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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

Declarant: RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company

THE PROPERTY SUBJECT HERETO IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOP RANCH ROAD ASSOCIATION, INC., RECORDED AS DOCUMENT NO. 201906011327, IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AS AMENDED FROM TIME TO TIME.

This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Ranches at Sentinel Peak in Comal County, Texas and the operation of Ranches at Sentinel Peak Association, Inc.

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RANCHES AT SENTINEL PEAK**

This Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this “**Declaration**”) is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

RECITALS:

A. This Declaration is filed with respect to that certain real property in Comal County, Texas as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Property**”). Declarant is the owner of the Property.

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

NOW, THEREFORE, it is hereby declared that: (i) the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, which will run with 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; (ii) each contract or deed conveying all or any portion of the Property 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.

**ARTICLE 1
DEFINITIONS**

1.01 Definitions. Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

(a) “**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 Property in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision, and all other ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations, including but not limited to the Endangered Species Act, 16 U.S.C. §1531, et seq. (the “**ESA**”). Statutes and

ordinances specifically referenced in the Restrictions are “Applicable Law” on the date of the Restrictions, and are not intended to apply to the Property 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.

(b) **“Architectural Control Committee”** or **“ACC”** means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in *Article 3* below, the Declarant acts as the ACC and the ACC is not a committee of the Association until the Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

(c) **“Assessment”** or **“Assessments”** means assessments imposed by the Association under this Declaration.

(d) **“Assessment Unit”** has the meaning set forth in *Section 5.07*.

(e) **“Association”** means the Ranches at Sentinel Peak Association, Inc., a Texas nonprofit corporation, which has been created to exercise the authority and assume the powers specified in this Declaration. Except to the extent that an act of the Association is specifically contemplated or required under Applicable Law to be made by the Association’s members, the Association shall act at all times by and through the Board, and references herein to the Association shall mean “the Association, acting by and through the Board.”

(f) **“Board”** means the Board of Directors of the Association.

(g) **“Bulk Rate Contract”** or **“Bulk Rate Contracts”** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, “broadband” services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

(h) **“Bylaws”** means the Bylaws of the Association as adopted and as amended from time to time.

(i) **“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.

(j) **"Community Facilities"** means any property and facilities, if any, that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities: (i) held by the Declarant for the benefit of the Association or its Members; or (ii) designated by the Declarant as Community Facilities in accordance with *Section 4.12*. Upon Recording of such designation, the portion of the Property identified therein shall be considered Community Facilities for the purpose of this Declaration. Community Facilities also includes any property that the Association holds under a lease, license, or any easement in favor of the Association.

(k) **"Community Manual"** means the community manual of the Association, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the benefit of the Association and the Property or otherwise adopted by a Majority of the Board. The Community Manual may include the Bylaws, Rules and Regulations, and other policies governing the Association. The Bylaws, Rules and Regulations, and other policies set forth in the Community Manual may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. Any amendment to the Bylaws, Rules and Regulations, and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

(l) **"Declarant"** means RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company, its successors or assigns; provided that any assignment(s) of the rights of RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company, as Declarant, must be expressly set forth in writing and Recorded.

(m) **"Design Guidelines"** means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot, which may be adopted pursuant to *Section 3.02(c)* of this Declaration, as the same may be amended from time to time. At Declarant's option, Declarant may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

(n) **"Development Period"** means the period that expires twenty-four (24) months after Declarant no longer owns any portion of the Property.

(o) **"Improvement"** means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational

facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

(p) **"Joint Use Access Driveways"** means the joint use access driveways constructed or anticipated to be constructed on certain Lots for the purpose of providing ingress and egress to and from the Lots and the right-of-way known as El Rancho Cima Road, as generally depicted on **Exhibit "B"** attached hereto and incorporated herein.

(q) **"Lot"** means any portion of the Property designated by Declarant or as shown as a subdivided Lot on a Plat other than Community Facilities. Unless otherwise determined in advance and in writing by Declarant, any portion of the Property initially conveyed by Declarant to a third party for residential purposes is hereby designated as a Lot for purposes of this Declaration.

(r) **"Majority"** means more than half.

(s) **"Manager"** has the meaning set forth in *Section 4.06(d)*.

(t) **"Members"** means every person or entity that holds membership privileges in the Association.

(u) **"Mortgage"** or **"Mortgages"** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

(v) **"Mortgagee"** or **"Mortgagees"** means the holder(s) of any Mortgage(s).

(w) **"Owner"** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any portion of the Property, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

(x) **"Perimeter Fencing"** means the fencing constructed or to be constructed by the Declarant along the right-of-way known as El Rancho Cima Road, along any public right-of-way, and along the remainder of the perimeter of the Property.

(y) **"Plat"** means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

(z) **"Property"** means that certain real property in Comal County, Texas as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, subject to such additions thereto and deletions therefrom as may be made by amendment to this Declaration.

(aa) **"Record, Recording, Recordation and Recorded"** means recorded or to be recorded in the Official Public Records of Comal County, Texas

(bb) **"Recreational Vehicle"** means a mobile or manufactured home, travel trailer, recreational vehicle, or other similar vehicle.

(cc) **"Resident"** means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

(dd) **"Restrictions"** means this Declaration, the Bylaws, the Community Manual, the Design Guidelines (if any), and any rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time.

(ee) **"Rules and Regulations"** means any instrument, however denominated, which may be adopted by the Declarant as part of the Community Manual or subsequently adopted by the Board for the regulation and management of the Property or the Community Facilities, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant may unilaterally amend the Rules and Regulations, and must approve any amendment to the Rules and Regulations adopted by the Board.

(ff) **"Taking"** means the taking or threat of taking of all or a portion of the Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a governmental authority or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property in lieu thereof.

(gg) **"Top Ranch Road Assessments"** means the assessments levied by the Top Ranch Road Association in accordance with the Top Ranch Road Declaration.

(hh) **"Top Ranch Road Association"** means The Top Ranch Road Association, Inc., a Texas non-profit corporation, the nonprofit corporation established to administer the Top Ranch Road Declaration.

(ii) **"Top Ranch Road Declaration"** means that certain Master Declaration of Covenants, Conditions and Restrictions for the Top Ranch Road Association, Inc., recorded as Document No. 201906011327, in the Official Public Records of Comal County, Texas, as amended from time to time.

(jj) **“Wildlife Management Plan”** means a program adopted and implemented, as periodically updated and amended, by the Association, acting through the Board, in order to ensure the primary use of the Property and the Lots is wildlife management as described in Texas Tax Code §23.51(7), Texas Administrative Code Rules §9.2001 through §9.2005, and the requirements of Comal County for qualification for agricultural appraisal based on wildlife management use.

ARTICLE 2

COMPLIANCE MATTERS

2.01 Use of the Community Facilities. Each Owner shall be liable to the Association for any and all damages to any Community Facilities and any improvements constructed thereon, which damages were caused by the neglect, misuse or negligence of such Owner or its tenants, licensees, guests, occupants and invitees. Neither the Association nor Declarant shall assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Community Facilities and in no circumstance shall words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Community Facilities.

2.02 Home Site Approval. The ACC may: (i) designate a home site area on each Lot to restrict construction of a residence and related appurtenances within such home site; and (ii) limit or restrict the clearing of trees within the home site area. Notwithstanding the foregoing, the ACC shall consider any application for a home site so long as the residence is not proposed to be constructed within three hundred feet (300') of the boundary of the Lot.

2.03 Fences and Gates. The materials and placement of all fencing and gates constructed on a Lot, other than Perimeter Fencing constructed by the Declarant, must be approved in advance by the ACC. The ACC, in its sole discretion, may prohibit the construction of any proposed fence and/or gate, modify the materials, location or height of any proposed fence or gate. Fencing shall conform to the Design Guidelines unless otherwise approved in writing by the ACC prior to commencement of construction.

2.04 Recreational Vehicles. If parked or placed on a Lot, Recreational Vehicles shall be parked or placed so as to be shielded from view of other Lots. If fencing or a structure is utilized to shield Recreational Vehicles, the fencing and/or structure must be approved in advance and in writing by the Declarant during the Development Period, and thereafter the Association, and may not encroach upon any required building setbacks. No Recreational Vehicle, mobile home or manufactured home may be used as a residence, either temporary or permanent, at any time. In the event of any dispute regarding the effect or application of this *Section 2.04*, the interpretation of the ACC will be final.

2.05 Hazardous Activities. No activities may be conducted on the Property and no Improvements may be constructed on any portion of the Property which, in the opinion of

the Declarant during the Development Period and thereafter the Association, are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted except within safe well-designed interior and exterior fireplaces or in contained fire pits or within barbecue units while attended and used for cooking or other recreational purposes unless such open fire such as a prescribed burn fire or the burning of piles of dead brush is approved by the Declarant during the Development Period and the Association thereafter.

2.06 Animals and Household Pets. The Property is being developed with an emphasis on wildlife preservation and land conservation. Over grazing the land will work against such emphasis and may negatively impact the Wildlife Management Plan, if any. Therefore, grazing animals will be allowed only in accordance with the restrictions and limitations set forth below; provided, however, the ACC may grant a variance pursuant to *Section 3.02(f)*. Notwithstanding the foregoing, no variance requests will be considered for cattle (excluding longhorns), pigs or roosters.

(i) All Owners will be required to add fencing to their Lot in accordance with the Design Guidelines in order to enclose the area within which the animals are kept.

(ii) No animals listed below will be allowed on the Property other than within the fenced yard space within the Owner's Lot, unless under the control and supervision of the Owner or Resident.

(iii) Two (2) horses may be kept on a Lot for every ten (10) acres of the Lot.

(iv) Two (2) donkeys may be kept on a Lot for every ten (10) acres of the Lot.

(v) Two (2) longhorns may be kept on a Lot for every ten (10) acres of the Lot.

(vi) Two (2) goats may be kept on a Lot for every ten (10) acres of the Lot.

(vii) Five (5) chickens may be kept on a Lot for every ten (10) acres of the Lot.

