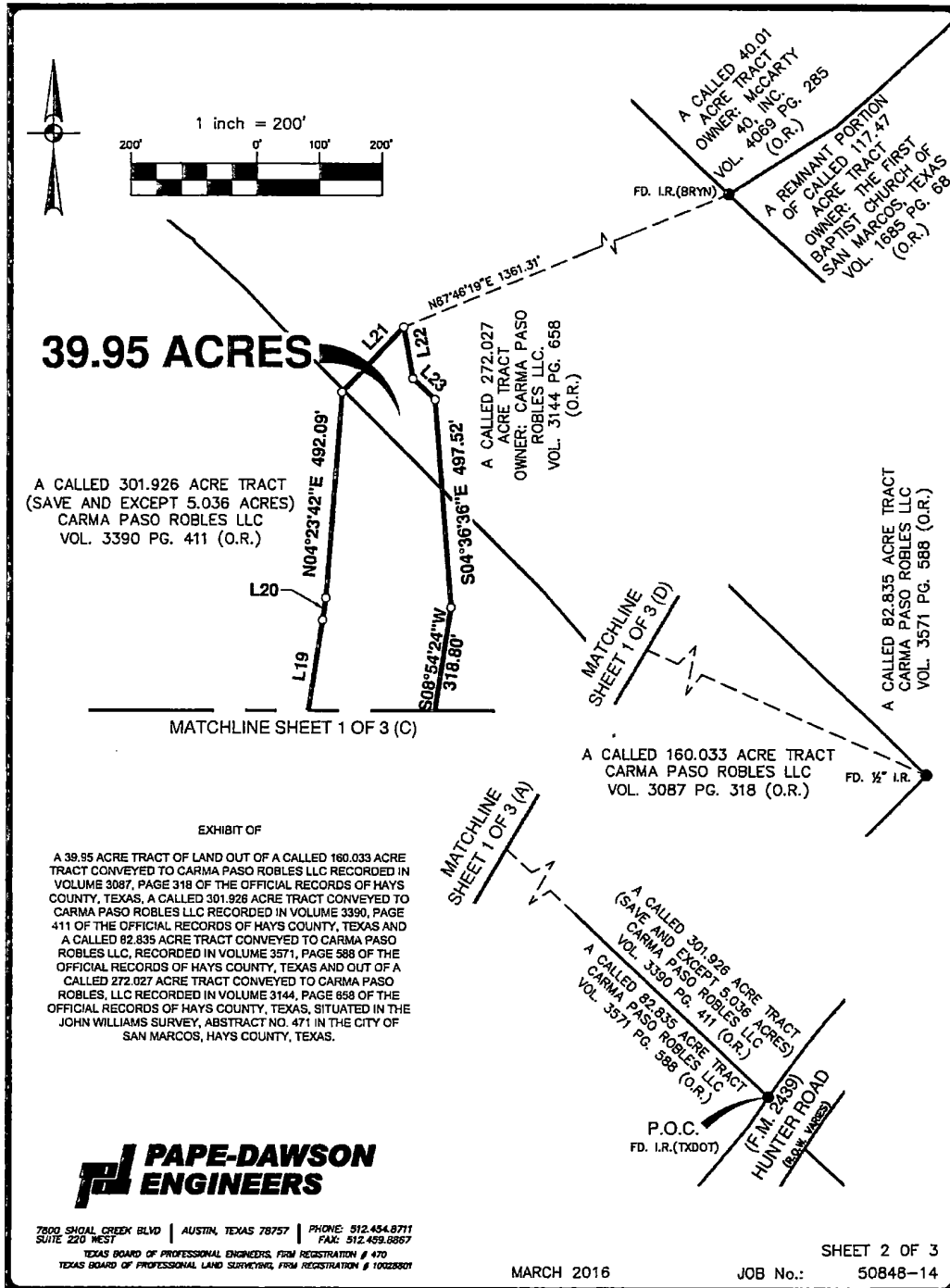
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: March 8, 2016  
JOB No.: 50848-14  
DOC.ID.: H:\survey\CTVIL\50848-14\Exhibits\Construction Exhibits\WORD\7.31Ac.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



**PAPE-DAWSON**  
**ENGINEERS**  
□ □ □







**39.95 ACRES**

A CALLED 301.926 ACRE TRACT (SAVE AND EXCEPT 5.036 ACRES)  
 CARMA PASO ROBLES LLC  
 VOL. 3390 PG. 411 (O.R.)

EXHIBIT OF

A 39.95 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS AND A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS AND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

**Pape-Dawson ENGINEERS**

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 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10223001

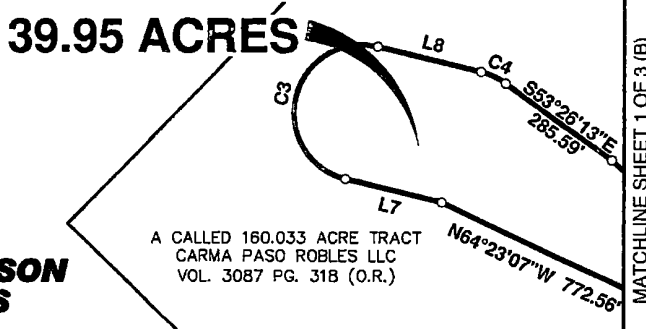
MARCH 2016 JOB No.: 50848-14 SHEET 2 OF 3

EXHIBIT OF

A 39.95 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS AND A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS AND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 858 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°42'05"W	177.10'
L2	S88°44'33"W	175.20'
L3	N76°43'51"W	201.18'
L4	S80°20'46"W	278.02'
L5	S00°19'00"E	83.18'
L6	S33°21'59"W	352.68'
L7	N76°21'32"E	217.82'
L8	S76°21'32"E	233.55'
L9	N33°21'59"E	334.26'
L10	N00°19'00"W	68.68'
L11	N62°35'57"W	228.64'
L12	N03°51'05"E	207.16'
L13	N85°57'27"E	142.58'
L14	N75°15'48"E	30.51'
L15	S34°12'42"E	122.27'
L16	S18°07'57"E	87.10'
L17	N74°13'31"E	32.02'
L18	N40°25'08"E	32.21'
L19	N09°00'10"E	235.97'
L20	N08°27'27"E	53.50'
L21	N43°31'08"E	213.99'
L22	S09°57'59"E	124.17'
L23	S46°49'03"E	73.39'
L24	S40°25'08"W	32.21'
L25	S74°13'31"W	30.99'
L26	S15°53'05"E	162.26'
L27	S67°17'18"E	177.72'
L28	S61°24'40"W	127.32'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	163.76'	23°52'27"	N89°44'50"W	67.74'	68.24'
C2	50.00'	124°55'12"	S53°09'18"W	88.67'	109.01'
C3	150.00'	180°00'00"	N13°38'28"E	300.00'	471.24'
C4	150.00'	22°55'20"	S64°53'53"E	59.61'	60.01'
C5	138.76'	30°27'07"	S82°19'59"E	72.89'	73.75'
C6	100.00'	57°48'28"	N57°03'13"E	96.67'	100.89'
C7	100.00'	67°04'48"	S60°30'09"E	110.50'	117.08'
C8	50.00'	113°10'25"	N89°12'06"E	83.47'	98.76'
C9	70.00'	33°48'22"	N57°19'20"E	40.71'	41.30'
C10	1500.00'	4°55'50"	N42°53'03"E	129.04'	129.08'
C11	346.00'	4°52'57"	N42°54'30"E	29.47'	29.48'
C12	241.32'	4°40'10"	N42°48'06"E	19.66'	19.67'
C13	150.00'	40°13'53"	N09°12'50"W	103.17'	105.33'
C14	150.00'	132°00'54"	S74°54'51"W	274.08'	345.61'
C15	216.32'	3°25'14"	S42°10'38"W	12.91'	12.91'
C16	371.00'	4°52'57"	S42°54'30"W	31.60'	31.61'
C17	1475.00'	4°55'50"	S42°53'03"W	126.89'	126.93'
C18	95.00'	33°48'22"	S57°19'20"W	55.24'	56.05'
C19	63.32'	128°41'58"	S02°56'19"E	114.16'	142.23'



**Pape-Dawson**  
**ENGINEERS**

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MARCH 2016

JOB No.:

SHEET 3 OF 3  
 50848-14

Date: Mar 16, 2016, 11:35am User ID: dhwana  
 File: H:\Survey Data\2009-14\Exhibits\Construction\Exhibit\39.951\_Ac.dwg



FIELD NOTES  
FOR

A 39.95 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS AND A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS AND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS. SAID 39.95 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

**COMMENCING** at an iron rod with aluminum cap marked "TXDOT" found for a point in the northwest right of way line of Hunter Road, a variable width right of way, same being the southernmost corner of said 301.926 acre tract, also being the easternmost southeast corner of said 82.835 acre tract and point of curvature;

**THENCE N 46°41'01" W**, departing the northwest right of way line of said Hunter Road, with the northeast line of said 82.835 acre tract, same being the southwest line of said 301.926 acre tract, a distance of **1613.73 feet** to a calculated **POINT OF BEGINNING** hereof;

**THENCE** departing the northeast line of said 82.835 acre tract, same being the southwest line of said 301.926 acre tract, through the interiors of said 82.835 acre tract, said 160.033 acre tract, said 301.926 acre tract and said 272.027 acre tract the following fifty-seven (57) courses and distances:

1. **S 61°24'40" W**, a distance of **53.17 feet** to a calculated point,
2. **S 69°42'05" W**, a distance of **177.10 feet** to a calculated point,
3. **S 88°44'33" W**, a distance of **175.20 feet** to a calculated point,
4. **N 76°43'51" W**, a distance of **201.18 feet** to a calculated point,
5. **S 80°20'46" W**, a distance of **278.02 feet** to a calculated point,

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6. S 00°19'00" E, a distance of 83.18 feet to a calculated point,
7. S 33°21'59" W, a distance of 352.68 feet to a calculated point of non-tangent curvature,
8. along the arc of said curve to the right, having a radius of 163.76 feet, a central angle of 23°52'27", a chord bearing and distance of N 89°44'50" W, 67.74 feet, an arc length of 68.24 feet to a calculated point of compound curvature,
9. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 124°55'12", a chord bearing and distance of S 53°09'18" W, 88.67 feet, an arc length of 109.01 feet to a calculated point of tangency and southernmost corner hereof, from which a ½" iron rod found for the easternmost corner of said 160.033 acre tract, same being the northwest ell corner of said 82.835 acre tract bears S 65°40'31" E, 1074.59 feet;
10. N 64°23'07" W, a distance of 772.56 feet to a calculated point,
11. N 76°21'32" W, a distance of 217.82 feet to a calculated point of tangent curvature for the westernmost southwest corner hereof,
12. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 0°00'00", a chord bearing and distance of N 13°38'28" E, 300.00 feet, an arc length of 471.24 feet to a calculated point of tangency for the westernmost northwest corner hereof,
13. S 76°21'32" E, a distance of 233.55 feet to a calculated point of tangent curvature,
14. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 22°55'20", a chord bearing and distance of S 64°53'53" E, 59.61 feet, an arc length of 60.01 feet to a calculated point of tangency,
15. S 53°26'13" E, a distance of 285.59 feet to a calculated point,
16. S 48°00'19" E, a distance of 509.66 feet to a calculated point,
17. along the arc of said curve to the left, having a radius of 138.76 feet, a central angle of 30°27'07", a chord bearing and distance of S 82°19'59" E, 72.89 feet, an arc length of 73.75 feet to a calculated point of tangency,
18. N 33°21'59" E, a distance of 334.26 feet to a calculated point,
19. N 00°19'00" W, a distance of 68.68 feet to a calculated point,



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20. N 62°35'57" W, a distance of 228.64 feet to a calculated point,
21. N 00°43'31" E, a distance of 820.58 feet to a calculated point,
22. N 03°51'05" E, a distance of 207.16 feet to a calculated point,
23. N 28°08'58" E, a distance of 292.57 feet to a calculated point,
24. along the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 57°48'28", a chord bearing and distance of N 57°03'13" E, 96.67 feet, an arc length of 100.89 feet to a calculated point of tangency,
25. N 85°57'27" E, a distance of 142.58 feet to a calculated point of tangent curvature,
26. along the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 67°04'48", a chord bearing and distance of S 60°30'09" E, 110.50 feet, an arc length of 117.08 feet to a calculated point of tangency,
27. N 75°15'48" E, a distance of 30.51 feet to a calculated point of non-tangent curvature,
28. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 113°10'25", a chord bearing and distance of N 89°12'06" E, 83.47 feet, an arc length of 98.76 feet to a calculated point of tangency,
29. S 34°12'42" E, a distance of 122.27 feet to a calculated point,
30. S 18°07'57" E, a distance of 87.10 feet to a calculated point,
31. N 74°13'31" E, a distance of 32.02 feet to a calculated point of tangent curvature,
32. along the arc of said curve to the left, having a radius of 70.00 feet, a central angle of 33°48'22", a chord bearing and distance of N 57°19'20" E, 40.71 feet, an arc length of 41.30 feet to a calculated point of tangency,
33. N 40°25'08" E, a distance of 32.21 feet to a calculated point of tangent curvature,
34. along the arc of said curve to the right, having a radius of 1500.00 feet, a central angle of 04°55'50", a chord bearing and distance of N 42°53'03" E, 129.04 feet, an arc length of 129.08 feet to a calculated point of reverse curvature,



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Job No. 50848-14  
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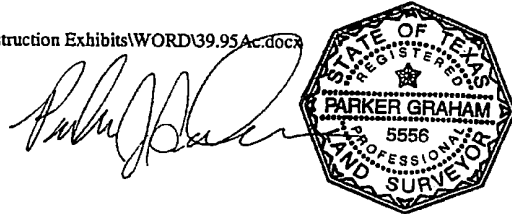
35. along the arc of said curve to the left, having a radius of 346.00 feet, a central angle of 04°52'57", a chord bearing and distance of N 42°54'30" E, 29.47 feet, an arc length of 29.48 feet to a calculated point of reverse curvature,
36. along the arc of said curve to the right, having a radius of 241.32 feet, a central angle of 04°40'10", a chord bearing and distance of N 42°48'06" E, 19.66 feet, an arc length of 19.67 feet to a calculated point of compound curvature,
37. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 40°13'53", a chord bearing and distance of N 09°12'50" W, 103.17 feet, an arc length of 105.33 feet to a calculated point of tangency,
38. N 09°00'10" E, a distance of 235.97 feet to a calculated point,
39. N 08°27'27" E, a distance of 53.50 feet to a calculated point,
40. N 04°23'42" E, a distance of 492.09 feet to a calculated point,
41. N 43°31'08" E, a distance of 213.99 feet to a calculated point for the northernmost corner hereof, from which an iron rod with cap marked "Byrn" found, on the northeast line of said 272.027 acre tract, same being the west corner of a remnant portion of a called 117.47 acre tract conveyed to the First Baptist Church of San Marcos, Texas recorded in Volume 1685, Page 68 of the Official Records of Hays County, Texas, same being the south corner of a called 40.01 acre tract conveyed to McCarty 40, Inc. recorded in Volume 4069, Page 285 of the Official Records of Hays County, Texas, bears N 67°46'19" E, 1361.31 feet,
42. S 09°57'59" E, a distance of 124.17 feet to a calculated point,
43. S 46°49'03" E, a distance of 73.39 feet to a calculated point,
44. S 04°36'36" E, a distance of 497.52 feet to a calculated point,
45. S 08°54'24" W, a distance of 318.80 feet to a calculated point of tangent curvature,
46. along the arc of said curve to the right, said curve having radius of 150.00 feet, a central angle of 132°00'54", a chord bearing and distance of S 74°54'51" W, 274.08 feet, an arc length of 345.61 feet to a calculated point of reverse curvature,