(viii) Two (2) llamas may be kept on a Lot for every ten (10) acres of the Lot.

(ix) Two (2) alpacas may be kept on a Lot for every ten (10) acres of the Lot.

(x) No more than four (4) of the above animals, in the aggregate, may be kept on a Lot for every ten (10) acres of the Lot, excluding chickens.

(a) Dogs and Cats. No Owner or Resident may keep on such Owner's or Resident's Lot more than four (4) cats and dogs, in the aggregate. No dogs or cats will be allowed on the Property other than within the Owner's or Resident's residence, or the fenced yard space associated therewith, unless confined to a leash. All dogs and cats must be registered, licensed and inoculated as required by Applicable Law. No dogs or cats may be left unattended in yards, porches or other outside areas.

(b) Additional Restrictions Applicable to All Animals. Any animals kept on a Lot must be kept for personal use and enjoyment and not for commercial or business purposes. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No pigs, hogs, swine or wild animals not expressly permitted pursuant to this Section 2.06 may be kept, maintained, or cared for on or within the Property. If the Board determines, in its sole discretion, that an animal becomes a source of unreasonable annoyance to others, or the owner of the animal fails or refuses to comply with these restrictions, the Owner or Resident, upon written notice, may be required to remove the animal from the Property. The areas in which any animal is kept 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 or Resident.

2.07 Hunting. An Owner may hunt on his or her own Lot, provided any hunting must comply with Applicable Law. Hunting that would endanger any person or any domestic animal is prohibited. The Association may adopt Rules and Regulations regarding all hunting activities. Notwithstanding the foregoing, the trapping, removal and/or killing of predators in accordance with the Wildlife Management Plan shall be permitted, provided such activities do not endanger any person or domestic animal and are in compliance with Applicable Law.

2.08 Trash Containers. Trash containers and recycling bins must be stored on an Owner's Lot in such a manner that the trash container and recycling bin are shielded from view of other Lots.

2.09 Sewage Disposal. Except where noted herein, each Lot shall be connected to a private sewage disposal system constructed and located within the boundaries of the Lot at the sole expense of the Owner thereof, and such sewage disposal system shall conform to all Applicable Law, including, without limitation, the Texas Commission on Environmental Quality or any successor agency. No outdoor toilets shall be permitted, except for a twenty-four (24) month period during construction.

2.10 Condemnation. If all or any part of the Property is subject to a Taking, the Association and each Owner affected thereby shall be entitled to participate in proceedings. The Association shall give notice of such proceeding, as it receives such notice, to all the Owners and to all the Mortgagees which have requested such notice; provided, however, that the failure of the Association to give such notice shall not prejudice the right of any Mortgagee to participate in such proceedings. The expense of participation in such proceedings by the Association shall be treated as common expenses. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. Any restoration or repair of the Property following a partial Taking shall be performed in accordance with the provisions of this Declaration, unless otherwise approved by all the Mortgagees. If an action is brought to effect a Taking of all or any portion of the Community Facilities, the Board, in addition to the general powers set out in this Declaration, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Community Facilities, in which case the agreement of all the Owners shall be required. With respect to any such Taking of the Community Facilities, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for a Taking of the Community Facilities are determined, such damages or awards shall be held by the Association, acting as trustee for each Owner, and their Mortgagees, as their interests shall appear, and any amounts not used for repair or restoration of the remaining Community Facilities shall be divided equally among the Owners in proportion to each Owner's allocated Assessment Units.

2.11 Lot Clearing. Any type of clearing or removal of trees, shrubs or other vegetation that is inconsistent with the Wildlife Management Plan or Applicable Law is prohibited, including, without limitation, vegetative clearing activities that would threaten, damage or destroy the habitat of any endangered species.

2.12 Underground Utilities. Unless otherwise approved by the ACC, and except as to Improvements installed by Declarant or existing overhead electrical lines installed by a utility provider, no aboveground utility facilities of any type, except for meters, risers, service pedestals, transformers and other surface installations approved by the ACC, will be erected or installed on individual residential Lots.

2.13 Mining and Drilling. Except for the Third Party Oil, Gas and Mineral Interests defined below, no portion of the Property or Community Facilities 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 Property or Community Facilities by Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by Declarant or otherwise approved in advance by the ACC which are required to provide water to all or any portion of the Property. All water wells must be approved in advance by the ACC and any applicable regulatory authority. This *Section 2.13* shall not apply to minerals, resources and groundwater, or some portion thereof or some interest therein, that may have been conveyed or reserved by third parties prior to Declarant's ownership of the Property (the "**Third Party Oil, Gas and Mineral Interests**"). No representation or warranty, express or implied, is made as to the ownership of the minerals, resources and groundwater or any portion thereof or any interest therein.

2.14 Individual Lot Wildlife Management Plan. It is anticipated that Declarant, without obligation, will implement a Wildlife Management Plan for each Lot.

(a) Purpose. The purpose of the Wildlife Management Plan is to actively manage the Lots through the use of beneficial wildlife management practices, including but not limited to, the propagation of a breeding, migrating, or wintering population of indigenous wildlife on and around the Lots. Preparation, implementation, and maintenance of active, meaningful wildlife and habitat management plans are primary goals of the Declarant, Board and the Association. Declarant intends that the Wildlife Management Plan be ecologically beneficial to the Property and the Lots by improving wildlife habitat and/or water quality and quantity; and that the non-wildlife uses of the Property and the Lots will not significantly or demonstrably interfere with the wildlife management practices and activities being conducted on the land and will not be detrimental to the species targeted for management; and that the Association further benefits the Owners by allowing them to share the expenses and other burdens of maintaining a Wildlife Management Plan on the Property and the Lots; and that the Association shall have the power and responsibilities given by this Declaration to achieve the benefits of the Wildlife Management Plan.

(b) Wildlife Management Use, Ad Valorem Tax Valuation. Each Owner, by acquiring a Lot, agrees to commit the primary use of their Lot to wildlife management as described in Texas Tax Code §23.51(7), Texas Administrative Code Rules §9.2001 through §9.2005, and the requirements of Comal County for qualification for agricultural appraisal based on wildlife management use. Each Owner shall be responsible for maintaining an ad valorem tax valuation based on wildlife management on such Owner's Lot (the "**Wildlife Valuation**") by allowing the Association to implement a Wildlife Management Plan as described herein and by taking the actions prescribed by the Association, including, but not limited to, signing and/or implementing any Wildlife Management Plan adopted by the Association or any annual report for such Owner's Lot. To the extent the

Association does not prepare a Wildlife Management Plan or an annual report applicable to each Lot within the Property, individual Owners will be responsible for doing so for the Lots they own. The Association or any individual Owner may wish to retain a third-party company specializing in such plans, such as Plateau Land and Wildlife Management, to assist in this effort. If for any reason a Lot no longer qualifies for Wildlife Valuation, the Owner thereof shall be responsible for and shall pay all rollback and market value taxes due and payable on said Lot.

(c) Implementation of Wildlife Management. Each Owner, by acquiring a Lot, authorizes the Association to adopt and implement a Wildlife Management Plan for each Lot within the Property and agrees to comply with the Wildlife Management Plan, if any, adopted by the Association and to allow the Board to take the actions necessary to implement the Wildlife Management Plan on each Lot. Such activities include, but are not limited to, preparing a Wildlife Management Plan for the Property, conducting wildlife censuses, trapping, removing and/or killing predators, improving and maintaining wildlife habitat, etc. The Association may enter into agreements with third-party service companies to prepare and implement such Wildlife Management Plan.

(d) Wildlife Management Plan. In accordance with §23.51(7) of the Texas Tax Code, as amended from time to time, and any other Applicable Law, any Wildlife Management Plan implemented by the Association shall require the active use of each Lot in at least three (3) or more of the following ways to propagate a sustainable breeding, migrating, or wintering population of indigenous wild animals for human use, including food, medicine or recreation:

- (1) Habitat control;
- (2) Erosion;
- (3) Predator control;
- (4) Providing supplemental supplies of water;
- (5) Providing supplemental supplies of food;
- (6) Providing shelter; and
- (7) Making of census counts to determine population.

Each Owner shall follow all guidelines established by any Wildlife Management Plan adopted by the Association for use of and activities on all portions of his or her Lot outside that portion that is being used for residential purposes. An Owner may not use any portion of his or her Lot in any manner that is inconsistent or incompatible with the Wildlife Management Plan.

(e) Cooperation in Submittal of Wildlife Management Plan. In the event the Association establishes a Wildlife Management Plan for the Property, each

Owner agrees to designate the Board, or its duly authorized agent, to act on behalf of the Owner in wildlife management property tax matters relating to submitting a Wildlife Management Plan or related annual report for the Owner's Lot and the Property. In the event the Association establishes a Wildlife Management Plan for the Property, each Owner agrees to execute Texas Comptroller Form 50-162 to designate the Association, the Manager, or a third-party wildlife management company selected by the Board as such Owner's agent for certain wildlife management property tax matters as is necessary to allow the Association to submit a single Wildlife Management Plan and/or preparation of an annual report showing implementation of the Wildlife Management Plan for the Property. Alternatively, in the event individual Owner's signatures are required, each Owner shall execute the Wildlife Management Plan adopted by the Board.

(f) Principal Use. Owners agree that any residential development that occurs on their Lot shall be secondary in nature to the principal use of wildlife management, shall not significantly or demonstrably interfere with the wildlife management practices and activities being conducted on the land, shall not be detrimental to the species targeted for management, and further agree that any residential development shall comply with any applicable legal limits established for Wildlife Management Property Associations for Comal County by Texas Administrative Code rule 9.2005(a).

(g) Inspection. Owners agree that the Declarant, the Board, and the ACC shall have the right to inspect their Lot to ensure compliance with the Wildlife Management Plan, to implement wildlife management practices in the event of a breach of the Wildlife Management Plan, to enforce this restriction, and to recoup costs involved in enforcement, as further provided in this Declaration.

2.15 Endangered Species. Endangered Species. Each Owner is advised that Comal County, Texas is a natural habitat for the golden-cheeked warbler ("GCW") which is protected pursuant to the ESA. Each Owner shall comply with the ESA and any other Applicable Law pertaining to protection of the GCW.

ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE

Declarant has a substantial interest in ensuring that Improvements within the Property maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in *Section 3.02(a)* below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding any provision in this Declaration to

the contrary, Declarant may appoint a single person to exercise the rights of the ACC. No Improvement constructed or caused to be constructed by Declarant will be subject to the terms and provisions of this *Article 3* and need not be approved in accordance herewith.

3.01 Construction of Improvements. No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

3.02 Architectural Control Committee.

(a) **Composition.** The ACC will be composed of not more than three (3) persons (who need not be Members or Owners) appointed as provided below, who will review Improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by Recorded written instrument, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the ACC. Any assignment by Declarant of the right to appoint and remove all members of the ACC may be withdrawn until expiration of twenty-four (24) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the ACC, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant's right to appoint all members of the ACC will automatically be assigned to the Association upon the expiration of the Development Period. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

(b) **Submission and Approval of Plans and Specifications.** Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC in accordance with *Section 3.02(c)* to the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a Majority of the members of the ACC. The ACC 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 ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending

receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds

(c) Design Guidelines. Declarant may adopt the initial Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. Upon expiration or termination of the Development Period, the ACC, or any sub-committee thereof created pursuant to *Section 3.02(a)*, will have the power from time to time, to amend, modify, or supplement the Design Guidelines, if any; provided, however, that any amendment to the Design Guidelines made by a sub-committee will only apply to the Improvements under the jurisdiction of such sub-committee, and during the Development Period, any such amendment, modification or supplement must be approved in advance and in writing by Declarant. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC 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 Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(d) Actions of the Architectural Control Committee. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

(e) Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject

such plans and specifications for a period of ninety (90) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not be deemed consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

(f) Variances. The ACC may grant variances from compliance with any of the provisions of the Design Guidelines, if any, or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least 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 ACC, including Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines, if any, 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 this Declaration or the Design Guidelines, if any, for any purpose except as to the particular property 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 this Declaration or the Design Guidelines, if any.

(g) Duration of Approval. The approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of eighteen (18) months only. If construction in accordance with such plans and specifications or variance is not commenced within such eighteen (18) month period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this *Section 3.02(g)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(h) No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC 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 ACC.

3.03 Non-Liability of Committee Members. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE

TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

ARTICLE 4

RIGHTS, POWERS AND OBLIGATIONS OF THE ASSOCIATION; VOTING RIGHTS

4.01 Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit 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 Declaration, including any modifications thereof.

4.02 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 property that qualifies the Owner thereof for membership.

(b) **Easement of Enjoyment – Community Facilities.** Every Member will have a right and easement of enjoyment in and to all of the Community Facilities, if any, and an access easement by and through any Community Facilities, if any, which easements will be appurtenant to and will pass with the title to such Member's property subject, however, at all times to the Rules and Regulations established by the Board from time to time. The foregoing easements shall be, in any event, subject to the following restrictions and reservations:

(i) The right of the Association and Declarant (during the Development Period) to dedicate or transfer all or any part of the Community Facilities, if any, to any public agency, authority or utility for such purpose;

(ii) The right of the Association and Declarant (during the Development Period) to grant easements or licenses over and across the Community Facilities, if any, to any third party;

(iii) The right of the Association and Declarant (during the Development Period) to permit use of the Community Facilities, if any, by persons and entities other than Owners.

(iv) The right of the Association to suspend the right of an Owner to use recreational facilities, if any, within the Community Facilities, if any, for (A) any period during which any charge against such Owner's Lot remains

delinquent, and (B) a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Restrictions;

(v) The right of the Association, with the written approval of the Declarant during the Development Period, to borrow money for the purpose of improving the Community Facilities, if any, and, in furtherance thereof, mortgage the Community Facilities;

(vi) The right of the Association to make reasonable rules and regulations regarding the use of the Community Facilities, if any, and any Improvements thereon; and

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

4.03 Governance. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the tenth (10th) anniversary of the date this Declaration is Recorded. No later than the tenth (10th) anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board must hold a meeting of Members of the Association for the purpose of electing one-third (⅓) of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (⅔) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

4.04 Vote Allocation.

(a) Generally. Each Owner of a Lot will be allocated one (1) vote for each Lot so owned. In the event of the re-subdivision of any Lot into two or more Lots: (i) the number of votes to which such Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such re-subdivision, *e.g.*, each Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, the voting rights and Assessment Units will continue to be determined according to the number of original Lots contained in such consolidated Lot.

(b) Declarant Allocation. In addition to the votes to which Declarant is entitled by reason of *Section 4.04(a)*, 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.

4.05 Representation in the Top Ranch Association. For purposes of voting and representation in the Top Ranch Association, the term "Owner" shall refer to the Association established pursuant to this Declaration, with all voting rights under the Top Ranch Road Declaration, including without limitation Section 2.2.2 of the Top Ranch Road Declaration, attributable to the Property exercised by a Majority of the Board of Directors of the Association.

4.06 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 the laws of Texas or this Declaration. 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 and Regulations, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such Rules and Regulations, policies, Bylaws and Community Manual not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property or the Community Facilities (including the operation, maintenance and preservation thereof) or the Association. Any Rules and Regulations, policies, Bylaws and Community Manual and any modifications thereto proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period;

(b) Assessments. To levy and collect assessments and to determine Assessment Units, as provided in *Article 5* below;

(c) 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 Community Facilities;

(d) Manager. To retain and pay for the services of a person or firm (the "**Manager**") to manage and operate the Association, including its property, to the extent deemed advisable by the Board;

(e) Construction. To construct new Improvements or additions to the Community Facilities, subject to the approval of the Board; and

(f) 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 any Community Facilities or other property, or to

provide any service, including but not limited to wildlife management services 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 the Declarant.

4.07 Acceptance and Control of Community Facilities.

(a) Transfers and Conveyance by Declarant. 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 Property, or the Property and the general public, and the Association shall be obligated to accept such transfers and conveyances. Such property may be improved or unimproved and may consist of, among other things, fee simple title, easements, leases, licenses, or other real or personal property interests.

(b) Relationships and Agreements with Other Entities. The Association may enter into agreements with, or grant exclusive and/or non-exclusive easements over the Community Facilities to any third-party entity or person regardless of whether such entity or person is an Owner.

4.08 Facilities and Property Utilized For Marketing and Promotional Purposes. To promote the sale of Lots, Declarant may utilize certain facilities and areas within the Property, including without limitation Community Facilities, roads, sidewalks, medians and the surrounding areas of such facilities, for marketing and promotional purposes to the public.

4.09 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 him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability or otherwise. The Board may also purchase general liability insurance along with any other insurance it deems appropriate and at appropriate levels of coverage.

4.10 Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 9.01* below, relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 4.10* may not be amended or modified without Declarant's written and acknowledged consent and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

4.11 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 such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person 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: (i) 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 (ii) 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.

4.12 Conveyance of Community Facilities to the Association. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant, and its assignees, 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 the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of such designation, the portion of the Property identified therein will be considered Community Facilities for the purpose of this Declaration. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, for the Property and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Community Facilities without regard to whether such real or personal property is designated by the Declarant as Community Facilities. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the

Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment.

4.13 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 4.06* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the 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 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 against such Owner's Lot. 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 Declaration 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 which is reserved under the terms and provisions of this Declaration. 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 pursuant to Applicable Law, 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 Resident) 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 Resident) 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.

4.14 Perimeter Fencing Maintenance. The Association will maintain, repair, and replace the Perimeter Fencing. Accordingly, the Association is hereby granted an easement over and across each Lot to the extent reasonably necessary or convenient for the Association or its designated contractor to perform the maintenance and repair services necessary to maintain the Perimeter Fencing. Access to each Lot is limited to Monday through Saturday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual performance of maintenance, repair, and replacement of the Perimeter Fencing. If the Association damages any Improvements located within a Lot in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the

condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements. The costs incurred by the Association to maintain, repair, and replace the Perimeter Fencing shall be discharged through Assessments.

ARTICLE 5

ASSESSMENTS

5.01 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied by the Association against each Lot in amounts determined pursuant to *Section 5.07* below. The total amount of Assessments will be determined by the Board pursuant to *Sections 6.03* through *6.06*.

(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 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 (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this *Article 5*.

(c) Top Ranch Road Assessments. In addition to Assessments levied by the Association, each Lot is subject to the terms and provision of the Top Ranch Road Declaration, and accordingly, each Owner will also be a mandatory member of the Top Ranch Road Association and be required to pay assessments to the Top Ranch Road Association in accordance with the terms of the Top Ranch Road Declaration. Unless the Top Ranch Road Association elects otherwise (which election may be made at any time), the Association will collect all assessments payable to the Top Ranch Road Association in accordance with the Top Ranch Road Declaration. (the "**Top Ranch Road Association Assessments**"). The Association will promptly remit all Top Ranch Road Association Assessments collected from Owners to the Top Ranch Road Association. If the Association fails to timely collect any portion of the Top Ranch Road Association Assessments due from the owners, then the Top Ranch Road Association may collect such Top Ranch Road Association Assessments allocated to a Lot on its own behalf and enforce its lien against the Unit without joinder of the Association. The Association's right to collect Top Ranch Road Association Assessments on behalf of the Top Ranch Road Association is a license from the Top Ranch Road 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 of directors of the Top Ranch Road Association.

5.02 Maintenance Fund. The Board will establish one or more accounts 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.