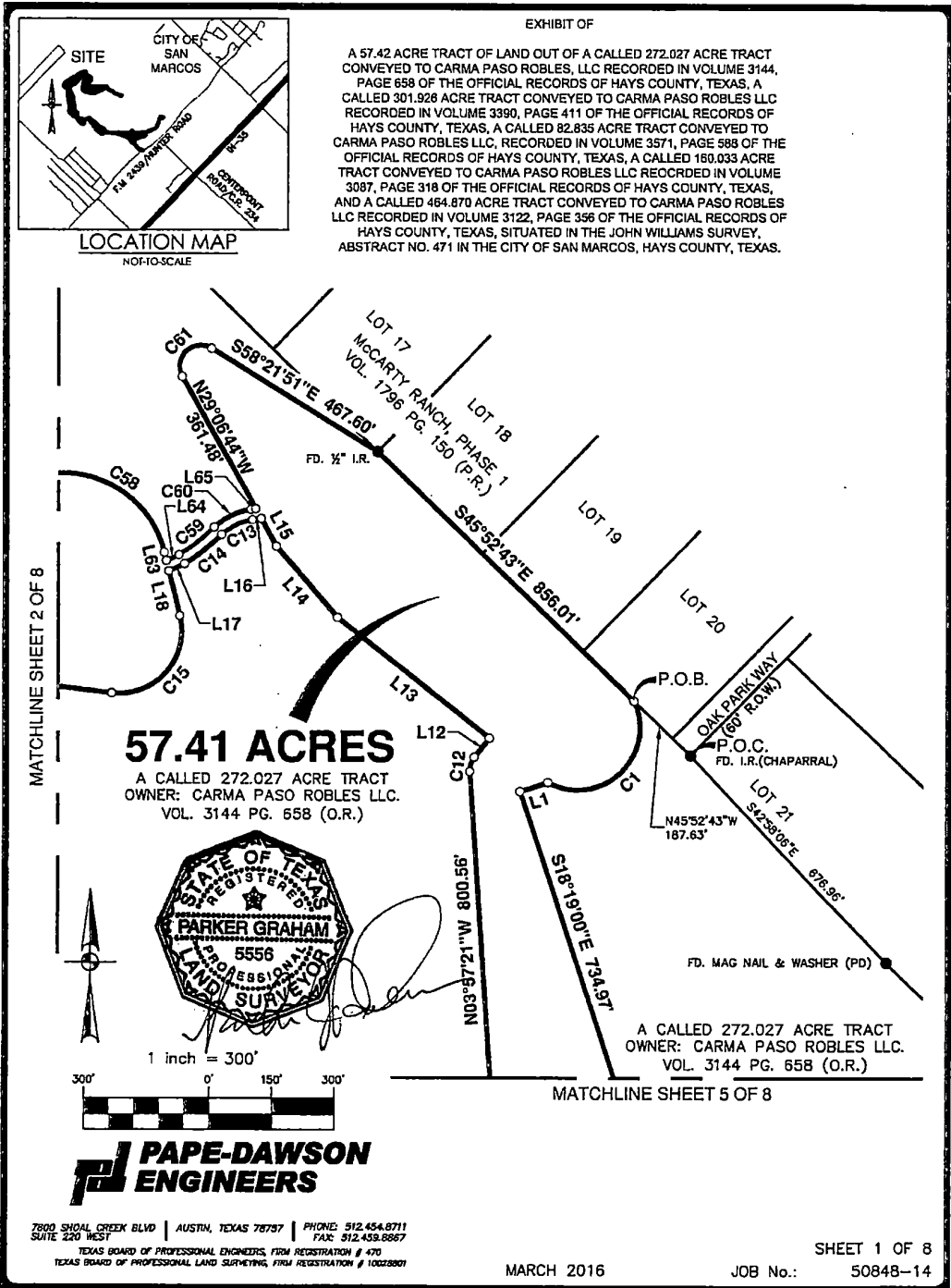
39.95 Acres  
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47. along the arc of said curve to the left, having a radius of 216.32 feet, a central angle of  $03^{\circ}25'14''$ , a chord bearing and distance of  $S 42^{\circ}10'38'' W$ , 12.91 feet, an arc length of 12.91 feet to a calculated point of reverse curvature,
48. along the arc of said curve to the right, said curve having a radius of 371.00 feet, a central angle of  $04^{\circ}52'57''$ , a chord bearing and distance of  $S 42^{\circ}54'30'' W$ , 31.60 feet, an arc length of 31.61 feet to a calculated point of reverse curvature,
49. along the arc of said curve to the left, said curve having a radius of 1475.00 feet, a central angle of  $04^{\circ}55'50''$ , a chord bearing and distance of  $S 42^{\circ}53'03'' W$ , 126.89 feet, an arc length of 126.93 feet to a calculated point of tangency,
50.  $S 40^{\circ}25'08'' W$ , a distance of 32.21 feet to a calculated point of tangent curvature,
51. along the arc of said curve to the right, having a radius of 95.00 feet, a central angle of  $33^{\circ}48'22''$ , a chord bearing and distance of  $S 57^{\circ}19'20'' W$ , 55.24 feet, an arc length of 56.05 feet to a calculated point of tangency,
52.  $S 74^{\circ}13'31'' W$ , a distance of 30.99 feet to a calculated point,
53.  $S 18^{\circ}07'57'' E$ , a distance of 765.48 feet to a calculated point,
54.  $S 15^{\circ}53'05'' E$ , a distance of 162.26 feet to a calculated point,
55.  $S 67^{\circ}17'18'' E$ , a distance of 177.72 feet to a calculated point,
56. along a tangent curve to the right, said curve having a radius of 63.32 feet, a central angle of  $128^{\circ}41'58''$ , a chord bearing and distance of  $S 02^{\circ}56'19'' E$ , 114.16 feet, an arc length of 142.23 feet to a calculated point of tangency, and
57.  $S 61^{\circ}24'40'' W$ , a distance of 74.15 feet to the POINT OF BEGINNING and containing 39.95 acres in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-14.

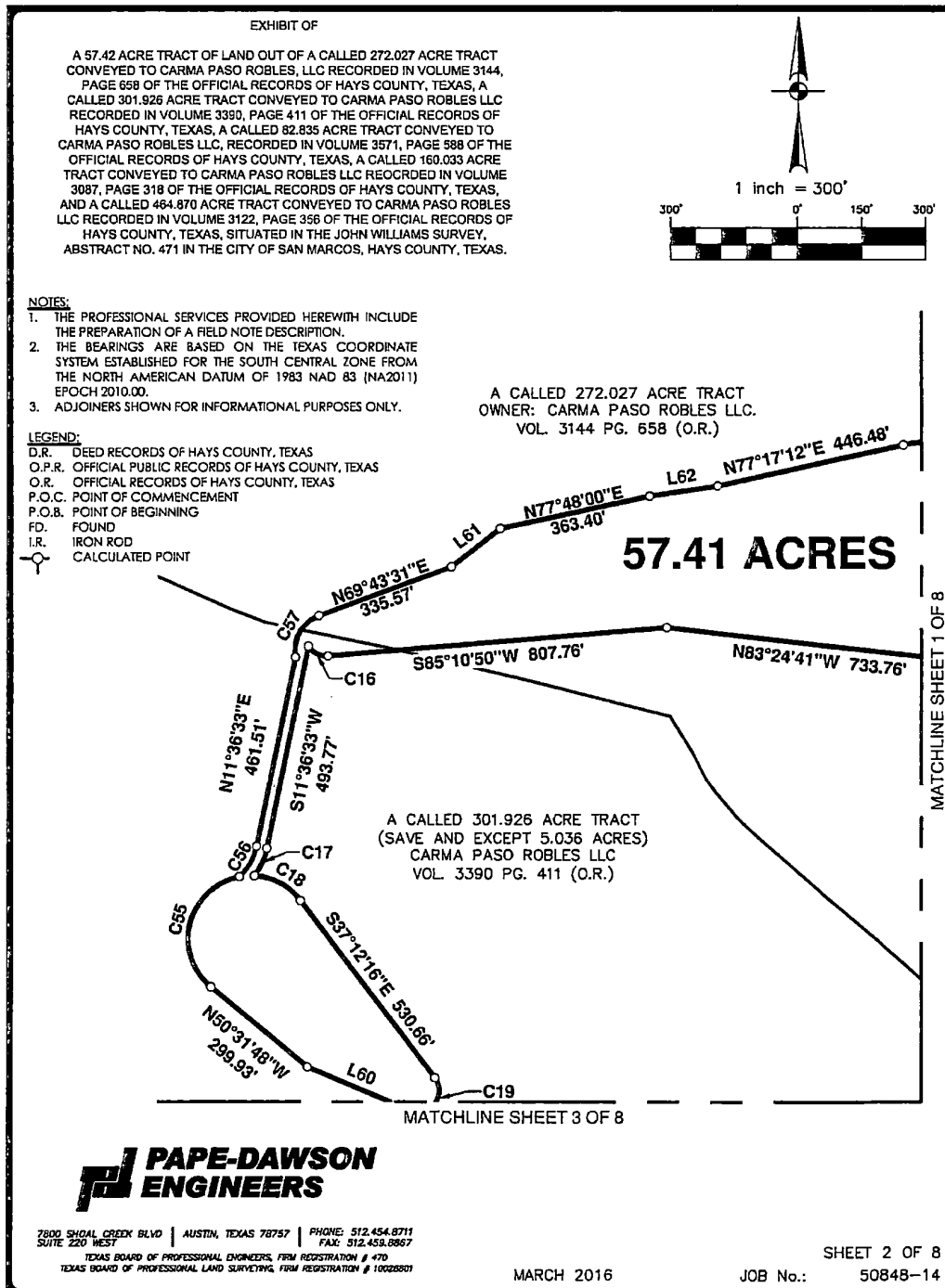
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: March 3, 2016  
JOB No.: 50848-14  
DOC.ID.: H:\survey\CIVIL\50848-14\Exhibits\Construction Exhibits\WORD\39.95 Ac.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



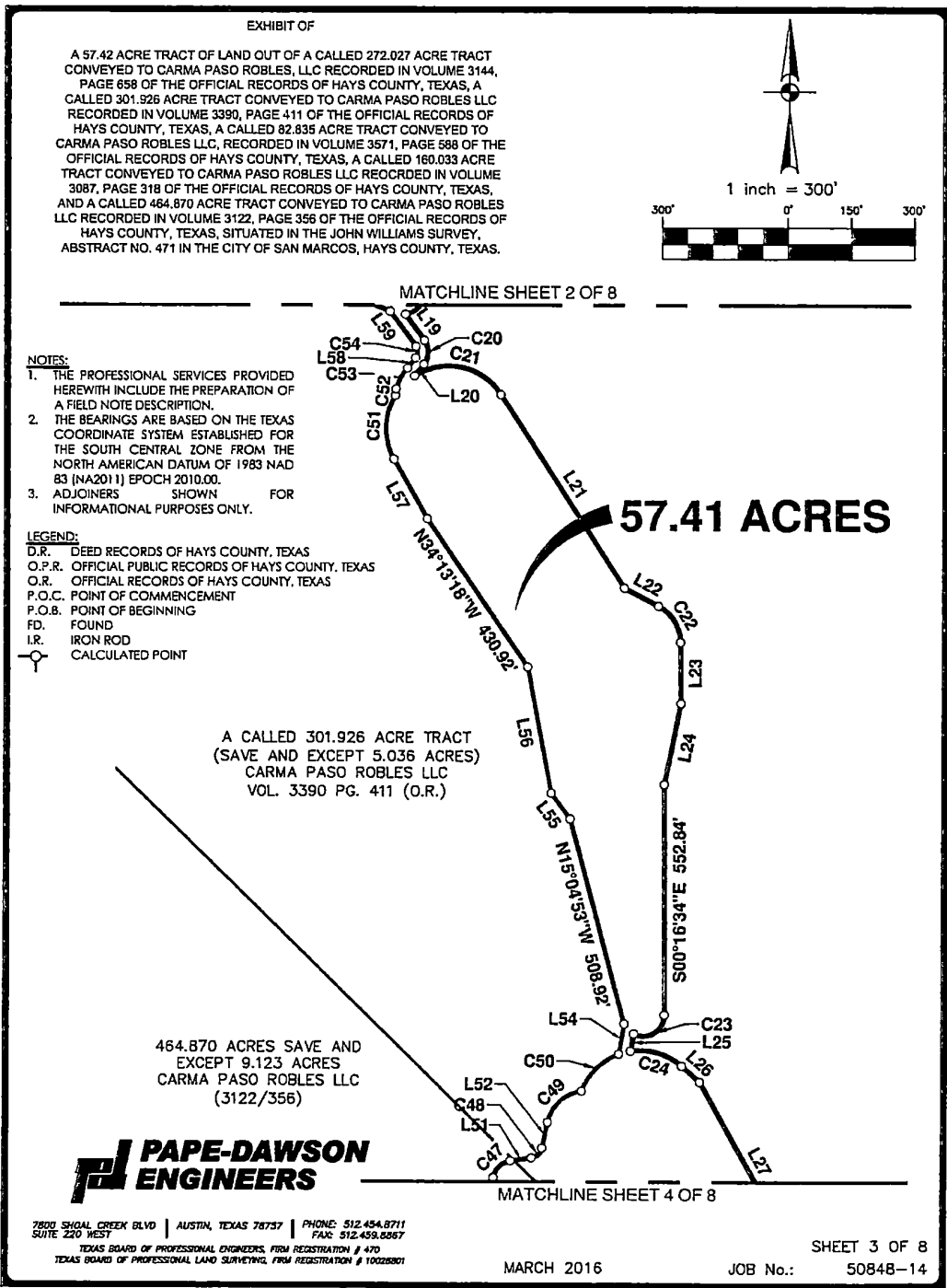




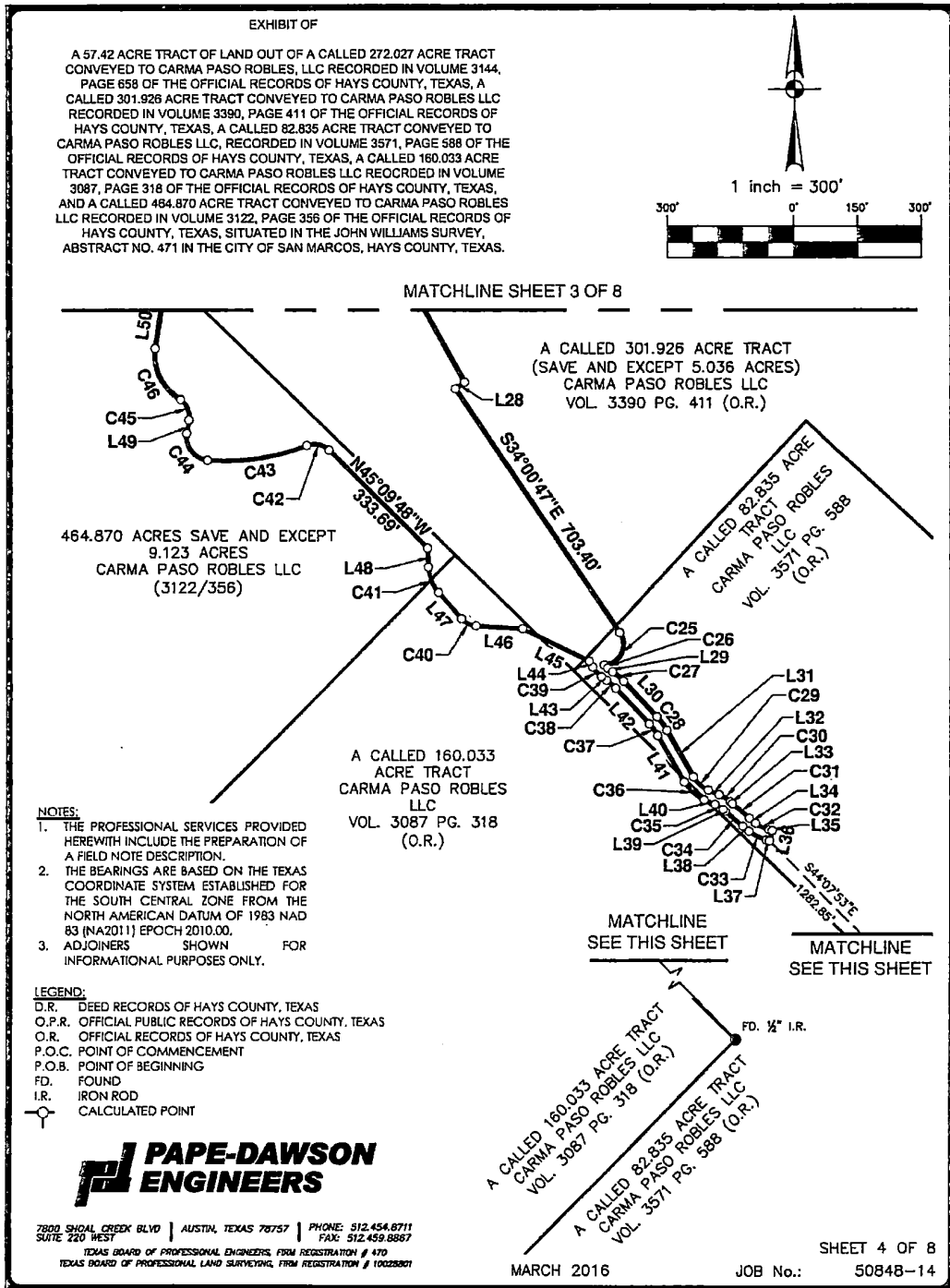
Date: Mar 16, 2016, 10:35am User: JL Guerrero  
 File: JL Guerrero (DWG) 16036339-1 (Sanbata) (Description) ExhibitA(57.415\_Acres)