5.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association in performing its functions and exercising its powers under this Declaration (the “**Regular Assessments**”), which sets forth, without limitation, the cost of all management, repair and maintenance, including without limitation,, implementation of the Wildlife Management Plan described in *Section 2.14*, and estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level of set by the Board in its sole and absolute discretion, and the Board’s determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment, the Board may at any time, and from time to time, levy further Regular Assessments in the same manner, or the Declarant, in the Declarant’s sole discretion, shall have the right but not the obligation to fund all or any portion of any operating deficit. All such Regular Assessments will be due and payable quarterly in advance, or upon such other intervals and terms as the Board shall determine from time to time.

5.04 Special Assessments. In addition to the Assessments provided for above, the Board may levy “**Special Assessments**” whenever in the Board’s opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any Special Assessments will be at the reasonable discretion of the Board.

5.05 Individual Assessments. In addition to any other Assessments, the Board may levy an “**Individual Assessment**” against an Owner and the Owner’s Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner’s Lot into compliance with the Restrictions; reasonable transfer-related fees and resale certificate fees; reasonable fees for review of proposed subdivisions of Lots; insurance deductibles; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and “pass through” expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

5.06 Working Capital Fee. Each Owner (other than Declarant) shall pay a one-time working capital assessment (“**Working Capital Assessment**”) to the Association in such amount, if any, as may be determined by the Association from time to time in its sole and absolute discretion. Such Working Capital Assessment need not be uniform among all Lots, and the Association is expressly authorized to levy Working Capital Assessments of varying

amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the Working Capital Assessment to discharge operating expenses. The levy of any Working Capital Assessment shall be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots to which it applies. The Working Capital Assessment shall be immediately due and payable by the transferee of the Lot on the date of such transfer, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Association, shall have the power to waive the payment of any Working Capital Assessment attributable to a Lot by the Recordation of a waiver notice, which waiver may be temporary or permanent.

Notwithstanding the foregoing provision, the following transfers shall not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the Association's determination regarding application of the exemption shall be binding and conclusive without regard to any contrary interpretation of this *Section 5.06*. The Working Capital Assessment shall be in addition to, not in lieu of, any other Assessments and shall not be considered an advance payment of any other Assessments.

5.07 Amount of Assessment. The Association will levy Assessments against each "Assessment Unit" (as defined in *Section 5.07(a)* below). Unless otherwise provided in this Declaration, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit.

(a) Subject to subsections (b) and (c) below, each Lot will constitute one (1) "Assessment Unit".

(b) Notwithstanding anything in this Declaration to the contrary, no Assessments will be levied upon Lots owned by Declarant.

(c) Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved Lot from Assessments; or (ii) delay the levy of Assessments against any un-platted or unimproved or improved Lot.

5.08 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment will be required to pay to the Association a late charge equal to five percent (5%) of the Assessment, or an amount as otherwise determined by the Board.

5.09 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are

levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one and one half percent (1½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

5.10 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.08* and interest as provided in *Section 5.09* hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot 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, except only for: (i) tax liens and governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question, (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien of record; or (iv) as otherwise required by Applicable Law; provided that, in the case of subparagraphs (ii), (iii), and (iv) 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 shall be signed by an authorized officer, agent or attorney 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 covered by such lien and a description of the Lot. Such notice may be signed by one of the authorized officers, agents, or attorneys of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, 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 by law and under this Declaration, 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 property 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; 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 5.10*, 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 will be signed by an authorized officer, agent, or attorney of the Association. 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 twelve (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 service provided through the Association and not paid for directly by an Owner or Resident 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 the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Utility or cable service will not be disconnected 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 will not relieve the Owner of such Lot 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 and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

5.11 Failure to Assess. The omission or failure of the Association to fix the Assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall

not be deemed a waiver, modification or release of any Owner from the obligation to pay the Assessments. In such event, each Owner shall continue to pay regular Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is determined, at which time any shortage in collections may be assessed retroactively by the Association.

5.12 Exempt Property. The following area within the Property will be exempt from the Assessments provided for in this *Article 5*:

- (a) All area dedicated and accepted by public authority, by the Recordation of an appropriate document;
- (b) The Community Facilities; and
- (c) Any portion of the Property owned by Declarant.

ARTICLE 6

EASEMENTS

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

6.02 Development Easements. Declarant reserves for itself and the Association a perpetual non-exclusive easement over and across the Property for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Property and any other property owned by Declarant; (ii) 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 Property and any other property owned by Declarant; and (iii) the construction, operation, maintenance, repair and replacement of any and all roadways, walkways, pathways and trails, street lights, signage, drainage systems, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground to serve the Property and any other property owned by Declarant as Declarant or the Association may elect to construct therein. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains any portion of the Community Facilities. The exercise of the easement reserved herein will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

6.03 Emergency Services Easement. Declarant reserves for all police, sheriff, fire protection, ambulance, and other similar emergency services or persons a perpetual, non-exclusive easement over and across the Joint Use Access Driveways and any other private roadways on the Property for performance of their official duties.

6.04 Declarant's Reservation of Easement. Declarant reserves for itself a perpetual, non-exclusive easement over and across any portion of the Property that Declarant conveys to the Association or designates as Community Facilities regardless of whether such conveyance instrument or designation specifically reserves such easement.

6.05 Easement for Joint Use Access Driveways. Declarant hereby grants and reserves a perpetual, appurtenant and non-exclusive easement for the benefit of the Association, the Owners, and their guests and invitees over and across the Joint Use Access Driveways located and established from time to time on the Property, including the Lots, that are necessary or required for pedestrian and vehicular ingress and egress to and from the right-of-way known as El Rancho Cima Road and the Lots (the "**Ingress and Egress Easement**"). Each Owner and Resident and their guests and invitees may use the Ingress and Egress Easement for pedestrian and vehicular access but not for parking. "Parking" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. Notwithstanding the foregoing, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed to be parked temporarily on the Joint Use Access Driveways during normal business hours for the purpose of serving any Lot; provided, however, no such vehicle shall remain on the Joint Use Access Driveways overnight or for any purposes unless prior written consent of the Board is first obtained. The Joint Use Access Driveways shall also provide perpetual access across the Property for police and other emergency vehicles, public and private utility maintenance and service personnel, solid waste collection services, the U.S. Postal Service, and government employees in pursuit of their official duties. The Ingress and Egress Easement is subject to reasonable rules adopted from time to time by the Association, provided that such rules will in no event unreasonably interfere with use of the Ingress and Egress Easement and such rules shall be applied uniformly on a non-discriminatory basis between all Lots.

(a) **Maintenance.** The Association shall have the responsibility to maintain the Joint Use Access Driveways in compliance with Applicable Law. The costs incurred by the Association for routine maintenance and capital reserves for the Joint Use Access Driveways in accordance with this *Section 6.05* shall be collected from the Owners through the levy of Assessments. Declarant hereby reserves, for the benefit of the Association, an easement over and across each Lot as reasonably necessary for the Association to maintain the Joint Use Access Driveways. The easement reserved herein by the Declarant is perpetual and appurtenant to each Lot.

(b) **Alterations.** Declarant reserves the right to relocate, alter, or otherwise change the Joint Use Access Driveways during the Development Period by Recording an

amendment to this Declaration; provided such relocation, alteration, or change provides substantially similar ingress and egress to and from the right-of-way known as El Rancho Cima Road and the Lots. The Owner of a Lot sharing a Joint Use Access Driveway may not relocate, alter, or otherwise change the Joint Use Access. The Joint Use Access Driveway will always remain in the same location as originally installed unless otherwise approved by the Declarant during the Development Period, and the Owner of each Lot sharing the Joint Use Access Driveway and the ACC after termination or expiration of the Development Period.

ARTICLE 7

DEVELOPMENT RIGHTS

7.01 Special Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, at all times during the Development Period, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners ("**Marketing Signs**") for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property.

7.02 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property. Upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to Record a notice of addition of land containing the following provisions:

(a) A reference to this Declaration, which reference will state the document number or volume and initial page number of the Official Public Records of Comal County wherein this Declaration is Recorded;

(b) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and

(c) A legal description of the added land.

7.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such withdrawal and removal this Declaration and the covenants conditions, restrictions and

obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(d) A reference to this Declaration, which reference will state the document number or volume and initial page number of the Official Public Records of Comal County wherein this Declaration is recorded;

(e) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and

(f) A legal description of the withdrawn land.

7.04 Notice of Plat Recordation. Declarant may, at any time and from time to time, file a notice of plat recordation (a “**Notice of Plat Recordation**”). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after portions of the Property are made subject to a Plat. Unless otherwise provide 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 Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 7.03*). 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 Declaration.

7.05 Assignment of Declarant’s Rights. Notwithstanding any provision in this Declaration to the contrary, during the Development Period, Declarant may, by written instrument, may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under the Restrictions (including, without limitation, this Declaration) 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, and duties hereunder.

ARTICLE 8

GENERAL PROVISIONS

8.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2096, after which time this Declaration 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 in a resolution adopted by Members entitled to cast at least sixty-

seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 8.01* to the contrary, if any provision of this Declaration 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, as of the date that this document is first Recorded, descendants of Elizabeth II, Queen of England.

8.02 Amendment. This Declaration may be amended or terminated in any manner, including to add real property to or withdraw real property from the Property, by the Recording of an instrument executed and acknowledged by: (i) Declarant, acting alone and unilaterally, until expiration or termination of the Development Period; or (ii) the President and Secretary of the Association setting forth the amendment and, during the Development Period, certifying that such amendment has been approved by Declarant (unless Declarant has relinquished such right by written Recorded instrument) and Members (including Declarant) entitled to cast at least sixty-seven (67%) of the number of votes entitled to be cast by members of the Association. No amendment will be effective without the written consent of Declarant, or its successors or assigns until expiration or termination of the Development Period.

8.03 Safety and Security. Each Owner and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Association or the Declarant may, but shall not be obligated to, maintain or support certain activities within the Property 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, in no event shall the Association, the Declarant or their board members, directors, officers, committee members, employees, or agents be considered insurers or guarantors of safety or security within the Property nor shall the Association, the Declarant or their board members, directors, officers, committee members, employees, or agents 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 gate, mechanism or system for limiting access to the Property or any portion thereof, 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 that the Association, the Declarant or their board members, directors, officers, committee members, employees, or agents are not insurers or guarantors of security or safety and that each person within the Property assumes all risks of personal injury and loss or

damage to property, including any residences or Improvements constructed upon any Lot and the contents thereof, resulting from acts of third parties.

8.04 Natural Light and Views. The natural light available to and views from a Lot and/or Community Facilities can change over time due to among other things, additional development and the removal or addition of landscaping. Natural light and views are not protected.

8.05 Enforcement. The Association or 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 Declaration. Failure to enforce any right, provision, covenant, or condition granted by this Declaration will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

8.06 Declarant Fine Authority. During the Development Period, Declarant may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or any guests, agents, family members, or invitees of an Owner or Resident. The Declarant uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Declarant. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Declarant for enforcing the Restrictions. The Declarant may from time to time adopt a schedule of fines. If the violation of the Restrictions is ongoing or continuous, the fine may be assessed on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. An Owner is liable for fines levied by the Declarant for violations of the Restrictions by the Owner, a Resident, or any guests, agents, family members or invitees of the Owner or Resident. Regardless of who commits the violation, the Declarant will direct its communications to the Owner, although the Declarant may send copies of its notices to the Residents.

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

8.08 Conflicts. If there is any conflict between the provisions of this Declaration, the Certificate of Formation, the Bylaws, the Design Guidelines (if any), or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration will govern.

ARTICLE 9

DISPUTE RESOLUTION

9.01 Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this *Article 9* (collectively, the “**Parties**”) agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 9* applies to all Claims as hereafter defined. This *Article 9* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this *Article 9* only, the following words, when capitalized, have the following specified meanings:

(a) “**Claim**” means:

(i) Claims relating to the rights and/or duties of Declarant, the Association or the ACC, under the Restrictions.

(ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant’s control and administration of the Association, and any claim asserted against the ACC.

(iii) Claims relating to the design or construction of the Community Facilities or any Improvements located on the Property.

(b) “**Claimant**” means any Party having a Claim against any other Party.

(c) “**Respondent**” means any Party against which a Claim has been asserted by a Claimant.

9.02 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article 9. As provided in Section 9.09 below, a Claim will be resolved by binding arbitration.

9.03 Claim Affecting Community Facilities. In accordance with *Section 4.10* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 9.01* above, relating to the design or construction of Improvements on a Lot (whether one or more). In the event the Association or a Lot Owner asserts a Claim related to the Community Facilities, as a precondition to providing the Notice defined in *Section 9.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 9*, or taking any other action to prosecute a Claim related to the Community Facilities, the Association or a Lot Owner, as applicable, must:

(a) Independent Report on the Condition of the Community Facilities. Obtain an independent third-party report (the “**Community Facilities Report**”) from a licensed professional engineer which: (i) identifies the Community Facilities subject to the Claim including the present physical condition of the Community Facilities; (ii) describes any modification, maintenance, or repairs to the Community Facilities performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Community Facilities subject to the Claim. For the purposes of this *Section 9.03*, an independent third-party report is a report obtained directly by the Association or a Lot Owner and paid for by the Association or a Lot Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or a Lot Owner in the Claim. As a precondition to providing the Notice described in *Section 9.05*, the Association or Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Community Facilities Report, the specific Community Facilities to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Community Facilities Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 9.05*, the Association or the Lot Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Community Facilities Report.

(b) Claim by the Association - Owner Meeting and Approval. If the Claim is prosecuted by the Association, the Association must first obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in *Section 9.05*; (ii) initiate the mandatory dispute resolution procedures set forth in this *Article 9*; or (iii) take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (a) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (b) a copy of the Community Facilities Report; (c) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the “**Engagement Letter**”); (d) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (e) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (f) an estimate of the impact on the value of each Lot if the Claim is prosecuted and an estimate of the impact on the value of each Lot after

resolution of the Claim; (g) an estimate of the impact on the marketability of each Lot if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot during and after resolution of the Claim; (h) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (i) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Lot Owner, as applicable, in the Claim. In the event Members approve providing the Notice described in *Section 9.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

9.04 Claim by Lot Owners – Improvements on Lots. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to a Lot Owner by the Declarant relating to the design or construction of any Improvements located on a Lot, then this *Article 9* will only apply to the extent that this *Article 9* is more restrictive than such Lot Owner's warranty (if any), as determined in the Declarant's sole discretion. If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this *Article 9* will apply. If a Lot Owner brings a Claim, as defined in *Section 9.01*, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in *Section 9.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 9*, or taking any other action to prosecute a Claim, the Lot Owner must obtain an independent third-party report (the "**Owner Improvement Report**") from a licensed professional engineer which: (i) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this *Section 9.04*, an independent third-party report is a report obtained directly by the Lot Owner and paid for by the Lot Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Lot Owner in the Claim. As a precondition to providing the Notice described in *Section 9.05*, the Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 9.05*, the Lot Owner shall have permitted each party

subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

9.05 Notice. Claimant must notify Respondent in writing of the Claim (the “Notice”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 9.05*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 9.06* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 9.06*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 9.06* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 9.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 9.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Community Facilities Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Community Facilities which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 9.03(b)* above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Community Facilities, the Notice will also include a true and correct copy of the Community Facilities Report. If the Claimant is not the Association and pertains to Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

9.06 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent’s receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent’s representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent’s representatives and agents with full access to the Property to take and complete corrective action.

9.07 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this *Section 9.07*.

9.08 Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this *Article 9*.

9.09 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 9.09*.

(a) **Governing Rules.** If a Claim has not been resolved after mediation as required by *Section 9.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 9.09* and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “Construction Industry Dispute Resolution Procedures” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 9.09*, this *Section 9.09* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in *Section 9.09(d)*, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 9.09* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 9.09*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 9.09* and subject to *Section 9.10* below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In

no event may an arbitrator award speculative, consequential or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

9.10 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

9.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

9.12 Period of Limitation.

(a) For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 9.12(a)* be interpreted to extend any period of limitations under Texas law.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Community Facilities, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day

from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Community Facilities, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 9.12(b)* be interpreted to extend any period of limitations under Texas law.

9.13 Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 9* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

[SIGNATURE PAGE TO FOLLOW]

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

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC,
a Texas limited liability company

By: 

Name: Michael Clinard

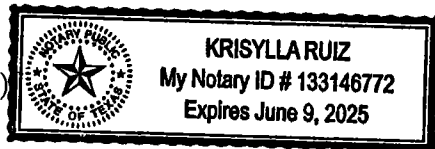
Title: President

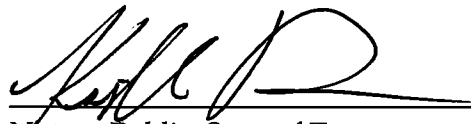
THE STATE OF TEXAS §

COUNTY OF Hays §

This instrument was acknowledged before me on this 10th day of September, 2021, by Michael Clinard, President of Ranches at Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public, State of Texas

Signature Page

RANCHES AT SENTINEL PEAK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT "A"
PROPERTY DESCRIPTION

FIELD NOTE DESCRIPTION FOR A 430.984 ACRE TRACT OF LAND, SITUATED IN COMAL COUNTY, TEXAS:

BEING 430.984 ACRES OF LAND, BEING 124.820 ACRES OUT OF THE MARIA EMPORA ABSTRACT NO. 5, SURVEY NO. 3, 4.910 ACRES OUT OF THE C.D. ROBERTSON ABSTRACT NO 982, SURVEY NO. 999, 147.450 ACRES OUT OF THE Z. WILLIAMSON ABSTRACT 936, SURVEY 946 AND 153.804 ACRES OUT OF THE TEXAS CENTRAL RAILROAD CO. SURVEY NO. 945, ABSTRACT 832, OUT OF THAT REMAINING 784.409 ACRES OF THAT CERTAIN 2,382.445 ACRES OF LAND, MORE OR LESS, CONVEYED BY SPECIAL WARRANTY DEED TO RIO BLANCO PROPERTIES 2018, LLC, IN DOCUMENT NO. 201906011326 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of a 60 foot right-of-way easement as recorded in Document No. 202006059428 of the Official Public Records of Comal County, Texas, marking the south corner of a 533.144 acre tract conveyed by Special Warranty Deed to The Nature Conservatory, recorded in Document No. 201906042461 of the Official Public Records of Comal County, Texas, for the northeast corner of the herein described tract;

THENCE, generally along the east line of said 60 foot right-of-way easement, the following thirty-one (31) courses and distances:

- 1) South 19°07'28" West, a distance of 63.51 feet, to a calculated point, for an angle corner of this tract;
- 2) South 22°24'44" West, a distance of 197.64 feet, to a calculated point, for an angle corner of this tract;
- 3) South 23°49'27" West, a distance of 278.86 feet, to a calculated point, for an angle corner of this tract;
- 4) South 23°00'47" West, a distance of 465.51 feet, to a calculated point, for an angle corner of this tract;
- 5) South 24°37'45" West, a distance of 186.08 feet, to a calculated point, for an angle corner of this tract;
- 6) South 24°50'21" West, a distance of 135.30 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 7) Along said curve to the right, an arc length of 67.32 feet, said curve having a radius of 70.31 feet, a chord which bears South 42°48'33" West, for a distance of 64.78 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 8) South 77°00'14" West, a distance of 37.75 feet, to a calculated point, at the point-of-curvature of a curve to the left;
- 9) Along said curve to the left, an arc length of 103.26 feet, said curve having a radius of 368.28 feet, a chord which bears South 73°51'40" West, for a distance of 102.93 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;