Date: Mar 18, 2016, 1:36pm User: dh\_ohernero  
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Date: Mar 16, 2016, 4:36pm User ID: ahernero  
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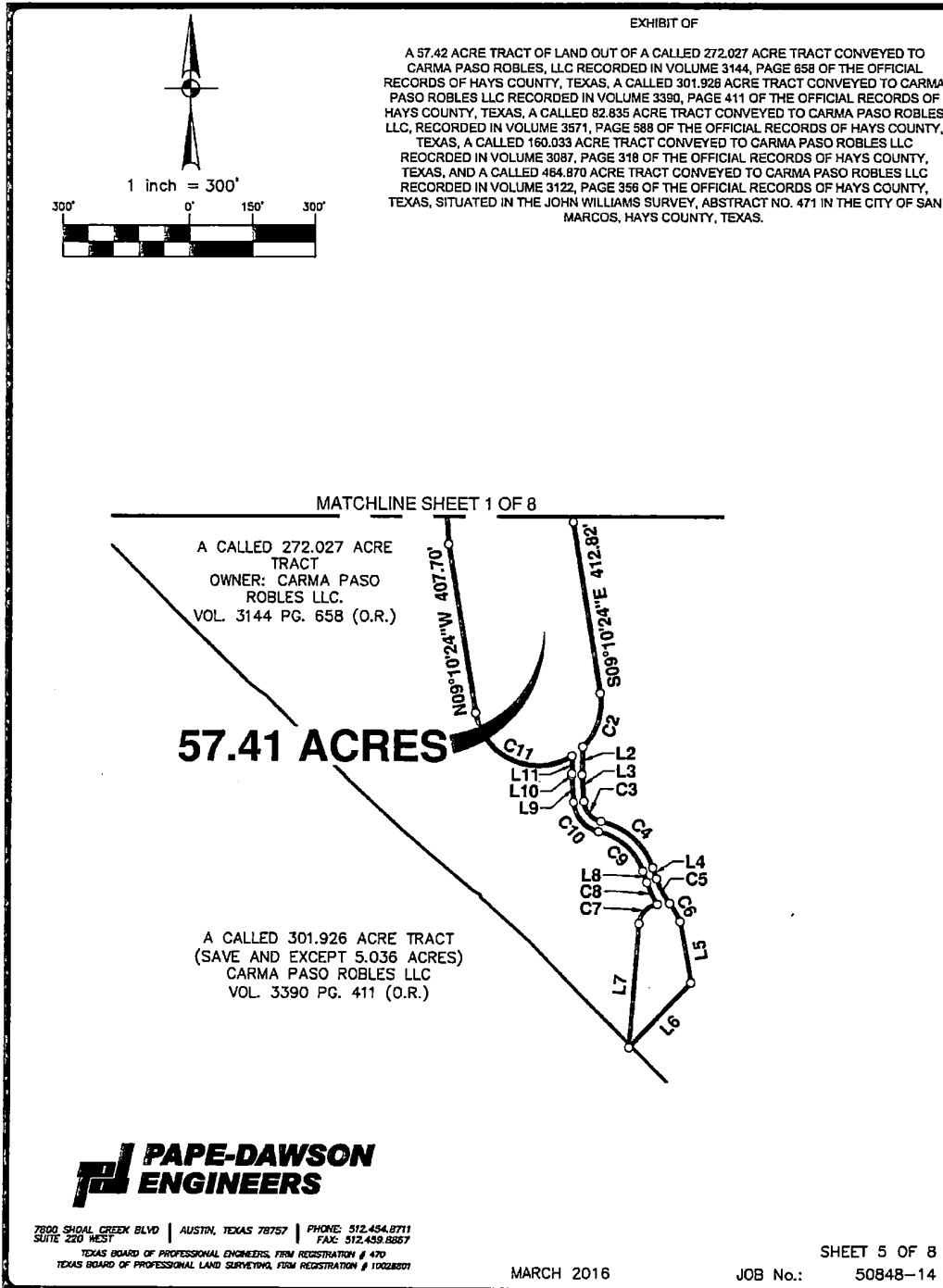


EXHIBIT OF

A 57.42 ACRE TRACT OF LAND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.928 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°41'00"W	69.55'
L2	S01°18'24"W	66.51'
L3	S04°10'06"E	64.09'
L4	S19°20'44"E	27.85'
L5	S09°57'59"E	147.51'
L6	S43°31'08"W	213.99'
L7	N04°23'42"E	296.50'
L8	N19°20'44"W	27.84'
L9	N04°10'06"W	64.09'
L10	N09°16'10"E	4.44'
L11	N00°20'55"W	42.74'
L12	N38°24'47"E	58.47'
L13	N51°39'11"W	464.89'
L14	N40°54'27"W	224.30'
L15	N29°06'44"W	75.61'
L16	S82°18'00"W	21.35'
L17	S65°41'10"W	41.29'
L18	S13°58'04"E	110.02'
L19	S36°29'20"E	77.40'
L20	S38°14'50"W	36.07'
L21	S32°45'16"E	551.08'
L22	S61°57'55"E	92.08'
L23	S00°44'28"E	147.54'
L24	S11°27'37"W	198.54'
L25	S10°10'40"W	42.04'
L26	S48°35'52"E	57.22'
L27	S29°13'22"E	472.71'
L28	S55°59'13"W	26.76'
L29	S54°47'46"E	15.03'
L30	S43°21'55"E	117.30'
L31	S29°38'18"E	128.53'
L32	S66°58'25"E	28.29'

LINE TABLE		
LINE	BEARING	LENGTH
L33	S47°58'14"E	6.63'
L34	S51°08'03"E	18.60'
L35	S75°26'37"E	7.64'
L36	S14°33'23"W	25.00'
L37	N75°26'37"W	7.64'
L38	N51°08'03"W	18.60'
L39	N47°58'14"W	6.63'
L40	N66°58'25"W	28.29'
L41	N29°38'18"W	128.53'
L42	N43°21'55"W	117.35'
L43	N54°47'46"W	15.03'
L44	N30°41'25"W	16.14'
L45	N64°06'50"W	177.45'
L46	N86°27'17"W	112.25'
L47	N41°06'09"W	83.24'
L48	N02°40'24"W	45.26'
L49	N09°20'22"E	32.70'
L50	N08°42'22"E	102.73'
L51	N81°48'18"E	50.65'
L52	N12°05'00"E	62.96'
L54	N09°55'33"E	73.20'
L55	N36°47'38"W	76.91'
L56	N10°46'23"W	308.59'
L57	N29°25'53"W	163.89'
L58	N37°47'28"E	31.59'
L59	N36°29'20"W	104.66'
L60	N67°25'32"W	254.96'
L61	N51°43'54"E	147.42'
L62	N81°31'22"E	163.46'
L63	S13°58'04"E	20.45'
L64	N65°41'10"E	33.38'
L65	N82°16'58"E	11.59'

Note: For 10, 2016, User ID: dherera, dherera  
 File #: Survey Data, 16036339-4 (Tabular Construction Exhibit) 157-415\_Acct.dwg



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 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FROM REGISTRATION # 10028801

MARCH 2016

JOB No.: 50848-14

SHEET 6 OF 8

EXHIBIT OF

A 57.42 ACRE TRACT OF LAND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	150.00'	143°03'46"	S46°36'39"W	284.55'	374.54'
C2	150.00'	53°35'06"	S17°37'09"W	135.23'	140.29'
C3	52.41'	73°28'43"	S40°54'27"E	62.70'	67.21'
C4	171.92'	57°53'24"	S48°17'25"E	166.41'	173.70'
C5	207.33'	18°23'06"	S28°32'17"E	66.24'	66.53'
C6	198.50'	14°29'41"	S30°29'00"E	50.08'	50.22'
C7	50.00'	79°22'51"	N44°05'08"E	63.86'	69.27'
C8	232.33'	14°22'36"	N26°32'03"W	58.14'	58.30'
C9	146.92'	57°59'08"	N48°20'19"W	142.43'	148.69'
C10	77.41'	73°09'47"	N40°44'59"W	92.26'	98.84'
C11	150.00'	113°34'49"	N65°57'49"W	251.00'	297.35'
C12	50.00'	42°22'08"	N17°13'43"E	36.14'	36.97'
C13	129.80'	36°40'23"	S63°57'49"W	81.67'	83.08'
C14	524.77'	12°16'33"	S51°45'54"W	112.22'	112.43'
C15	150.00'	110°33'23"	S41°18'38"W	246.58'	289.44'
C16	50.00'	63°18'28"	N63°09'56"W	52.48'	55.25'
C17	161.30'	25°39'55"	S24°26'31"W	71.65'	72.25'
C18	150.00'	49°26'11"	S61°55'22"E	125.45'	129.42'
C19	50.00'	118°29'08"	S22°02'18"W	85.93'	103.40'
C20	47.66'	73°06'37"	S01°14'10"W	56.77'	60.81'
C21	150.00'	90°19'25"	S77°54'58"E	212.73'	236.47'
C22	100.00'	61°13'27"	S31°21'12"E	101.84'	106.86'
C23	50.00'	116°49'12"	S58°08'02"W	85.18'	101.94'
C24	150.00'	50°08'09"	S73°39'57"E	127.11'	131.26'
C25	50.00'	118°38'02"	S25°18'14"W	86.00'	103.53'
C26	50.00'	12°25'09"	S48°35'11"E	10.82'	10.84'
C27	170.00'	11°25'51"	S49°04'50"E	33.86'	33.92'
C28	165.00'	13°57'44"	S36°37'10"E	40.11'	40.21'
C29	75.00'	37°20'07"	S48°18'21"E	48.01'	48.87'
C30	95.00'	19°00'10"	S57°28'20"E	31.36'	31.51'
C31	975.00'	3°09'48"	S49°33'09"E	53.82'	53.83'

Date: Mar 18, 2016, 1:37pm User ID: cherrero  
 File: H:\Survey\GML\50848-14\Embilla\Construction\Embilla\57-115-1.dwg



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MARCH 2016

SHEET 7 OF 8

JOB No.: 50848-14

EXHIBIT OF

A 57.42 ACRE TRACT OF LAND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C32	85.00'	24°18'34"	S63°17'20"E	35.79'	36.06'
C33	110.00'	24°18'34"	N63°17'20"W	46.32'	46.67'
C34	1000.00'	3°09'48"	N49°33'09"W	55.20'	55.21'
C35	70.00'	19°00'10"	N57°28'20"W	23.11'	23.22'
C36	100.00'	37°20'07"	N48°18'21"W	64.02'	65.16'
C37	140.00'	13°58'57"	N36°37'46"W	34.08'	34.17'
C38	145.00'	11°25'51"	N49°04'50"W	28.88'	28.93'
C39	75.00'	24°06'20"	N42°44'35"W	31.32'	31.55'
C40	50.00'	45°21'08"	N63°46'43"W	38.55'	39.58'
C41	100.00'	38°25'45"	N21°53'17"W	65.82'	67.07'
C42	50.00'	66°23'14"	N78°21'25"W	54.75'	57.93'
C43	525.00'	26°10'02"	S81°31'59"W	237.69'	239.77'
C44	55.00'	94°43'22"	N38°01'19"W	80.92'	90.93'
C45	50.00'	63°38'45"	N22°29'01"W	52.73'	55.54'
C46	118.63'	69°35'12"	N26°29'31"W	135.39'	144.08'
C47	47.76'	73°05'56"	N45°15'20"E	56.89'	60.94'
C48	30.57'	69°43'18"	N46°56'39"E	34.94'	37.20'
C49	95.93'	70°20'53"	N47°15'27"E	110.53'	117.79'
C50	150.00'	49°37'46"	N45°20'28"E	125.91'	129.93'
C51	150.00'	61°11'55"	N01°10'05"E	152.71'	160.22'
C52	42.23'	21°14'13"	N05°15'01"E	15.56'	15.65'
C53	114.66'	28°45'58"	N28°49'03"E	56.96'	57.56'
C54	22.66'	72°35'01"	N01°29'58"E	26.82'	28.70'
C55	150.00'	130°14'49"	N14°35'37"E	272.16'	340.99'
C56	136.30'	35°29'16"	N29°21'11"E	83.08'	84.42'
C57	88.52'	80°30'52"	N29°28'05"E	114.41'	124.39'
C58	250.00'	88°44'44"	S58°20'26"E	349.66'	387.23'
C59	499.77'	12°16'31"	N51°45'54"E	106.87'	107.07'
C60	154.80'	36°39'19"	N63°57'18"E	97.35'	99.03'
C61	50.00'	150°47'34"	N46°17'03"E	96.77'	131.59'

Date: Mar 16, 2016, 4:48pm, User: IS\_aherrero  
 File: H:\Survey\CHL\56249-14\Exhibit\Construction Exhibit\57.415\_Ac.dwg



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MARCH 2016

JOB No.:

SHEET 8 OF 8  
 50848-14





FIELD NOTES  
FOR

A 57.42 ACRE TRACT OF LAND OUT OF A CALLED 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3390, PAGE 411 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS. SAID 57.42 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

**COMMENCING** at an iron rod with cap marked "Chaparral" found for the southernmost terminus of Oak Park Way, a 60 foot right of way recorded in McCarty Ranch, Phase 1, recorded in Volume 1796, Page 150 of the Plat Records of Hays County, Texas, same being the northwest corner of Lot 21, Block 4 of said McCarty Ranch, also being a point in the northeast line of said 272.027 acre tract;

**THENCE** N 45°52'43" W, with the northeast line of said 272.027 acre tract, same being the southwest line of said McCarty Ranch, a distance of 856.01 feet to the calculated **POINT OF BEGINNING** and point of non-tangent curvature hereof;

**THENCE** departing the southwest line of said McCarty Ranch, through the interiors of said 272.027 acre tract, said 301.926 acre tract, said 82.835 acre tract, said 160.033 acre tract and said 464.870 acre tract the following one hundred and forty-six (146) courses and distances:

1. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 143°03'46", a chord bearing and distance of S 46°36'39" W, 284.55 feet, an arc length of 374.54 feet to a calculated point of tangency,
2. S 71°41'00" W, a distance of 69.55 feet to a calculated point,
3. S 18°19'00" E, a distance of 734.97 feet to a calculated point,

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4. S 09°10'24" E, a distance of 412.82 feet to a calculated point of tangent curvature,
5. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 53°35'06", a chord bearing and distance of S 17°37'09" W, 135.23 feet, an arc length of 140.29 feet to a calculated point of tangency,
6. S 01°18'24" W, a distance of 66.51 feet to a calculated point,
7. S 04°10'06" E, a distance of 64.09 feet to a calculated point of tangent curvature,
8. along the arc of said curve to the left, having a radius of 52.41 feet, a central angle of 73°28'43", a chord bearing and distance of S 40°54'27" E, 62.70 feet, an arc length of 67.21 feet to a calculated point of reverse curvature,
9. along the arc of said curve to the right, having a radius of 171.92 feet, a central angle of 57°53'24", a chord bearing and distance of S 48°17'25" E, 166.41 feet, an arc length of 173.70 feet to a calculated point of tangency,
10. S 19°20'44" E, a distance of 27.85 feet to a calculated point of tangent curvature,
11. along the arc of said curve to the left, having a radius of 207.33 feet, a central angle of 18°23'06", a chord bearing and distance of S 28°32'17" E, 66.24 feet, an arc length of 66.53 feet to a calculated point of reverse curvature,
12. along the arc of said curve to the right, having a radius of 198.50 feet, a central angle of 14°29'41", a chord bearing and distance of S 30°29'00" E, 50.08 feet, an arc length of 50.22 feet to a calculated point of tangency,
13. S 09°57'59" E, a distance of 147.51 feet to a calculated point,
14. S 43°31'08" W, a distance of 213.99 feet to a calculated point,
15. N 04°23'42" E, a distance of 296.50 feet to a calculated point of tangent curvature,
16. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 79°22'51", a chord bearing and distance of N 44°05'08" E, 63.86 feet, an arc length of 69.27 feet to a calculated point of compound curvature,
17. along the arc of said curve to the right, having a radius of 232.33 feet, a central angle of 14°22'36", a chord bearing and distance of N 26°32'03" W, 58.14 feet, an arc length of 58.30 feet to a calculated point of tangency,



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18. N 19°20'44" W, a distance of 27.84 feet to a calculated point of tangent curvature,
19. along the arc of said curve to the left, having a radius of 146.92 feet, a central angle of 57°59'08", a chord bearing and distance of N 48°20'19" W, 142.43 feet, an arc length of 148.69 feet to a calculated point of reverse curvature,
20. along the arc of said curve to the right, having a radius of 77.41 feet, a central angle of 73°09'47", a chord bearing and distance of N 40°44'59" W, 92.26 feet, an arc length of 98.84 feet to a calculated point of tangency,
21. N 04°10'06" W, a distance of 64.09 feet to a calculated point,
22. N 09°16'10" E, a distance of 4.44 feet to a calculated point,
23. N 00°20'55" W, a distance of 42.74 feet to a calculated point of non-tangent curvature,
24. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 113°34'49", a chord bearing and distance of N 65°57'49" W, 251.00 feet, an arc length of 297.35 feet to a calculated point of tangency,
25. N 09°10'24" W, a distance of 407.70 feet to a calculated point,
26. N 03°57'21" W, a distance of 800.56 feet to a calculated point of tangent curvature,
27. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 42°22'08", a chord bearing and distance of N 17°13'43" E, 36.14 feet, an arc length of 36.97 feet to a calculated point of tangency,
28. N 38°24'47" E, a distance of 58.47 feet to a calculated point,
29. N 51°39'11" W, a distance of 464.89 feet to a calculated point,
30. N 40°54'27" W, a distance of 224.30 feet to a calculated point,
31. N 29°06'44" W, a distance of 75.61 feet to a calculated point,
32. S 82°18'00" W, a distance of 21.35 feet to a calculated point of tangent curvature,



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33. along the arc of said curve to the left, having a radius of 129.80 feet, a central angle of 36°40'23", a chord bearing and distance of S 63°57'49" W, 81.67 feet, an arc length of 83.08 feet to a calculated point of reverse curvature,
34. along the arc of said curve to the right, having a radius of 524.77 feet, a central angle of 12°16'33", a chord bearing and distance of S 51°45'54" W, 112.22 feet, an arc length of 112.43 feet to a calculated point of tangency,
35. S 65°41'10" W, a distance of 41.29 feet to a calculated point,
36. S 13°58'04" E, a distance of 110.02 feet to a calculated point of tangent curvature,
37. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 110°33'23", a chord bearing and distance of S 41°18'38" W, 246.58 feet, an arc length of 289.44 feet to a calculated point of tangency,
38. N 83°24'41" W, a distance of 733.76 feet to a calculated point,
39. S 85°10'50" W, a distance of 807.76 feet to a calculated point of tangent curvature,
40. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 63°18'28", a chord bearing and distance of N 63°09'56" W, 52.48 feet, an arc length of 55.25 feet to a calculated point of tangency,
41. S 11°36'33" W, a distance of 493.77 feet to a calculated point of tangent curvature,
42. along the arc of said curve to the right, having a radius of 161.30 feet, a central angle of 25°39'55", a chord bearing and distance of S 24°26'31" W, 71.65 feet, an arc length of 72.25 feet to a calculated point of compound curvature,
43. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 49°26'11", a chord bearing and distance of S 61°55'22" E, 125.45 feet, an arc length of 129.42 feet to a calculated point of tangency,
44. S 37°12'16" E, a distance of 530.66 feet to a calculated point of tangent curvature,
45. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 118°29'08", a chord bearing and distance of S 22°02'18" W, 85.93 feet, an arc length of 103.40 feet to a calculated point of tangency,



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46. **S 36°29'20" E**, a distance of **77.40 feet** to a calculated point of non-tangent curvature,
47. along the arc of said curve to the right, having a **radius of 47.66 feet**, a **central angle of 73°06'37"**, a **chord bearing and distance of S 01°14'10" W**, **56.77 feet**, an **arc length of 60.81 feet** to a calculated point of tangency,
48. **S 38°14'50" W**, a distance of **36.07 feet** to a calculated point of non-tangent curvature,
49. along the arc of said curve to the right, having a **radius of 150.00 feet**, a **central angle of 90°19'25"**, a **chord bearing and distance of S 77°54'58" E**, **212.73 feet**, an **arc length of 236.47 feet** to a calculated point of tangency,
50. **S 32°45'16" E**, a distance of **551.08 feet** to a calculated point,
51. **S 61°57'55" E**, a distance of **92.08 feet** to a calculated point of tangent curvature,
52. along the arc of said curve to the right, having a **radius of 100.00 feet**, a **central angle of 61°13'27"**, a **chord bearing and distance of S 31°21'12" E**, **101.84 feet**, an **arc length of 106.86 feet** to a calculated point of tangency,
53. **S 00°44'28" E**, a distance of **147.54 feet** to a calculated point,
54. **S 11°27'37" W**, a distance of **198.54 feet** to a calculated point,
55. **S 00°16'34" E**, a distance of **552.84 feet** to a calculated point of tangent curvature,
56. along the arc of said curve to the right, having a **radius of 50.00 feet**, a **central angle of 116°49'12"**, a **chord bearing and distance of S 58°08'02" W**, **85.18 feet**, an **arc length of 101.94 feet** to a calculated point of tangency,
57. **S 10°10'40" W**, a distance of **42.04 feet** to a calculated point of non-tangent curvature,
58. along the arc of said curve to the right, having a **radius of 150.00 feet**, a **central angle of 50°08'09"**, a **chord bearing and distance of S 73°39'57" E**, **127.11 feet**, an **arc length of 131.26 feet** to a calculated point of tangency,
59. **S 48°35'52" E**, a distance of **57.22 feet** to a calculated point,
60. **S 29°13'22" E**, a distance of **472.71 feet** to a calculated point,



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61. S 55°59'13" W, a distance of 26.76 feet to a calculated point,
62. S 34°00'47" E, a distance of 703.40 feet to a calculated point of tangent curvature,
63. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 118°38'02", a chord bearing and distance of S 25°18'14" W, 86.00 feet, an arc length of 103.53 feet to a calculated point of reverse curvature,
64. along the arc of said curve to the left, having a radius of 50.00 feet, a central angle of 12°25'09", a chord bearing and distance of S 48°35'11" E, 10.82 feet, an arc length of 10.84 feet to a calculated point of tangency,
65. S 54°47'46" E, a distance of 15.03 feet to a calculated point of tangent curvature,
66. along the arc of said curve to the right, having a radius of 170.00 feet, a central angle of 11°25'51", a chord bearing and distance of S 49°04'50" E, 33.86 feet, an arc length of 33.92 feet to a calculated point of tangency,
67. S 43°21'55" E, a distance of 117.30 feet to a calculated point of non-tangent curvature,
68. along the arc of said curve to the right, having a radius of 165.00 feet, a central angle of 13°57'44", a chord bearing and distance of S 36°37'10" E, 40.11 feet, an arc length of 40.21 feet to a calculated point of tangency,
69. S 29°38'18" E, a distance of 128.53 feet to a calculated point of tangent curvature,
70. along the arc of said curve to the left, having a radius of 75.00 feet, a central angle of 37°20'07", a chord bearing and distance of S 48°18'21" E, 48.01 feet, an arc length of 48.87 feet to a calculated point of tangency,
71. S 66°58'25" E, a distance of 28.29 feet to a calculated point of tangent curvature,
72. along the arc of said curve to the right, having a radius of 95.00 feet, a central angle of 19°00'10", a chord bearing and distance of S 57°28'20" E, 31.36 feet, an arc length of 31.51 feet to a calculated point of tangency,
73. S 47°58'14" E, a distance of 6.63 feet to a calculated point of tangent curvature,



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74. along the arc of said curve to the left, having a radius of 975.00 feet, a central angle of 03°09'48", a chord bearing and distance of S 49°33'09" E, 53.82 feet, an arc length of 53.83 feet to a calculated point of tangency,
75. S 51°08'03" E, a distance of 18.60 feet to a calculated point of tangent curvature,
76. along the arc of said curve to the left, having a radius of 85.00 feet, a central angle of 24°18'34", a chord bearing and distance of S 63°17'20" E, 35.79 feet, an arc length of 36.06 feet to a calculated point of tangency,
77. S 75°26'37" E, a distance of 7.64 feet to a calculated point,
78. S 14°33'23" W, a distance of 25.00 feet to a calculated point for the southernmost corner hereof, from which a ½" iron rod found for the western ell corner of said 82.835 acre tract, same being the easternmost corner of said 160.033 acre tract bears S 44°07'53" E, 1282.85 feet,
79. N 75°26'37" W, a distance of 7.64 feet to a calculated point of tangent curvature,
80. along the arc of said curve to the right, having a radius of 110.00 feet, a central angle of 24°18'34", a chord bearing and distance of N 63°17'20" W, 46.32 feet, an arc length of 46.67 feet to a calculated point of tangency,
81. N 51°08'03" W, a distance of 18.60 feet to a calculated point of tangent curvature,
82. along the arc of said curve to the right, having a radius of 1000.00 feet, a central angle of 03°09'48", a chord bearing and distance of N 49°33'09" W, 55.20 feet, an arc length of 55.21 feet to a calculated point of tangency,
83. N 47°58'14" W, a distance of 6.63 feet to a calculated point of tangent curvature,
84. along the arc of said curve to the left, having a radius of 70.00 feet, a central angle of 19°00'10", a chord bearing and distance of N 57°28'20" W, 23.11 feet, an arc length of 23.22 feet to a calculated point of tangency,
85. N 66°58'25" W, a distance of 28.29 feet to a calculated point of tangent curvature,
86. along the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 37°20'07", a chord bearing and distance of N 48°18'21" W, 64.02 feet, an arc length of 65.16 feet to a calculated point of tangency,



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87. N 29°38'18" W, a distance of 128.53 feet to a calculated point,
88. along the arc of said curve to the left, having a radius of 140.00 feet, a central angle of 13°58'57", a chord bearing and distance of N 36°37'46" W, 34.08 feet, an arc length of 34.17 feet to a calculated point of tangency,
89. N 43°21'55" W, a distance of 117.35 feet to a calculated point,
90. along the arc of said curve to the left, having a radius of 145.00 feet, a central angle of 11°25'51", a chord bearing and distance of N 49°04'50" W, 28.88 feet, an arc length of 28.93 feet to a calculated point of tangency,
91. N 54°47'46" W, a distance of 15.03 feet to a calculated point of tangent curvature,
92. along the arc of said curve to the right, having a radius of 75.00 feet, a central angle of 24°06'20", a chord bearing and distance of N 42°44'35" W, 31.32 feet, an arc length of 31.55 feet to a calculated point of tangency,
93. N 30°41'25" W, a distance of 16.14 feet to a calculated point,
94. N 64°06'50" W, a distance of 177.45 feet to a calculated point,
95. N 86°27'17" W, a distance of 112.25 feet to a calculated point of tangent curvature,
96. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 45°21'08", a chord bearing and distance of N 63°46'43" W, 38.55 feet, an arc length of 39.58 feet to a calculated point of tangency,
97. N 41°06'09" W, a distance of 83.24 feet to a calculated point of tangent curvature,
98. along the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 38°25'45", a chord bearing and distance of N 21°53'17" W, 65.82 feet, an arc length of 67.07 feet to a calculated point of tangency,
99. N 02°40'24" W, a distance of 45.26 feet to a calculated point,
100. N 45°09'48" W, a distance of 333.69 feet to a calculated point of tangent curvature,
101. along the arc of said curve to the left, having a radius of 50.00 feet, a central angle of 66°23'14", a chord bearing and distance of N 78°21'25" W, 54.75 feet, an arc length of 57.93 feet to a calculated point of reverse curvature,





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102. along the arc of said curve to the right, having a radius of 525.00 feet, a central angle of 26°10'02", a chord bearing and distance of S 81°31'59" W, 237.69 feet, an arc length of 239.77 feet to a calculated point of reverse curvature,
103. along the arc of said curve to the right, having a radius of 55.00 feet, a central angle of 94°43'22", a chord bearing and distance of N 38°01'19" W, 80.92 feet, an arc length of 90.93 feet to a calculated point of tangency,
104. N 09°20'22" E, a distance of 32.70 feet to a calculated point of tangent curvature,
105. along the arc of said curve to the left, having a radius of 50.00 feet, a central angle of 63°38'45", a chord bearing and distance of N 22°29'01" W, 52.73 feet, an arc length of 55.54 feet to a calculated point of reverse curvature,
106. along the arc of said curve to the right, having a radius of 118.63 feet, a central angle of 69°35'12", a chord bearing and distance of N 26°29'31" W, 135.39 feet, an arc length of 144.08 feet to a calculated point of tangency,
107. N 08°42'22" E, a distance of 102.73 feet to a calculated point of tangent curvature,
108. along the arc of said curve to the right, having a radius of 47.76 feet, a central angle of 73°05'56", a chord bearing and distance of N 45°15'20" E, 56.89 feet, an arc length of 60.94 feet to a calculated point of tangency,
109. N 81°48'18" E, a distance of 50.65 feet to a calculated point of tangent curvature,
110. along the arc of said curve to the left, having a radius of 30.57 feet, a central angle of 69°43'18", a chord bearing and distance of N 46°56'39" E, 34.94 feet, an arc length of 37.20 feet to a calculated point of tangency,
111. N 12°05'00" E, a distance of 62.96 feet to a calculated point of tangent curvature,
112. along the arc of said curve to the right, having a radius of 95.93 feet, a central angle of 70°20'53", a chord bearing and distance of N 47°15'27" E, 110.53 feet, an arc length of 117.79 feet to a calculated point of compound curvature,
113. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 49°37'46", a chord bearing and distance of N 45°20'28" E, 125.91 feet, an arc length of 129.93 feet to a calculated point of tangency,