- 10) South $56^{\circ}10'31''$ West, a distance of 38.84 feet, to a calculated point, for an angle corner of this tract;
- 11) South $52^{\circ}33'02''$ West, a distance of 52.69 feet, to a calculated point, at the point-of-curvature of a curve to the left;
- 12) Along said curve to the left, an arc length of 143.14 feet, said curve having a radius of 125.24 feet, a chord which bears South $21^{\circ}41'05''$ West, for a distance of 135.47 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 13) South $18^{\circ}07'55''$ East, a distance of 58.45 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 14) Along said curve to the right, an arc length of 190.53 feet, said curve having a radius of 144.19 feet, a chord which bears South $06^{\circ}12'27''$ West, for a distance of 176.97 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 15) South $41^{\circ}33'28''$ West, a distance of 57.84 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 16) Along said curve to the right, an arc length of 407.70 feet, said curve having a radius of 459.97 feet, a chord which bears South $65^{\circ}53'53''$ West, for a distance of 394.48 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 17) North $88^{\circ}26'02''$ West, a distance of 337.87 feet, to a calculated point, for an angle corner of this tract;
- 18) North $87^{\circ}37'34''$ West, a distance of 411.75 feet, to a calculated point, for an angle corner of this tract;
- 19) North $87^{\circ}24'11''$ West, a distance of 166.11 feet, to a calculated point, for an angle corner of this tract;
- 20) North $87^{\circ}09'50''$ West, a distance of 375.05 feet, to a calculated point, for an angle corner of this tract;
- 21) North $89^{\circ}25'46''$ West, a distance of 66.11 feet, to a calculated point for an angle corner of this tract
- 22) South $82^{\circ}39'00''$ West, a distance of 137.03 feet, to a calculated point, at the point-of-curvature of a curve to the left;
- 23) Along said curve to the left, an arc length of 402.98 feet, said curve having a radius of 267.33 feet, a chord which bears South $37^{\circ}35'10''$ West, for a distance of 365.90 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 24) South $05^{\circ}05'18''$ East, a distance of 141.57 feet, to a calculated point, at the point-of-curvature of a curve to the left;

- 25) Along said curve to the left, an arc length of 262.13 feet, said curve having a radius of 708.47 feet, a chord which bears South 13°03'00" East, for a distance of 260.64 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 26) South 24°17'03" East, a distance of 255.65 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 27) Along said curve to the right, an arc length of 404.56 feet, said curve having a radius of 305.69 feet, a chord which bears South 09°31'22" West, for a distance of 375.68 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 28) South 46°34'27" West, a distance of 465.31 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 29) Along said curve to the right, an arc length of 121.06 feet, said curve having a radius of 290.57 feet, a chord which bears South 58°54'21" West, for a distance of 120.19 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 30) South 70°02'02" West, a distance of 231.11 feet, to a calculated point, at the point-of-curvature of a curve to the left, and;
- 31) Along said curve to the left, an arc length of 97.38 feet, said curve having a radius of 450.05 feet, a chord which bears South 61°12'23" West, for a distance of 97.19 feet, to an 1/2" iron rod set, lying in the east side of an existing gravel road, same being the east line of the remaining 354.409 acres of the 2,382.445 acre tract, at the point-of-tangency of said curve, marking the south corner of this tract;

THENCE generally along the northeast line of said existing gravel road, common with the southwest line of this tract, and the northeast line of said 354.409 acre tract, the following thirteen (13) courses and distances:

- 1) North 38°12'48" West, a distance of 38.42 feet, to a calculated point, for an angle corner of this tract;
- 2) North 51°04'33" West, a distance of 97.26 feet, to a calculated point, for an angle corner of this tract;
- 3) North 51°47'31" West, a distance of 112.61 feet, at the point-of-curvature of a curve to the right, for an angle corner of this tract;
- 4) Along said curve to the right, an arc length of 116.00 feet, said curve having a radius of 467.45 feet, a chord which bears North 63°47'32" West, for a distance of 115.71 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 5) North 69°13'52" West, a distance of 180.03 feet, to a calculated point, for an angle corner of this tract;
- 6) North 60°21'53" West, a distance of 79.22 feet, to a calculated point, for an angle corner of this tract;

- 7) North 66°34'59" West, a distance of 68.41 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 8) Along said curve to the right, an arc length of 181.40 feet, said curve having a radius of 765.86 feet, a chord which bears North 63°41'00" West, for a distance of 180.98 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 9) North 57°43'57" West, a distance of 61.39 feet, to a calculated point, for an angle corner of this tract;
- 10) North 61°55'50" West, a distance of 102.24 feet, to a calculated point, at the point-of-curvature of a curve to the left, for an angle corner of this tract;
- 11) Along said curve to the left, an arc length of 100.56 feet, said curve having a radius of 115.62 feet, a chord which bears North 49°25'54" West, for a distance of 97.42 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 12) North 29°39'18" West, a distance of 199.04 feet, to a calculated point, for an angle corner of this tract, and;
- 13) North 27°07'10" West, a distance of 430.00 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, North 61°37'15" West, a distance of 64.93 feet, across said gravel road, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, generally along the west line of said existing gravel road, common with the southwest line of this tract and the northeast line of the said 354.409 acre tract, the following eight (8) courses and distances:

- 1) North 05°53'59" East, a distance of 144.16 feet, to a calculated point, at the point-of-curvature of a curve to the left, for an angle corner of this tract;
- 2) Along said curve to the left, an arc length of 166.47 feet, said curve having a radius of 234.93 feet, a chord which bears North 09°09'16" West, for a distance of 163.01 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 3) North 30°08'21" West, a distance of 78.91 feet, to a calculated point, at the point-of-curvature of a curve to the right, for an angle corner of this tract;
- 4) Along said curve to the right, an arc length of 166.75 feet, said curve having a radius of 487.42 feet, a chord which bears North 20°11'39" West, for a distance of 165.93 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 5) North 10°14'55" West, a distance of 68.46 feet, to a calculated point, for an angle corner of this tract;
- 6) North 09°08'25" West, a distance of 137.01 feet, to a calculated point, at the point-of-curvature of a curve to the right, for an angle corner of this tract;

- 7) Along said curve to the right, an arc length of 189.55 feet, said curve having a radius of 376.36 feet, a chord which bears North 00°20'22" East, for a distance of 187.55 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract, and;
- 8) North 12°40'33" East, a distance of 35.83 feet, to 1/2" iron rod set, at the point-of-curvature of a curve to the right, for an angle corner of this tract;

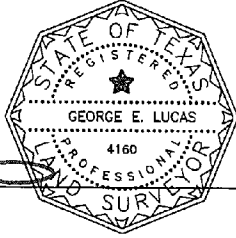
THENCE, North 41°43'39" West, leaving said northeast line of an existing gravel road, a distance of 367.18 feet, through and across said remaining 784.409 acres, to an iron rod set, for an angle corner of this tract;

THENCE, South 89°51'08" West, through and across said remaining 784.409 acres, a distance of 1,822.05 to a 1/2" iron rod set, lying in the east line of a 151.130 acre tract of land, conveyed by General Warranty Deed to Michael A. Douglas and Nancy Childs, recorded in Document No. 201606025396 of the Official Public Records of Comal County, Texas, marking the southwest corner of this tract;

THENCE, North 00°14'59" East, a distance of 2,206.13 feet, along the east line of said 151.130 acre tract, common with the west line of this tract, to an 8" cedar post, lying in the south line of a 241.616 acre tract of land conveyed by General Warranty Deed to 4s Ranch and Cattle, LLC, recorded in Document No. 201106008793 of the Official Public Records of Comal County, Texas, marking the northeast corner of said 151.130 acre tract, for the northwest corner of this tract;

THENCE, North 88°40'43" East, a distance of 2,355.83 feet, along the south line of said 241.646 acre tract, common with the north line of this tract, to a 3/8" iron pipe located near a 6" cedar post, marking the southwest corner said 241.616 acre tract, common with the southwest corner of said 533.144 acre tract, for the north corner of this tract;

THENCE, South 78°32'59" East a distance of 4,824.41 feet, along the south line of said 533.144 acre tract, common with the north line of this tract, to the POINT OF BEGINNING, containing 430.984 acres of land, more or less.

George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: April 30, 2021

**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/10/2021 01:37:11 PM
TERRI 52 Pages(s)
202106047906**



Bobbie Koepp



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

COMAL COUNTY, TEXAS

Declarant: **RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company**

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas.

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this "**Amendment**") is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak as Document No. 202106047906 in the Official Public Records of Comal County, Texas (the "**Declaration**").

B. Pursuant to *Section 8.02* of the Declaration, the Declaration may be amended by Declarant acting alone until expiration or termination of the Development Period. The Development Period has not yet expired.

C. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Hunting.** *Section 2.07* of the Declaration is hereby deleted in its entirety and replaced by the following:

2.07 Hunting. Subject to Applicable Law, an Owner may hunt on his or her own Lot, provided hunting is confined to the use of handguns, shotguns, .22 caliber rifles and bows and arrows. Hunting that would endanger any person or any domestic animal is prohibited. The Association may adopt Rules and Regulations regarding all hunting activities. Notwithstanding the foregoing, the trapping, removal and/or killing of predators in accordance with the Wildlife Management Plan shall be permitted, provided such activities do not endanger any person or domestic animal and are in compliance with the Restrictions and Applicable Law.

2. **Construction of Improvements.** A new sentence is added to the end of *Section 3.01* of the Declaration as follows:

Notwithstanding any term in this Declaration or the other Restrictions to the contrary, in no event may any Lot be re-subdivided if any Lot resulting from the re-subdivision will be less than twenty (20) acres in size.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this

Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas.

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC,
a Texas limited liability company

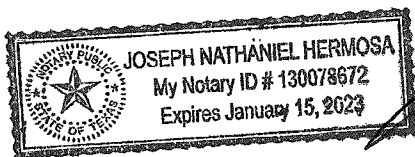
By: *Michael Clinard*
Printed Name: Michael Clinard
Title: Manager

STATE OF TEXAS §

COUNTY OF Hays §

This instrument was acknowledged before me on the 8th day of December, 2021, by Michael Clinard Manager of Ranches At Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



Joseph Nathaniel Hermosa
Notary Public, State of Texas

**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/09/2021 10:47:01 AM
LAURA 4 Pages(s)
202106062819**



Bobbie Koepp

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this "Amendment") is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106062819 in the Official Public Records of Comal County, Texas (collectively, the "Declaration").