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114. N 09°55'33" E, a distance of 73.20 feet to a calculated point,
115. N 15°04'53" W, a distance of 508.92 feet to a calculated point,
116. N 36°47'38" W, a distance of 76.91 feet to a calculated point,
117. N 10°46'23" W, a distance of 308.59 feet to a calculated point,
118. N 34°13'18" W, a distance of 430.92 feet to a calculated point,
119. N 29°25'53" W, a distance of 163.89 feet to a calculated point of tangent curvature,
120. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 61°11'55", a chord bearing and distance of N 01°10'05" E, 152.71 feet, an arc length of 160.22 feet to a calculated point of compound curvature,
121. along the arc of said curve to the right, having a radius of 42.23 feet, a central angle of 21°14'13", a chord bearing and distance of N 05°15'01" E, 15.56 feet, an arc length of 15.65 feet to a calculated point of compound curvature,
122. along the arc of said curve to the right, having a radius of 114.66 feet, a central angle of 28°45'58", a chord bearing and distance of N 28°49'03" E, 56.96 feet, an arc length of 57.56 feet to a calculated point of tangency,
123. N 37°47'28" E, a distance of 31.59 feet to a calculated point of tangent curvature,
124. along the arc of said curve to the left, having a radius of 22.66 feet, a central angle of 72°35'01", a chord bearing and distance of N 01°29'58" E, 26.82 feet, an arc length of 28.70 feet to a calculated point of tangency,
125. N 36°29'20" W, a distance of 104.66 feet to a calculated point,
126. N 67°25'32" W, a distance of 254.96 feet to a calculated point,
127. N 50°31'48" W, a distance of 299.93 feet to a calculated point of tangent curvature,
128. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 130°14'49", a chord bearing and distance of N 14°35'37" E, 272.16 feet, an arc length of 340.99 feet to a calculated point of reverse curvature,



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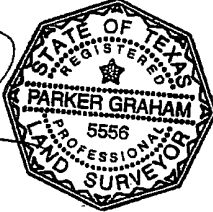
129. along the arc of said curve to the left, having a radius of 136.30 feet, a central angle of 35°29'16", a chord bearing and distance of N 29°21'11" E, 83.08 feet, an arc length of 84.42 feet to a calculated point of tangency,
130. N 11°36'33" E, a distance of 461.51 feet to a calculated point of non-tangent curvature,
131. along the arc of said curve to the right, having a radius of 88.52 feet, a central angle of 80°30'52", a chord bearing and distance of N 29°28'05" E, 114.41 feet, an arc length of 124.39 feet to a calculated point of tangency,
132. N 69°43'31" E, a distance of 335.57 feet to a calculated point,
133. N 51°43'54" E, a distance of 147.42 feet to a calculated point,
134. N 77°48'00" E, a distance of 363.40 feet to a calculated point,
135. N 81°31'22" E, a distance of 163.46 feet to a calculated point,
136. N 77°17'12" E, a distance of 446.48 feet to a calculated point of tangent curvature,
137. along the arc of said curve to the right, having a radius of 250.00 feet, a central angle of 88°44'44", a chord bearing and distance of S 58°20'26" E, 349.66 feet, an arc length of 387.23 feet to a calculated point of tangency,
138. S 13°58'04" E, a distance of 20.45 feet to a calculated point,
139. N 65°41'10" E, a distance of 33.38 feet to a calculated point of non-tangent curvature,
140. along the arc of said curve to the left, having a radius of 499.77 feet, a central angle of 12°16'31", a chord bearing and distance of N 51°45'54" E, 106.87 feet, an arc length of 107.07 feet to a calculated point of reverse curvature,
141. along the arc of said curve to the right, having a radius of 154.80 feet, a central angle of 36°39'19", a chord bearing and distance of N 63°57'18" E, 97.35 feet, an arc length of 99.03 feet to a calculated point of tangency,
142. N 82°16'58" E, a distance of 11.59 feet to a calculated point,
143. N 29°06'44" W, a distance of 361.48 feet to a calculated point of tangent curvature,



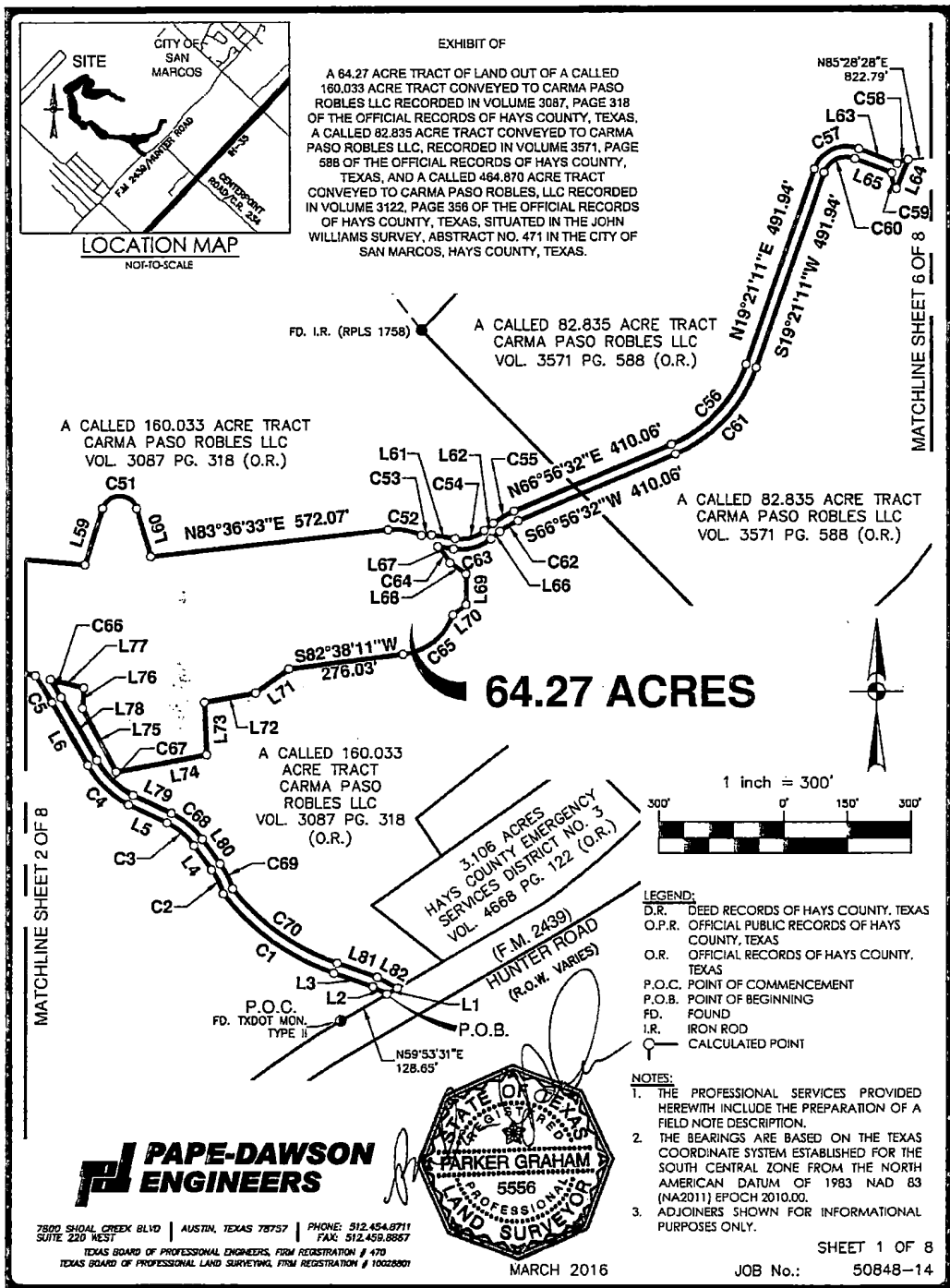
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- 144. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 150°47'34", a chord bearing and distance of N 46°17'03" E, 96.77 feet, an arc length of 131.59 feet to a calculated point of tangency,
- 145. S 58°21'51" E, a distance of 467.60 feet to a calculated point,
- 146. S 45°52'43" E, a distance of 856.01 feet to a the POINT OF BEGINNING and containing 57.41 acres in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-14.

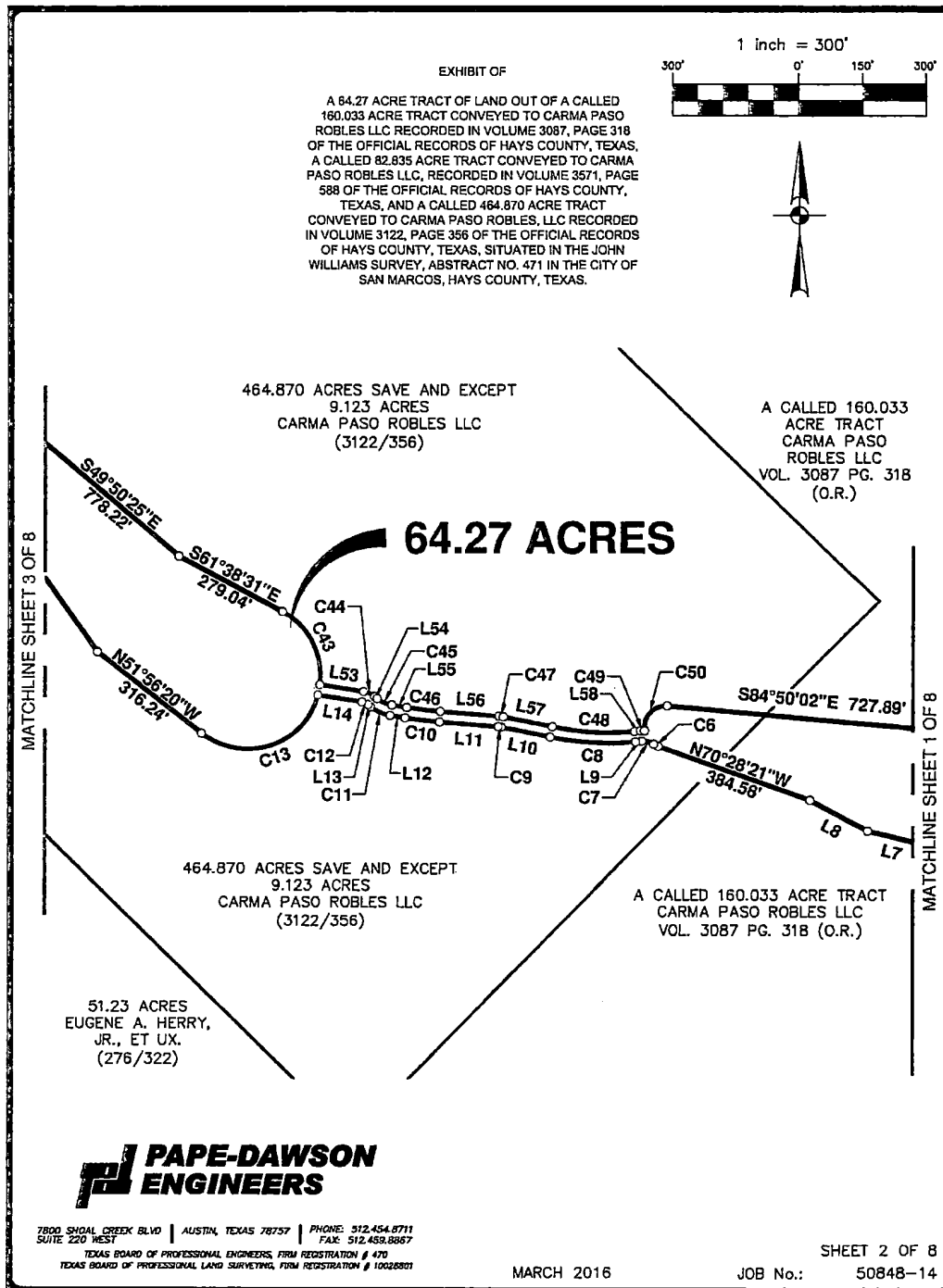
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: March 9, 2016  
JOB No.: 50848-14  
DOC.ID.: H:\survey\CIVIL\50848-14\Exhibits\Construction Exhibits\WORD\57.41Ac.docx  
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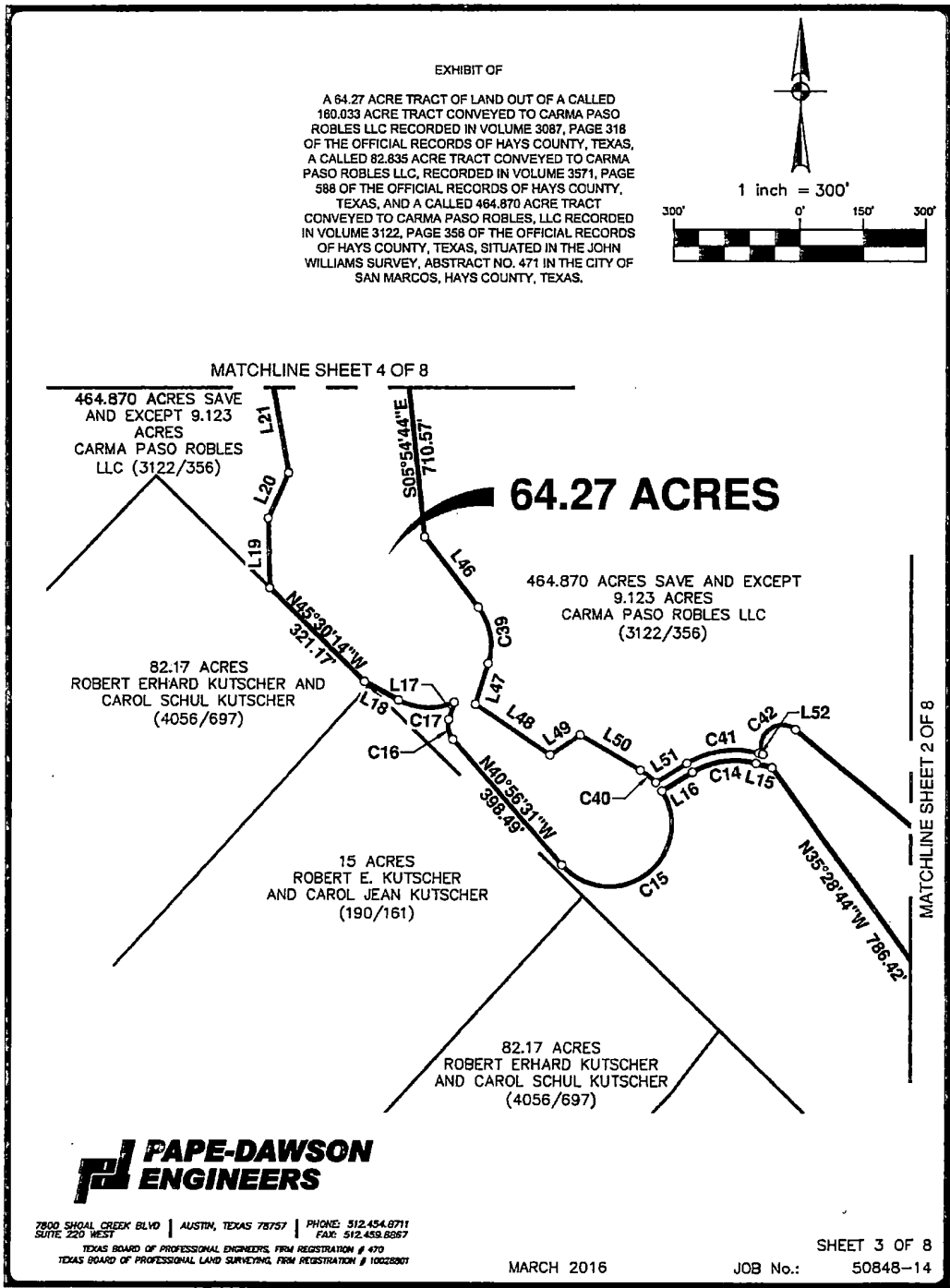




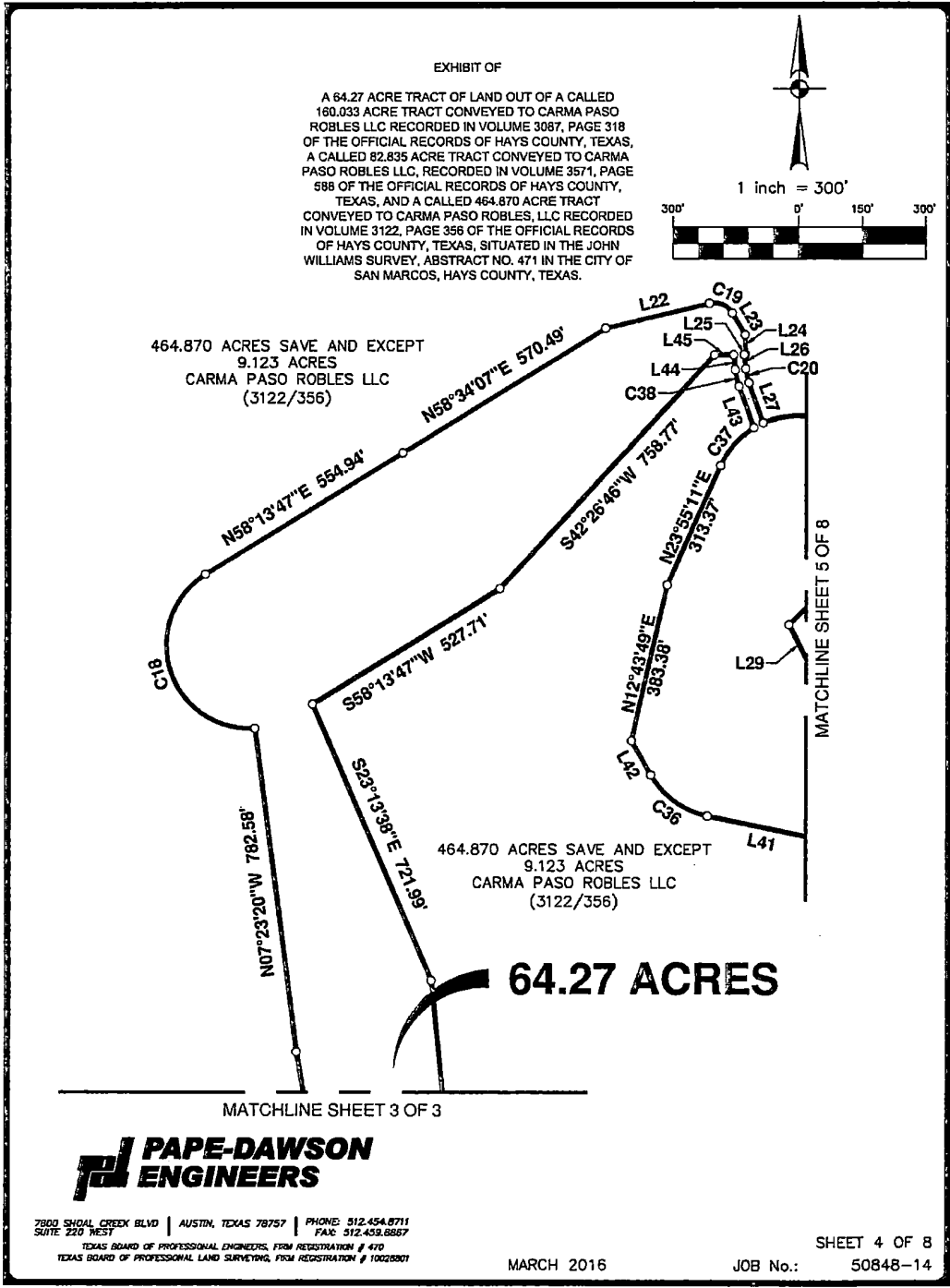
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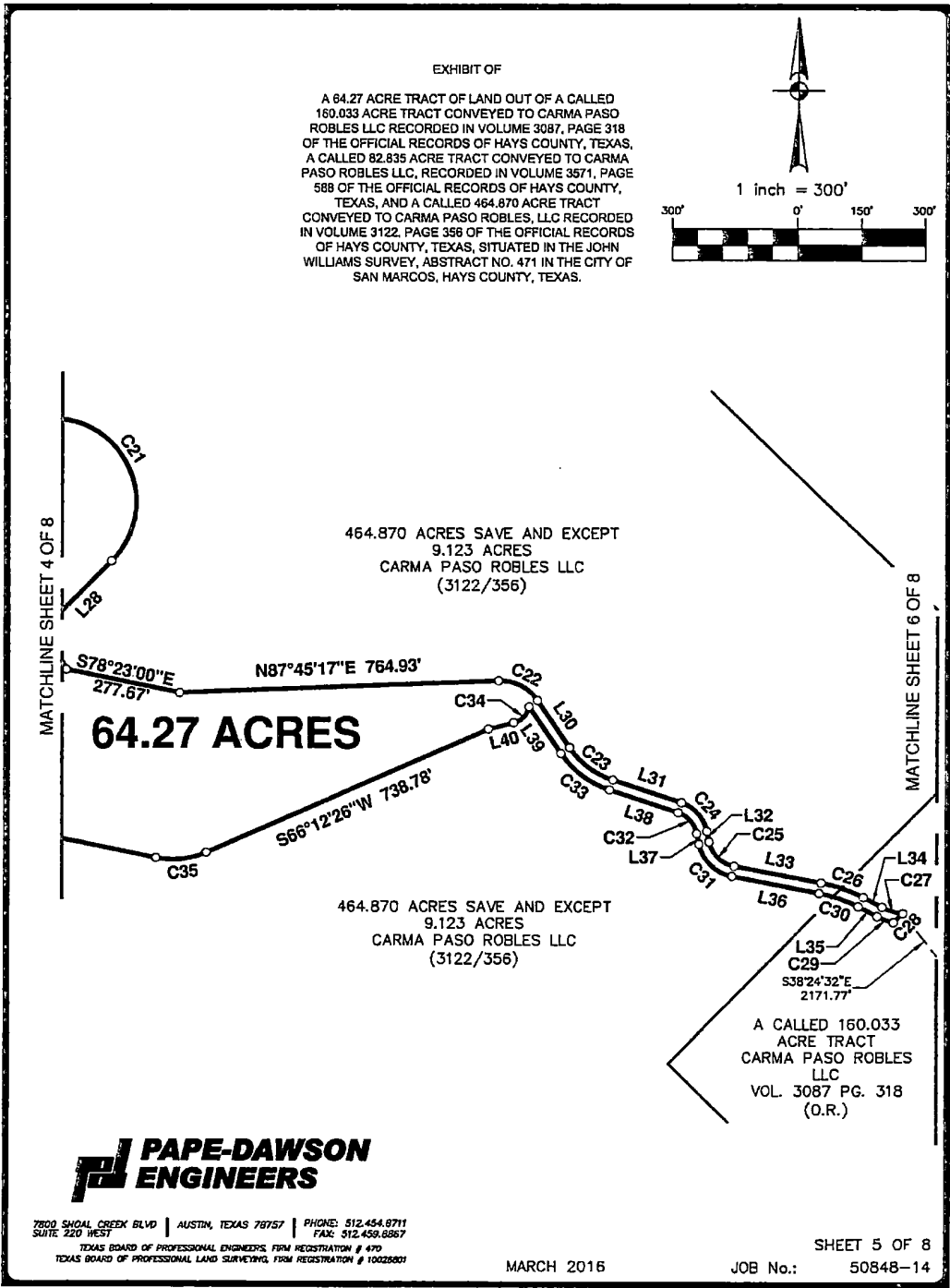
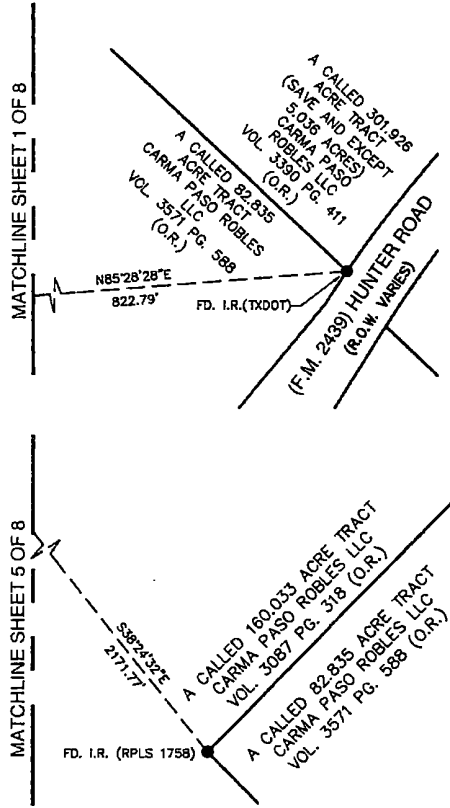


EXHIBIT OF  
 A 64.27 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S59°53'31\"W	29.27'
L2	N61°26'26\"W	37.47'
L3	N70°48'39\"W	99.15'
L4	N35°53'34\"W	72.12'
L5	N64°38'46\"W	102.08'
L6	N29°53'38\"W	174.38'
L7	N75°53'24\"W	133.18'
L8	N61°19'23\"W	153.78'
L9	S84°38'11\"W	14.59'
L10	N78°28'54\"W	118.55'
L11	N85°37'38\"W	141.90'
L12	N80°52'56\"W	35.83'
L13	N51°17'59\"W	7.81'
L14	N80°59'44\"W	106.55'
L15	N74°35'31\"W	39.35'
L16	S58°13'16\"W	85.78'
L17	N17°15'15\"E	43.20'
L18	N61°22'39\"W	92.78'
L19	N01°20'41\"W	167.50'
L20	N24°13'26\"E	119.33'
L21	N10°10'03\"W	388.43'
L22	N76°29'49\"E	254.41'
L23	S30°39'59\"E	59.96'
L24	S01°22'05\"E	47.49'
L25	S89°32'26\"W	3.49'
L26	S05°59'51\"E	33.93'
L27	S20°02'59\"E	101.71'
L28	S45°06'46\"W	225.05'
L29	S26°34'08\"E	113.69'
L30	S34°07'16\"E	136.74'
L31	S71°49'25\"E	173.08'
L32	S11°56'23\"E	25.70'
L33	S79°18'56\"E	212.13'
L34	S61°40'40\"E	50.04'
L35	N61°40'40\"W	50.04'
L36	N79°18'56\"W	212.13'
L37	N11°56'23\"W	25.70'
L38	N71°49'25\"W	173.08'
L39	N34°07'16\"W	135.50'
L40	S75°53'34\"W	61.92'
L41	N78°23'00\"W	471.35'

LINE TABLE		
LINE	BEARING	LENGTH
L42	N29°17'28\"W	94.64'
L43	N20°02'59\"W	104.90'
L44	N05°59'51\"W	36.36'
L45	S89°32'26\"W	46.18'
L46	S37°25'05\"E	212.10'
L47	S17°15'15\"W	102.24'
L48	S55°42'08\"E	215.92'
L49	N56°15'54\"E	87.34'
L50	S59°48'22\"E	167.80'
L51	N58°13'16\"E	88.04'
L52	S74°35'31\"E	10.05'
L53	S80°59'44\"E	105.71'
L54	S51°17'59\"E	7.81'
L55	S80°52'56\"E	35.83'
L56	S85°37'38\"E	141.90'
L57	S78°28'54\"E	118.55'
L58	N84°38'11\"E	14.59'
L59	N17°22'24\"E	141.47'
L60	S16°26'41\"E	119.88'
L61	S81°24'10\"E	57.83'
L62	N50°58'14\"E	27.65'
L63	S68°39'05\"E	97.10'
L64	S22°16'49\"W	74.06'
L65	N68°39'05\"W	93.61'
L66	S50°58'14\"W	27.65'
L67	N81°24'10\"W	38.97'
L68	S55°44'54\"E	46.98'
L69	S00°02'30\"W	72.81'
L70	S51°37'32\"W	40.09'
L71	S53°56'06\"W	98.02'
L72	S79°20'39\"W	124.68'
L73	S02°24'35\"E	126.31'
L74	S79°20'39\"W	220.86'
L75	N27°55'57\"W	173.29'
L76	N03°35'44\"E	49.44'
L77	N75°53'24\"W	83.09'
L78	S29°53'38\"E	174.43'
L79	S64°38'46\"E	101.58'
L80	S35°53'34\"E	71.73'
L81	S70°48'39\"E	101.31'
L82	S61°26'26\"E	54.74'



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 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470  
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028801

MARCH 2016

SHEET 6 OF 8

JOB No.: 50848-14

EXHIBIT OF

A 64.27 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 484.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	556.88'	34°04'58"	N54°16'57"W	326.40'	331.27'
C2	161.01'	22°35'45"	N26°26'08"W	63.09'	63.50'
C3	172.00'	28°45'12"	N50°16'10"W	85.41'	86.32'
C4	234.93'	33°36'24"	N45°38'28"W	135.83'	137.80'
C5	779.54'	5°33'37"	N31°48'02"W	75.62'	75.65'
C6	50.00'	13°22'17"	N63°47'12"W	11.64'	11.67'
C7	45.00'	38°15'45"	N76°13'56"W	29.50'	30.05'
C8	700.00'	16°52'55"	N86°55'21"W	205.51'	206.25'
C9	57.00'	7°08'44"	N82°03'16"W	7.10'	7.11'
C10	1000.00'	4°44'42"	N83°15'17"W	82.79'	82.82'
C11	100.00'	29°34'57"	N66°05'27"W	51.06'	51.63'
C12	32.00'	29°41'45"	N66°08'52"W	16.40'	16.59'
C13	175.00'	113°01'48"	S71°32'46"W	291.91'	345.23'
C14	190.00'	47°11'13"	S81°48'52"W	152.09'	156.48'
C15	150.00'	171°11'48"	S53°27'35"W	299.12'	448.19'
C16	50.00'	58°11'47"	N11°50'38"W	48.63'	50.79'
C17	150.00'	52°43'48"	N87°44'33"W	133.23'	138.05'
C18	200.00'	152°02'17"	N17°47'22"W	388.15'	530.71'
C19	50.00'	72°50'12"	S67°05'05"E	59.37'	63.56'
C20	140.00'	14°03'08"	S13°01'25"E	34.25'	34.34'
C21	200.00'	158°49'15"	S34°17'52"E	393.19'	554.39'
C22	107.00'	58°07'27"	S63°10'59"E	103.95'	108.55'
C23	200.00'	37°42'10"	S52°58'20"E	129.25'	131.61'
C24	93.00'	59°53'03"	S41°52'54"E	92.84'	97.20'
C25	75.00'	67°22'34"	S45°37'39"E	83.20'	88.20'
C26	340.00'	17°38'16"	S70°29'48"E	104.25'	104.66'
C27	132.00'	21°56'31"	S72°38'56"E	50.24'	50.55'
C28	150.00'	11°38'34"	S44°44'19"W	30.43'	30.48'
C29	157.00'	15°02'02"	N69°11'41"W	41.08'	41.20'
C30	315.00'	17°38'16"	N70°29'48"W	96.59'	96.97'
C31	100.00'	67°22'34"	N45°37'39"W	110.93'	117.59'
C32	68.00'	59°53'03"	N41°52'54"W	67.88'	71.07'
C33	225.00'	37°42'10"	N52°58'20"W	145.40'	148.06'
C34	50.00'	64°34'40"	S43°36'14"W	53.42'	56.35'
C35	200.00'	35°24'34"	S83°54'43"W	121.64'	123.60'