B. Pursuant to *Section 8.02* of the Declaration, the Declaration may be amended by Declarant acting alone until expiration or termination of the Development Period. The Development Period has not yet expired.

C. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Joint Use Access Driveways - Exhibit "B"**. *Exhibit "B"* of the Declaration is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto.

2. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC,
a Texas limited liability company.

By: *Michael Clinard*

Printed Name: Michael Clinard

Title: President

STATE OF TEXAS

§

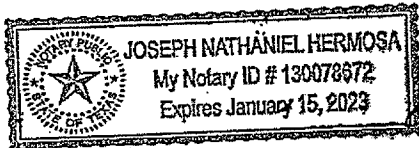
COUNTY OF Hays

§

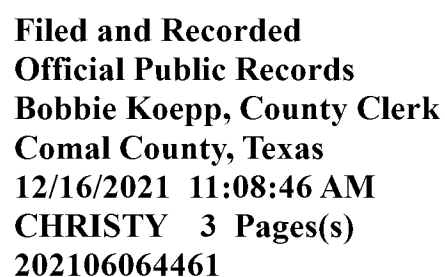
S.H. ①
(Michael)

This instrument was acknowledged before me on the 16th day of December, 2021, by Mike Clinard, President of Ranches At Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



Joseph Nathaniel Hermosa
Notary Public, State of Texas



Bobbie Koepf



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

COMAL COUNTY, TEXAS

Declarant: RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106062819 in the Official Public Records of Comal County, Texas, and by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106064461 in the Official Public Records of Comal County, Texas.

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this "**Amendment**") is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106062819 in the Official Public Records of Comal County, Texas, and by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106064461 in the Official Public Records of Comal County, Texas (collectively, the "**Declaration**").

B. Pursuant to *Section 8.02* of the Declaration, the Declaration may be amended by Declarant acting alone until expiration or termination of the Development Period. The Development Period has not yet expired.

C. Pursuant to *Section 7.02* of the Declaration, Declarant may, at any time and from time to time, add additional lands to the Property and the jurisdiction of the Association and to make such additional land subject to the terms and provisions of the Declaration.

D. Declarant desires to amend the Declaration and subject additional land to the terms and provisions of the Declaration, as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Property – Exhibit "A"**. The property described on Exhibit "A" attached hereto and incorporated herein (the "**Added Land**") is hereby added to the Property described on Exhibit "A" of the Declaration. The Added Land is hereby considered Property (as defined in the Declaration) and is subject to the terms and provisions of the Declaration and to the jurisdiction of the Association. The terms, covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Added Land. This Amendment constitutes a notice of addition of land pursuant to *Section 7.02* of the Declaration.

2. **Joint Use Access Driveways - Exhibit "B"**. Exhibit "B" of the Declaration is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto.

3. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein

shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC,
a Texas limited liability company

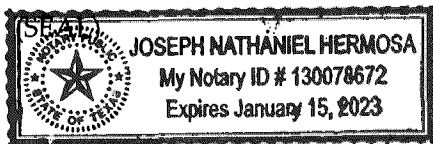
Michael H. Clinard

By: _____
Printed Name: Michael H. Clinard
Title: President

STATE OF TEXAS §

COUNTY OF Hays §

This instrument was acknowledged before me on the 3 day of May, 2022, by Michael H. Clinard President of Ranches At Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.



Joseph Nathaniel Hermosa
Notary Public, State of Texas

EXHIBIT "A"
ADDED LAND

[SEE ATTACHED]

Exhibit "A"

BEING A 250.186 ACRE TRACT OF LAND, BEING 211.647 ACRES OUT OF THE MARIA EMPORA ABSTRACT NO. 5, SURVEY NO. 3, AND 38.539 ACRES OUT OF THE TEXAS CENTRAL RAILROAD CO. SURVEY NO. 945, ABSTRACT 832, BEING THE REMAINING 250.186 ACRES OF THAT CERTAIN 2,382.445 ACRES OF LAND, MORE OR LESS, CONVEYED BY SPECIAL WARRANTY DEED TO RIO BLANCO PROPERTIES 2018, LLC, IN DOCUMENT NO. 201906011326 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EAST LINE OF A 151.130 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 201606025396 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, MARKING THE SOUTHWEST CORNER OF A 430.984 ACRE TRACT CONVEYED TO MICHAEL A. DOUGLAS AND NACY CHILDS AS RECORDED IN DOCUMENT NO. 201906029019 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 89°51'08" EAST ALONG THE SOUTH LINE OF SAID 430.984 ACRE TRACT A DISTANCE OF 1,822.05 TO A 1/2" IRON ROD FOUND MAKING AN ANGLE CORNER OF SAID 430.984 ACRE TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, SOUTH 41°43'39" EAST A DISTANCE OF 367.18 FEET TO AN IRON ROD FOUND, MAKING AN ANGLE CORNER OF SAID 430.984 ACRE TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE GENERALLY ALONG THE WEST LINE OF AN EXISTING GRAVEL ROAD, COMMON WITH THE SOUTHWEST LINE OF SAID 430.984 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) SOUTH 12°40'33" WEST, A DISTANCE OF 35.83 FEET, TO A CALCULATED POINT AT A POINT-OF-CURVATURE OF A CURVE TO THE LEFT, FOR AN ANGLE CORNER OF THIS TRACT
- 2) ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 189.55 FEET, SAID CURVE HAVING A RADIUS OF 376.36 FEET, A CHORD WHICH BEARS SOUTH 00°20'22" WEST, FOR A DISTANCE OF 187.55 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;
- 3) SOUTH 09°08'25" EAST, A DISTANCE OF 137.01 FEET, TO A CALCULATED POINT FOR AN ANGLE CORNER OF THIS TRACT;
- 4) SOUTH 10°14'55" EAST, A DISTANCE OF 68.46 FEET, TO A CALCULATED POINT AT A POINT-OF-CURVATURE OF A CURVE TO THE LEFT, FOR AN ANGLE CORNER OF THIS TRACT;
- 5) ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 166.75 FEET, SAID CURVE HAVING A RADIUS OF 487.42 FEET, A CHORD WHICH BEARS SOUTH 20°11'39" EAST, FOR A DISTANCE OF 165.93 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;
- 6) SOUTH 30°08'21" EAST, A DISTANCE OF 78.91 FEET, TO A CALCULATED POINT AT THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT, FOR AN ANGLE CORNER OF THIS TRACT;

Exhibit "A"

7) ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 166.47 FEET, SAID CURVE HAVING A RADIUS OF 234.93 FEET, A CHORD WHICH BEARS SOUTH 09°09'16" EAST, FOR A DISTANCE OF 163.01 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT, AND;

8) SOUTH 05°53'59" WEST, A DISTANCE OF 144.16 FEET, TO A 1/2" IRON ROD FOUND, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, SOUTH 61°37'15" EAST, A DISTANCE OF 64.93 FEET, ACROSS SAID GRAVEL ROAD, TO A 1/2" IRON ROD SET, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, GENERALLY ALONG THE NORTHEAST LINE OF SAID EXISTING GRAVEL ROAD, COMMON WITH THE NORTHEAST LINE OF THIS TRACT AND THE SOUTHWEST LINE OF THE SAID 430.984 ACRE TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) SOUTH 27°07'10" EAST, A DISTANCE OF 430.00 FEET, TO A CALCULATED POINT, FOR AN ANGLE CORNER OF THIS TRACT;

2) SOUTH 29°39'18" EAST, A DISTANCE OF 199.04 FEET, TO A CALCULATED POINT AT A POINT-OF-CURVATURE OF A CURVE TO THE LEFT, FOR AN ANGLE CORNER OF THIS TRACT;

3) ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 100.56 FEET, SAID CURVE HAVING A RADIUS OF 115.62 FEET, A CHORD WHICH BEARS SOUTH 49°25'54" EAST, FOR A DISTANCE OF 97.42 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;

4) SOUTH 61°55'50" EAST, A DISTANCE OF 102.24 FEET, TO A CALCULATED POINT FOR AN ANGLE CORNER OF THIS TRACT;

5) SOUTH 57°43'57" EAST, A DISTANCE OF 61.39 FEET, TO A CALCULATED POINT AT A POINT-OF-CURVATURE TO THE LEFT, FOR AN ANGLE CORNER OF THIS TRACT;

6) ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 181.40 FEET, SAID CURVE HAVING A RADIUS OF 765.86 FEET, A CHORD WHICH BEARS SOUTH 63°41'00" EAST, FOR A DISTANCE OF 180.98 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;

7) SOUTH 66°34'59" EAST, A DISTANCE OF 68.41 FEET, TO A CALCULATED POINT, FOR AN ANGLE POINT OF THIS TRACT;

8) SOUTH 60°21'53" EAST, A DISTANCE OF 79.22 FEET, TO A CALCULATED POINT, FOR AN ANGLE CORNER OF THIS TRACT;

9) SOUTH 69°13'52" EAST, A DISTANCE OF 180.03 FEET, TO A CALCULATED POINT AT THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT, FOR AN ANGLE CORNER OF THIS TRACT;

10) ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 116.00 FEET, SAID CURVE HAVING A RADIUS OF 467.45 FEET, A CHORD WHICH BEARS SOUTH 63°47'32" EAST, FOR A DISTANCE OF 115.71 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;

Exhibit "A"

11) SOUTH $51^{\circ}47'31''$ EAST, A DISTANCE OF 112.61 FEET, FOR AN ANGLE CORNER OF THIS TRACT;

12) SOUTH $51^{\circ}04'33''$ EAST, A DISTANCE OF 97.26 FEET, TO A CALCULATED POINT, FOR AN ANGLE CORNER OF THIS TRACT, AND;