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SHEET 7 OF 8

MARCH 2016

JOB No.: 50848-14

EXHIBIT OF

A 64.27 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 62.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C36	200.00'	49°05'32"	N53°50'14"W	166.17'	171.36'
C37	200.00'	35°08'50"	N41°29'36"E	120.77'	122.69'
C38	165.00'	14°03'08"	N13°01'25"W	40.37'	40.47'
C39	150.00'	54°40'20"	S10°04'55"E	137.76'	143.13'
C40	150.00'	18°04'06"	S50°46'20"E	47.11'	47.30'
C41	215.00'	47°11'13"	N81°48'52"E	172.11'	177.07'
C42	50.00'	154°40'29"	N52°49'20"E	97.57'	134.98'
C43	175.00'	68°28'34"	S27°24'14"E	196.92'	209.15'
C44	57.00'	29°41'45"	S66°08'52"E	29.21'	29.54'
C45	75.00'	29°34'57"	S66°05'27"E	38.29'	38.72'
C46	975.00'	4°44'42"	S83°15'17"E	80.72'	80.75'
C47	82.00'	7°08'44"	S82°03'16"E	10.22'	10.23'
C48	675.00'	16°52'55"	S86°55'21"E	198.17'	198.88'
C49	70.00'	7°28'10"	N88°22'16"E	9.12'	9.13'
C50	50.00'	108°29'01"	N41°55'28"E	80.12'	92.92'
C51	42.70'	146°10'55"	S89°32'08"E	81.71'	108.94'
C52	150.00'	31°22'39"	S80°42'07"E	81.12'	82.15'
C53	68.00'	20°49'17"	N88°11'11"E	24.58'	24.71'
C54	90.00'	47°37'36"	N74°47'02"E	72.68'	74.81'
C55	205.00'	15°58'18"	N58°57'23"E	56.96'	57.15'
C56	325.00'	47°35'21"	N43°08'51"E	262.25'	269.94'
C57	80.00'	91°59'44"	N65°21'03"E	115.09'	128.45'
C58	51.68'	31°45'37"	N70°23'17"E	28.28'	28.65'
C59	56.91'	39°38'35"	N16°25'34"W	38.60'	39.38'
C60	55.00'	91°59'44"	S65°21'03"W	79.12'	88.31'
C61	350.00'	47°35'21"	S43°08'51"W	282.42'	290.71'
C62	180.00'	15°58'18"	S58°57'23"W	50.01'	50.18'
C63	115.00'	47°37'36"	S74°47'02"W	92.86'	95.59'
C64	150.00'	18°50'27"	S37°17'55"E	49.10'	49.32'
C65	150.00'	61°32'16"	S51°52'03"W	153.47'	161.11'
C66	804.54'	3°33'34"	S30°48'50"E	49.97'	49.98'
C67	209.93'	33°32'26"	S45°32'49"E	121.14'	122.89'
C68	197.00'	28°45'12"	S50°16'10"E	97.83'	98.86'
C69	186.01'	20°53'36"	S27°09'31"E	67.45'	67.83'
C70	531.88'	33°35'39"	S54°32'19"E	307.41'	311.86'

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SHEET 8 OF 8  
 JOB No.: 50848-14

MARCH 2016



FIELD NOTES  
FOR

A 64.27 ACRE TRACT OF LAND OUT OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, A CALLED 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOLUME 3571, PAGE 588 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND A CALLED 464.870 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471 IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS. SAID 64.27 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

**COMMENCING** at a Type II TXDOT monument found in the southeast line of said 160.033 acre tract, same being a point in the northwest right-of-way line of Hunter Road, a variable width right of way;

**THENCE N 59°53'31" E**, with the southeast line of said 160.033 acre tract, same being the northwest line of Hunter Road, a distance of **128.65 feet** to a calculated point in the southeast line of said 160.033 acre tract, same being the northwest line of Hunter Road for the southernmost corner and **POINT OF BEGINNING**;

**THENCE** departing the northwest right of way line of said Hunter Road, through the interiors of said 160.033 acre tract and said 464.870 acre tract the following thirty-eight (38) courses and distances;

1. **N 61°26'26" W**, a distance of **37.47 feet** to a calculated point,
2. **N 70°48'39" W**, a distance of **99.15 feet** to a calculated point of non-tangent curvature,
3. along the arc of said curve to the right, having a **radius of 556.88 feet**, a **central angle of 34°04'58"**, a **chord bearing and distance of N 54°16'57" W, 326.40 feet**, an **arc length of 331.27 feet** to a calculated point of reverse curvature,
4. along the arc of said curve to the left, said curve having a **radius of 161.01 feet**, a **central angle of 22°35'45"**, a **chord bearing and distance of N 26°26'08" W, 63.09 feet**, an **arc length of 63.50 feet** to a calculated point of tangency,

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5. N 35°53'34" W, a distance of 72.12 feet to a calculated point of tangent curvature,
6. along the arc of said curve to the left, having a radius of 172.00 feet, a central angle of 28°45'12", a chord bearing and distance of N 50°16'10" W, 85.41 feet, an arc length of 86.32 feet to a calculated point of tangency,
7. N 64°38'46" W, a distance of 102.08 feet to a calculated point of non-tangent curvature,
8. along the arc of said curve to the right, having a radius of 234.93 feet, a central angle of 33°36'24", a chord bearing and distance of N 45°38'28" W, 135.83 feet, an arc length of 137.80 feet to a calculated point of tangency,
9. N 29°53'38" W, a distance of 174.38 feet to a calculated point of non-tangent curvature,
10. along the arc of said curve to the left, having a radius of 779.54 feet, a central angle of 05°33'37", a chord bearing and distance of N 31°48'02" W, 75.62 feet, an arc length of 75.65 feet to a calculated point of tangency,
11. N 75°53'24" W, a distance of 133.18 feet to a calculated point,
12. N 61°19'23" W, a distance of 153.78 feet to a calculated point,
13. N 70°28'21" W, a distance of 384.58 feet to a calculated point of tangent curvature,
14. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 13°22'17", a chord bearing and distance of N 63°47'12" W, 11.64 feet, an arc length of 11.67 feet to a calculated point of reverse curvature,
15. along the arc of said curve to the left, having a radius of 45.00 feet, a central angle of 38°15'45", a chord bearing and distance of N 76°13'56" W, 29.50 feet, an arc length of 30.05 feet to a calculated point of tangency,
16. S 84°38'11" W, a distance of 14.59 feet to a calculated point of tangent curvature,
17. along the arc of said curve to the right, having a radius of 700.00 feet, a central angle of 16°52'55", a chord bearing and distance of N 86°55'21" W, 205.51 feet, an arc length of 206.25 feet to a calculated point of tangency,
18. N 78°28'54" W, a distance of 118.55 feet to a calculated point of tangent curvature,



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19. along the arc of said curve to the left, having a **radius of 57.00 feet**, a **central angle of 07°08'44"**, a **chord bearing and distance of N 82°03'16" W**, **7.10 feet**, an **arc length of 7.11 feet** to a calculated point of tangency,
20. **N 85°37'38" W**, a distance of **141.90 feet** to a calculated point of non-tangent curvature,
21. along the arc of said curve to the right, said curve having a **radius of 1000.00 feet**, a **central angle of 04°44'42"**, a **chord bearing and distance of N 83°15'17" W**, **82.79 feet**, an **arc length of 82.82 feet** to a calculated point of tangency,
22. **N 80°52'56" W**, a distance of **35.83 feet** to a calculated point of tangent curvature,
23. along the arc of said curve to the right, said curve having a **radius of 100.00 feet**, a **central angle of 29°34'57"**, a **chord bearing and distance of N 66°05'27" W**, **51.06 feet**, an **arc length of 51.63 feet** to a calculated point of tangency,
24. **N 51°17'59" W**, a distance of **7.81 feet** to a calculated point of tangent curvature,
25. along the arc of said curve to the left, said curve having a **radius of 32.00 feet**, a **central angle of 29°41'45"**, a **chord bearing and distance of N 66°08'52" W**, **16.40 feet**, an **arc length of 16.59 feet** to a calculated point of tangency,
26. **N 80°59'44" W**, a distance of **106.55 feet** to a calculated point of non-tangent curvature,
27. along the arc of said curve to the right, said curve having a **radius of 175.00 feet**, a **central angle of 113°01'48"**, a **chord bearing and distance of S 71°32'46" W**, **291.91 feet**, an **arc length of 345.23 feet** to a calculated point of tangency,
28. **N 51°56'20" W**, a distance of **316.24 feet** to a calculated point,
29. **N 35°28'44" W**, a distance of **786.42 feet** to a calculated point,
30. **N 74°35'31" W**, a distance of **39.35 feet** to a calculated point of tangent curvature,
31. along the arc of said curve to the left, said curve having a **radius of 190.00 feet**, a **central angle of 47°11'13"**, a **chord bearing and distance of S 81°48'52" W**, **152.09 feet**, an **arc length of 156.48 feet** to a calculated point of tangency,
32. **S 58°13'16" W**, a distance of **85.78 feet** to a calculated point of non-tangent curvature,



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33. along the arc of said curve to the right, said curve having a radius of 150.00 feet, a central angle of 171°11'48", a chord bearing and distance of S 53°27'35" W, 299.12 feet, an arc length of 448.19 feet to a calculated point of tangency,
34. N 40°56'31" W, a distance of 398.49 feet to a calculated point of tangent curvature,
35. along the arc of said curve to the right, said curve having a radius of 50.00 feet, a central angle of 58°11'47", a chord bearing and distance of N 11°50'38" W, 48.63 feet, an arc length of 50.79 feet to a calculated point of tangency,
36. N 17°15'15" E, a distance of 43.20 feet to a calculated point of non-tangent curvature,
37. along the arc of said curve to the right, said curve having a radius of 150.00 feet, a central angle of 52°43'48", a chord bearing and distance of N 87°44'33" W, 133.23 feet, an arc length of 138.05 feet to a calculated point of tangency,
38. N 61°22'39" W, a distance of 92.78 feet to a calculated point in the northwest line of a called 82.17 acre tract in deed to Robert Erhard Kutscher and Carol Schul Kutscher, recorded in Volume 4056, Page 697 of the Official Records of Hays County, Texas, same being a southwest line of said 464.870 acre tract,

**THENCE** N 45°30'14" W, with the northeast line of said 82.17 acre tract, same being the southwest line of said 464.870 acre tract, a distance of 321.17 feet to a calculated point,

**THENCE** departing the northwest line of said 82.17 acre tract, through the interiors of said 464.870 acre tract, said 160.033 acre tract and said 82.835 acre tract the following one hundred and thirty nine (139) courses and distances;

1. N 01°20'41" W, a distance of 167.50 feet to a calculated point,
2. N 24°13'26" E, a distance of 119.33 feet to a calculated point,
3. N 10°10'03" W, a distance of 388.43 feet to a calculated point,
4. N 07°23'20" W, a distance of 782.58 feet to a calculated point of non-tangent curvature,
5. along the arc of said curve to the right, having a radius of 200.00 feet, a central angle of 152°02'17", a chord bearing and distance of N 17°47'22" W, 388.15 feet, an arc length of 530.71 feet to a calculated point of tangency,





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6. N 58°13'47" E, a distance of 554.94 feet to a calculated point,
7. N 58°34'07" E, a distance of 570.49 feet to a calculated point,
8. N 76°29'49" E, a distance of 254.41 feet to a calculated point of tangent curvature,
9. along the arc of said curve to the right, said curve having a radius of 50.00 feet, a central angle of 72°50'12", a chord bearing and distance of S 67°05'05" E, 59.37 feet, an arc length of 63.56 feet to a calculated point of tangency,
10. S 30°39'59" E, a distance of 59.96 feet to a calculated point,
11. S 01°22'05" E, a distance of 47.49 feet to a calculated point,
12. S 89°32'26" W, a distance of 3.49 feet to a calculated point,
13. S 05°59'51" E, a distance of 33.93 feet to a calculated point of tangent curvature,
14. along the arc of said curve to the left, said curve having a radius of 140.00 feet, a central angle of 14°03'08", a chord bearing and distance of S 13°01'25" E, 34.25 feet, an arc length of 34.34 feet to a calculated point of tangency,
15. S 20°02'59" E, a distance of 101.71 feet to a calculated point of non-tangent curvature,
16. along the arc of said curve to the right, said curve having a radius of 200.00 feet, a central angle of 158°49'15", a chord bearing and distance of S 34°17'52" E, 393.19 feet, an arc length of 554.39 feet to a calculated point of tangency,
17. S 45°06'46" W, a distance of 225.05 feet to a calculated point,
18. S 26°34'08" E, a distance of 113.69 feet to a calculated point,
19. S 78°23'00" E, a distance of 277.67 feet to a calculated point,
20. N 87°45'17" E, a distance of 764.93 feet to a calculated point of tangent curvature,
21. along the arc of said curve to the right, said curve having a radius of 107.00 feet, a central angle of 58°07'27", a chord bearing and distance of S 63°10'59" E, 103.95 feet, an arc length of 108.55 feet to a calculated point of tangency,
22. S 34°07'16" E, a distance of 136.74 feet to a calculated point of tangent curvature,



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23. along the arc of said curve to the left, said curve having a **radius of 200.00 feet**, a **central angle of 37°42'10"**, a **chord bearing and distance of S 52°58'20" E, 129.25 feet**, an **arc length of 131.61 feet** to a calculated point of tangency,
24. **S 71°49'25" E**, a distance of **173.08 feet** to a calculated point of tangent curvature,
25. along the arc of said curve to the right, having a **radius of 93.00 feet**, a **central angle of 59°53'03"**, a **chord bearing and distance of S 41°52'54" E, 92.84 feet**, an **arc length of 97.20 feet** to a calculated point of tangency,
26. **S 11°56'23" E**, a distance of **25.70 feet** to a calculated point of tangent curvature,
27. along the arc of said curve to the left, said curve having a **radius of 75.00 feet**, a **central angle of 67°22'34"**, a **chord bearing and distance of S 45°37'39" E, 83.20 feet**, an **arc length of 88.20 feet** to a calculated point of tangency,
28. **S 79°18'56" E**, a distance of **212.13 feet** to a calculated point of tangent curvature,
29. along the arc of said curve to the right, said curve having a **radius of 340.00 feet**, a **central angle of 17°38'16"**, a **chord bearing and distance of S 70°29'48" E, 104.25 feet**, an **arc length of 104.66 feet** to a calculated point of tangency,
30. **S 61°40'40" E**, a distance of **50.04 feet** to a calculated point of tangent curvature,
31. along the arc of said curve to the left, said curve having a **radius of 132.00 feet**, a **central angle of 21°56'31"**, a **chord bearing and distance of S 72°38'56" E, 50.24 feet**, an **arc length of 50.55 feet** to a calculated point of compound curvature from which an iron rod with cap marked "RPLS 1758" found for the westernmost west corner of said 82.835 acre tract, same being a eastern ell corner of said 160.033 acre tract bears **S 38°24'32" E, 2171.77 feet** ,
32. along the arc of said curve to the left, said curve having a **radius of 150.00 feet**, a **central angle of 11°38'34"**, a **chord bearing and distance of S 44°44'19" W, 30.43 feet**, an **arc length of 30.48 feet** to a calculated point of reverse curvature,
33. along the arc of said curve to the right, said curve having a **radius of 157.00 feet**, a **central angle of 15°02'02"**, a **chord bearing and distance of N 69°11'41" W, 41.08 feet**, an **arc length of 41.20 feet** to a calculated point of tangency,
34. **N 61°40'40" W**, a distance of **50.04 feet** to a calculated point of tangent curvature,



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35. along the arc of said curve to the left, said curve having a radius of 315.00 feet, a central angle of 17°38'16", a chord bearing and distance of N 70°29'48" W, 96.59 feet, an arc length of 96.97 feet to a calculated point of tangency,
36. N 79°18'56" W, a distance of 212.13 feet to a calculated point of tangent curvature,
37. along the arc of said curve to the right, said curve having a radius of 100.00 feet, a central angle of 67°22'34", a chord bearing and distance of N 45°37'39" W, 110.93 feet, an arc length of 117.59 feet to a calculated point of tangency,
38. N 11°56'23" W, a distance of 25.70 feet to a calculated point of tangent curvature,
39. along the arc of said curve to the left, said curve having a radius of 68.00 feet, a central angle of 59°53'03", a chord bearing and distance of N 41°52'54" W, 67.88 feet, an arc length of 71.07 feet to a calculated point of tangency,
40. N 71°49'25" W, a distance of 173.08 feet to a calculated point of tangent curvature,
41. along the arc of said curve to the right, having a radius of 225.00 feet, a central angle of 37°42'10", a chord bearing and distance of N 52°58'20" W, 145.40 feet, an arc length of 148.06 feet to a calculated point of tangency,
42. N 34°07'16" W, a distance of 135.50 feet to a calculated point of tangent curvature,
43. along the arc of said curve to the right, said curve having a radius of 50.00 feet, a central angle of 64°34'40", a chord bearing and distance of S 43°36'14" W, 53.42 feet, an arc length of 56.35 feet to a calculated point of tangency,
44. S 75°53'34" W, a distance of 61.92 feet to a calculated point.
45. S 66°12'26" W, a distance of 738.78 feet to a calculated point of tangent curvature,
46. along the arc of said curve to the right, said curve having a radius of 200.00 feet, a central angle of 35°24'34", a chord bearing and distance of S 83°54'43" W, 121.64 feet, an arc length of 123.60 feet to a calculated point of tangency,
47. N 78°23'00" W, a distance of 471.35 feet to a calculated point of tangent curvature,



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48. along the arc of said curve to the right, said curve having a **radius of 200.00 feet**, a **central angle of 49°05'32"**, a **chord bearing and distance of N 53°50'14" W, 166.17 feet**, an **arc length of 171.36 feet** to a calculated point of tangency,
49. **N 29°17'28" W**, a distance of **94.64 feet** to a calculated point,
50. **N 12°43'49" E**, a distance of **383.38 feet** to a calculated point,
51. **N 23°55'11" E**, a distance of **313.37 feet** to a calculated point of tangent curvature,
52. along the arc of said curve to the right, said curve having a **radius of 200.00 feet**, a **central angle of 35°08'50"**, a **chord bearing and distance of N 41°29'36" E, 120.77 feet**, an **arc length of 122.69 feet** to a calculated point of tangency,
53. **N 20°02'59" W**, a distance of **104.90 feet** to a calculated point of tangent curvature,
54. along the arc of said to the right, having a **radius of 165.00 feet**, a **central angle of 14°03'08"**, a **chord bearing and distance of N 13°01'25" W, 40.37 feet**, an **arc length of 40.47 feet** to a calculated point of tangency,
55. **N 05°59'51" W**, a distance of **36.36 feet** to a calculated point,
56. **S 89°32'26" W**, a distance of **46.18 feet** to a calculated point,
57. **S 42°26'46" W**, a distance of **758.77 feet** to a calculated point,
58. **S 58°13'47" W**, a distance of **527.71 feet** to a calculated point,
59. **S 23°13'38" E**, a distance of **721.99 feet** to a calculated point,
60. **S 05°54'44" E**, a distance of **710.57 feet** to a calculated point,
61. **S 37°25'05" E**, a distance of **212.10 feet** to a calculated point of tangent curvature,
62. along the arc of said curve to the right, having a **radius of 150.00 feet**, a **central angle of 54°40'20"**, a **chord bearing and distance of S 10°04'55" E, 137.76 feet**, an **arc length of 143.13 feet** to a calculated point of tangency,
63. **S 17°15'15" W**, a distance of **102.24 feet** to a calculated point,
64. **S 55°42'08" E**, a distance of **215.92 feet** to a calculated point,



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65. N 56°15'54" E, a distance of 87.34 feet to a calculated point,
66. S 59°48'22" E, a distance of 167.80 feet to a calculated point of tangent curvature,
67. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 18°04'06", a chord bearing and distance of S 50°46'20" E, 47.11 feet, an arc length of 47.30 feet to a calculated point of tangency,
68. N 58°13'16" E, a distance of 88.04 feet to a calculated point of tangent curvature,
69. along the arc of said curve to the right, having a radius of 215.00 feet, a central angle of 47°11'13", a chord bearing and distance of N 81°48'52" E, 172.11 feet, an arc length of 177.07 feet to a calculated point of tangency,
70. S 74°35'31" E, a distance of 10.05 feet to a calculated point of non-tangent curvature,
71. along the arc of said curve to the right, having a radius of 50.00 feet, a central angle of 154°40'29", a chord bearing and distance of N 52°49'20" E, 97.57 feet, an arc length of 134.98 feet to a calculated point of tangency,
72. S 49°50'25" E, a distance of 778.22 feet to a calculated point,
73. S 61°38'31" E, a distance of 279.04 feet to a calculated point of tangent curvature,
74. along the arc of said curve to the right, having a radius of 175.00 feet, a central angle of 68°28'34", a chord bearing and distance of S 27°24'14" E, 196.92 feet, an arc length of 209.15 feet to a calculated point of tangency,
75. S 80°59'44" E, a distance of 105.71 feet to a calculated point of tangent curvature,
76. along the arc of said curve to the right, having a radius of 57.00 feet, a central angle of 29°41'45", a chord bearing and distance of S 66°08'52" E, 29.21 feet, an arc length of 29.54 feet to a calculated point of tangency,
77. S 51°17'59" E, a distance of 7.81 feet to a calculated point of tangent curvature,
78. along the arc of said curve to the left, having a radius of 75.00 feet, a central angle of 29°34'57", a chord bearing and distance of S 66°05'27" E, 38.29 feet, an arc length of 38.72 feet to a calculated point of tangency,



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79. **S 80°52'56" E**, a distance of **35.83 feet** to a calculated point of tangent curvature,
80. along the arc of said curve to the left, having a **radius of 975.00 feet**, a **central angle of 04°44'42"**, a **chord bearing and distance of S 83°15'17" E**, **80.72 feet**, an **arc length of 80.75 feet** to a calculated point of tangency,
81. **S 85°37'38" E**, a distance of **141.90 feet** to a calculated point of tangent curvature,
82. along the arc of said curve to the right, having a **radius of 82.00 feet**, a **central angle of 07°08'44"**, a **chord bearing and distance of S 82°03'16" E**, **10.22 feet**, an **arc length of 10.23 feet** to a calculated point of tangency,
83. **S 78°28'54" E**, a distance of **118.55 feet** to a calculated point of tangent curvature,
84. along the arc of said curve to the left, having a **radius of 675.00 feet**, a **central angle of 16°52'55"**, a **chord bearing and distance of S 86°55'21" E**, **198.17 feet**, an **arc length of 198.88 feet** to a calculated point of tangency,
85. **N 84°38'11" E**, a distance of **14.59 feet** to a calculated point of tangent curvature,
86. along the arc of said curve to the right, having a **radius of 70.00 feet**, a **central angle of 07°28'10"**, a **chord bearing and distance of N 88°22'16" E**, **9.12 feet**, an **arc length of 9.13 feet** to a calculated point of compound curvature,
87. along the arc of said curve to the right, having a **radius of 50.00 feet**, a **central angle of 106°29'01"**, a **chord bearing and distance of N 41°55'28" E**, **80.12 feet**, an **arc length of 92.92 feet** to a calculated point of tangency,
88. **S 84°50'02" E**, a distance of **727.89 feet** to a calculated point,
89. **N 17°22'24" E**, a distance of **141.47 feet** to a calculated point of tangent curvature,
90. along the arc of said curve to the right, said curve having a **radius of 42.70 feet**, a **central angle of 146°10'55"**, a **chord bearing and distance of S 89°32'08" E**, **81.71 feet**, an **arc length of 108.94 feet** to a calculated point of tangency,
91. **S 16°26'41" E**, a distance of **119.88 feet** to a calculated point,
92. **N 83°36'33" E**, a distance of **572.07 feet** to a calculated point of tangent curvature,



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93. along the arc of said curve to the right, said curve having a radius of 150.00 feet, a central angle of 31°22'39", a chord bearing and distance of S 80°42'07" E, 81.12 feet, an arc length of 82.15 feet to a calculated point of compound curvature,
94. along the arc of said curve to the right, said curve having a radius of 68.00 feet, a central angle of 20°49'17", a chord bearing and distance of N 88°11'11" E, 24.58 feet, an arc length of 24.71 feet to a calculated point of tangency,
95. S 81°24'10" E, a distance of 57.83 feet to a calculated point of tangent curvature,
96. along the arc of said curve to the left, said curve having a radius of 90.00 feet, a central angle of 47°37'36", a chord bearing and distance of N 74°47'02" E, 72.68 feet, an arc length of 74.81 feet to a calculated point of tangency,
97. N 50°58'14" E, a distance of 27.65 feet to a calculated point of tangent curvature,
98. along the arc of said curve to the right, said curve having a radius of 205.00 feet, a central angle of 15°58'18", a chord bearing and distance of N 58°57'23" E, 56.96 feet, an arc length of 57.15 feet to a calculated point of tangency,
99. N 66°56'32" E, a distance of 410.06 feet to a calculated point of tangent curvature,
100. along the arc of said curve to the left, having a radius of 325.00 feet, a central angle of 47°35'21", a chord bearing and distance of N 43°08'51" E, 262.25 feet, an arc length of 269.94 feet to a calculated point of tangency,
101. N 19°21'11" E, a distance of 491.94 feet to a calculated point of tangent curvature,
102. along the arc of said curve to the right, said curve having a radius of 80.00 feet, a central angle of 91°59'44", a chord bearing and distance of N 65°21'03" E, 115.09 feet, an arc length of 128.45 feet to a calculated point of tangency,
103. S 68°39'05" E, a distance of 97.10 feet to a calculated point of non-tangent curvature,
104. along the arc of said curve to the right, having a radius of 51.68 feet, a central angle of 31°45'37", a chord bearing and distance of N 70°23'17" E, 28.28 feet, an arc length of 28.65 feet to a calculated point of tangency, from which an iron rod with Aluminum cap marked "TXDOT" found for the easternmost corner of said 82.835 acre tract, same being the southernmost corner of a called 301.926 acre tract, in deed to Carma Paso Robles, LLC, recorded in Volume 3390, Page 411 of the Official Records of Hays County, Texas bears N 85°28'28" E, 822.79 feet,



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105. S 22°16'49" W, a distance of 74.06 feet to a calculated point of non-tangent curvature,
106. along the arc of said curve to the right, having a radius of 56.91 feet, a central angle of 39°38'35", a chord bearing and distance of N 16°25'34" W, 38.60 feet, an arc length of 39.38 feet to a calculated point of tangency,
107. N 68°39'05" W, a distance of 93.61 feet to a calculated point of tangent curvature,
108. along the arc of said curve to the left, having a radius of 55.00 feet, a central angle of 91°59'44", a chord bearing and distance of S 65°21'03" W, 79.12 feet, an arc length of 88.31 feet to a calculated point of tangency,
109. S 19°21'11" W, a distance of 491.94 feet to a calculated point of tangent curvature,
110. along the arc of said curve to the right, having a radius of 350.00 feet, a central angle of 47°35'21", a chord bearing and distance of S 43°08'51" W, 282.42 feet, an arc length of 290.71 feet to a calculated point of tangency,
111. S 66°56'32" W, a distance of 410.06 feet to a calculated point of tangent curvature,
112. along the arc of said curve to the left, said curve having a radius of 180.00 feet, a central angle of 15°58'18", a chord bearing and distance of S 58°57'23" W, 50.01 feet, an arc length of 50.18 feet to a calculated point of tangency,
113. S 50°58'14" W, a distance of 27.65 feet to a calculated point of tangent curvature,
114. along the arc of said curve to the right, said curve having a radius of 115.00 feet, a central angle of 47°37'36", a chord bearing and distance of S 74°47'02" W, 92.86 feet, an arc length of 95.59 feet to a calculated point of tangency,
115. N 81°24'10" W, a distance of 38.97 feet to a calculated point of non-tangent curvature,
116. along the arc of said curve to the right, said curve having a radius of 150.00 feet, a central angle of 18°50'27", a chord bearing and distance of S 37°17'55" E, 49.10 feet, an arc length of 49.32 feet to a calculated point of tangency,
117. S 55°44'54" E, a distance of 46.98 feet to a calculated point,
118. S 00°02'30" W, a distance of 72.81 feet to a calculated point,





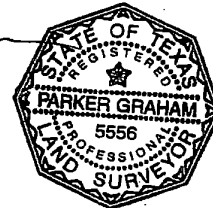
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119. S 51°37'32" W, a distance of 40.09 feet to a calculated point of non-tangent curvature,
120. along the arc of said curve to the right, having a radius of 150.00 feet, a central angle of 61°32'16", a chord bearing and distance of S 51°52'03" W, 153.47 feet, an arc length of 161.11 feet to a calculated point of tangency,
121. S 82°38'11" W, a distance of 276.03 feet to a calculated point,
122. S 53°56'06" W, a distance of 98.02 feet to a calculated point,
123. S 79°20'39" W, a distance of 124.68 feet to a calculated point,
124. S 02°24'35" E, a distance of 126.31 feet to a calculated point,
125. S 79°20'39" W, a distance of 220.86 feet to a calculated point,
126. N 27°55'57" W, a distance of 173.29 feet to a calculated point,
127. N 03°35'44" E, a distance of 49.44 feet to a calculated point,
128. N 75°53'24" W, a distance of 83.09 feet to a calculated point of non-tangent curvature,
129. along the arc of said curve to the right, having a radius of 804.54 feet, a central angle of 03°33'34", a chord bearing and distance of S 30°48'50" E, 49.97 feet, an arc length of 49.98 feet to a calculated point of tangency,
130. S 29°53'38" E, a distance of 174.43 feet to a calculated point of non-tangent curvature,
131. along the arc of said curve to the left, said curve having a radius of 209.93 feet, a central angle of 33°32'26", a chord bearing and distance of S 45°32'49" E, 121.14 feet, an arc length of 122.89 feet to a calculated point of tangency,
132. S 64°38'46" E, a distance of 101.58 feet to a calculated point of tangent curvature,
133. along the arc of said curve to the right, said curve having a radius of 197.00 feet, a central angle of 28°45'12", a chord bearing and distance of S 50°16'10" E, 97.83 feet, an arc length of 98.86 feet to a calculated point of tangency,
134. S 35°53'34" E, a distance of 71.73 feet to a calculated point of non-tangent curvature,



135. along the arc of said curve to the right, said curve having a radius of 186.01 feet, a central angle of 20°53'36", a chord bearing and distance of S 27°09'31" E, 67.45 feet, an arc length of 67.83 feet to a calculated point of reverse curvature,
136. along the arc of said curve to the left, having a radius of 531.88 feet, a central angle of 33°35'39", a chord bearing and distance of S 54°32'19" E, 307.41 feet, an arc length of 311.86 feet to a calculated point of tangency,
137. S 70°48'39" E, a distance of 101.31 feet to a calculated point,
138. S 61°26'26" E, a distance of 54.74 feet to a calculated point,
139. S 59°53'31" W, a distance of 29.27 feet to the POINT OF BEGINNING and containing 64.27 acres in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-14.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: March 3, 2016  
JOB No.: 50848-14  
DOC.ID.: H:\survey\CIVIL\50848-14\Exhibits\Construction Exhibits\WORD\64.27Ac.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



B-60

KISSING TREE  
MASTER COVENANT

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