13) SOUTH $38^{\circ}12'48''$ EAST, A DISTANCE OF 38.42 FEET, TO $1/2''$ IRON ROD FOUND, ON A CURVE TO THE LEFT, LYING IN THE WEST LINE OF A 60 FOOT RIGHT-OF-WAY EASEMENT RECORDED IN DOCUMENT NUMBER 202006059428 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, FOR EAST CORNER OF THIS TRACT;

THENCE ALONG SOUTHEAST LINE OF THIS TRACT AND GENERALLY ALONG THE WEST LINE OF SAID 60 FOOT RIGHT-OF-WAY EASEMENT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1) ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 236.42 FEET, SAID CURVE HAVING A RADIUS OF 450.05 FEET, A CHORD THAT BEARS SOUTH $39^{\circ}57'30''$ WEST, FOR A DISTANCE OF 233.71 FEET TO A $1/2''$ IRON ROD SET, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;

2) SOUTH $24^{\circ}51'59''$ WEST, A DISTANCE OF 428.83 FEET TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT;

3) SOUTH $27^{\circ}26'38''$ WEST, A DISTANCE OF 388.33 FEET TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT;

4) SOUTH $29^{\circ}11'01''$ WEST, A DISTANCE OF 52.48 FEET TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT;

5) SOUTH $32^{\circ}39'45''$ WEST, A DISTANCE OF 74.57 FEET TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT;

6) SOUTH $35^{\circ}49'29''$ WEST, A DISTANCE OF 108.04 FEET TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT;

7) SOUTH $35^{\circ}34'41''$ WEST, A DISTANCE OF 70.81 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE LEFT, TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT;

8) ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 424.19 FEET, SAID CURVE HAVING A RADIUS OF 706.40 FEET, A CHORD WHICH BEARS SOUTH $16^{\circ}28'33''$ WEST, FOR A DISTANCE OF 417.85 FEET, TO $1/2''$ IRON ROD SET, AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;

9) SOUTH $00^{\circ}47'23''$ EAST, A DISTANCE OF 24.20 FEET TO A $1/2''$ IRON ROD SET FOR AN ANGLE CORNER OF THIS TRACT, AND;

10) SOUTH $06^{\circ}24'00''$ EAST, A DISTANCE OF 78.92 FEET TO A $1/2''$ IRON ROD SET IN THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET NO. 32, A PUBLIC ROAD, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE ALONG THE SOUTH LINE OF THIS TRACT, COMMON WITH THE SAID NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET NO. 32, SOUTH $77^{\circ}06'33''$ WEST, A DISTANCE OF

Exhibit "A"

439.52 FEET TO A POINT-OF-CURVATURE TO THE RIGHT, TO A 1/2" IRON ROD SET FOR AN ANGLE POINT OF THIS TRACT;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 2,327.91 FEET, SAID CURVE HAVING A RADIUS OF 2,805.92 FEET, A CHORD THAT BEARS NORTH 79°07'54" WEST, FOR A DISTANCE OF 2,261.72 FEET TO A 1/2" IRON ROD SET AT THE POINT-OF-TANGENCY OF SAID CURVE, FOR AN ANGLE CORNER OF THIS TRACT;

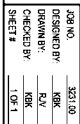
THENCE NORTH 56°21'44" WEST, A DISTANCE OF 110.91 FEET TO A 1/2" IRON ROD SET IN THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET NO. 32, MARKING THE SOUTHEAST CORNER OF A CALLED 50 ACRE TRACT OF LAND CONVEYED TO STEPHEN WAYNE ALDRED MARITAL TRUST AS RECORDED IN DOCUMENT NUMBER 201406018477 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE ALONG THE WEST LINE OF THIS TRACT, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET NO. 32, NORTH 00°04'43" EAST, A DISTANCE OF 2,035.74 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 50 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE AFORE MENTIONED 151.130 ACRE TRACT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE ALONG THE WEST LINE OF THIS TRACT, THE EAST LINE OF SAID 151.130 ACRE TRACT, NORTH 00°14'59" EAST, A DISTANCE OF 1,620.51 FEET TO THE POINT OF BEGINNING CONTAINING 250.186 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"
JOINT USE ACCESS DRIVEWAYS

[SEE ATTACHED]



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**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/05/2022 03:38:38 PM
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202206021296**



Bobbie Koepp



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

COMAL COUNTY, TEXAS

Declarant: **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended.

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this "**Amendment**") is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended (collectively, the "**Declaration**").

B. Pursuant to *Section 8.02* of the Declaration, the Declaration may be amended by Declarant acting alone until expiration or termination of the Development Period. The Development Period has not yet expired.

C. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Animals and Household Pets.** *Section 2.06 (a)* is hereby deleted in its entirety and replaced with the following:

(a) **Dogs and Cats.** No Owner or Resident may keep on such Owner's or Resident's Lot more than four (4) cats and dogs, in the aggregate. No dogs or cats will be allowed on the Property other than within the Owner's or Resident's residence or yard area of the Lot associated therewith, unless confined to a leash. All dogs and cats must be registered, licensed and inoculated as required by Applicable Law. No dog or cat may be allowed to become a nuisance to other Owners, including without limitation, barking or making noise for an unreasonable period of time.

2. **Home Site Approval.** *Section 2.02* of the Declaration is hereby deleted in its entirety and replaced by the following.

2.02 **Home Site Approval.** The ACC may: (i) designate a home site area on each Lot to restrict construction of a residence and related appurtenances within such home site; and (ii) limit or restrict the clearing of trees within the home site area. Notwithstanding the foregoing, the ACC shall consider any application for a home site so long as the residence is not proposed to be constructed within one hundred feet (100') of the boundary of the Lot.

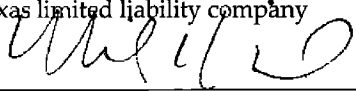
3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein

shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC,
a Texas limited liability company

By: 

Printed Name: Michael Clinard

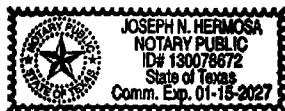
Title: Managing Member

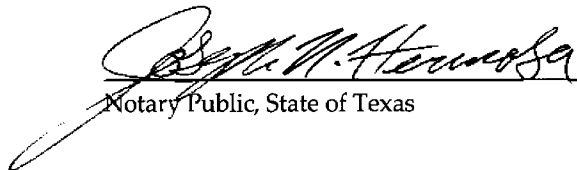
STATE OF TEXAS §

COUNTY OF Hays §

This instrument was acknowledged before me on the 5th day of January, 2023, by Michael Clinard, Managing Member of Ranches At Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public, State of Texas

**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/05/2023 11:46:18 AM
TERRI 3 Pages(s)
202306000585**



Bobbie Koepp



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

COMAL COUNTY, TEXAS

Declarant: RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended.

**FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this "**Amendment**") is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended (collectively, the "**Declaration**").

B. Pursuant to *Section 8.02* of the Declaration, the Declaration may be amended by Declarant acting alone until expiration or termination of the Development Period. The Development Period has not yet expired.

C. Pursuant to *Section 6.05(b)* of the Declaration, Declarant reserved the right to relocate, alter, or otherwise change the Joint Use Access Driveways by amending the Declaration in accordance therewith.

D. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Easement for Joint Use Access Driveways.** *Section 6.05* of the Declaration is hereby deleted in its entirety and replaced by the following:

6.05 Easement for Joint Use Access Driveways.

(i) **Right-of-Way Easement Creation.** Declarant hereby reserves for itself, the Association, and the Owners of the Lots identified as tract numbers 4, 5, 6, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20, 21, 23 and 24 (the "**Servient Lots**") on Exhibit "B", attached hereto (the "**Land Plan**"), a perpetual, non-exclusive easement and right-of-way over and across the areas depicted on the Land Plan as Joint Use Access Driveways, in accordance with and subject to the provisions in *Section 6.05(ii)* and *Section 6.05(iii)* below.

(ii) **Rights and Restrictions on Use.** Each Owner, Member, Resident and their guests and invitees may use the Joint Use Access Driveways for pedestrian and vehicular ingress and egress to and from the Servient Lots and the Property, provided, however, that parking within the Joint Use Access Driveways shall be prohibited. "Parking" as used herein shall be defined as a vehicle left unattended for more than

thirty (30) consecutive minutes. Notwithstanding the foregoing, commercial vehicles may be parked temporarily on the Joint Use Access Driveways during normal business hours for the purpose of serving any Lot; provided, however, no such vehicle shall remain on the Joint Use Access Driveways overnight unless prior written consent of the Board is first obtained. The Joint Use Access Driveways shall also provide perpetual access across the Property for police and other emergency vehicles, public and private utility maintenance and service personnel, solid waste collection services, the U.S. Postal Service, and government employees in the exercise of their official duties. The Joint Use Access Driveways are subject to reasonable rules adopted from time to time by the Association, provided that such rules will in no event unreasonably interfere with use of the Joint Use Access Driveways and such rules shall be applied uniformly on a non-discriminatory basis between all Lots.

(iii) Additional Maintenance of Joint Use Access Driveways. At all times, the Association, Owners, Residents and their guests and invitees shall use the Joint Use Access Driveways in such a way that shall not unreasonably interfere, in the Board's sole discretion, with the use of the Servient Lots for residential purposes in accordance with this Declaration. The Association will maintain and perform, at its sole cost and expense, any and all work (including repair work) for the continuing operation of the Joint Use Access Driveways in accordance with terms set forth in this Declaration and all amendments of record thereto, and of that certain Roadway Maintenance and Easement Declaration, recorded in the Official Records of Comal County, Texas, as Document No. 202206040844, and all amendments or record thereto. In addition, the Owners of those Lots that touch, adjoin, or include the Joint Use Access Driveways, shall be responsible for maintaining the vegetated pervious portions of the Joint Use Access Driveways immediately in front of, below, or included within each respective Lot. Such maintenance responsibility includes, but is not limited to, mowing, edging, weed treatment and all other maintenance necessary to conform with the Declaration, any Design Guidelines or any other landscaping standards adopted by the Association. Those Owners having the maintenance responsibilities described above shall include the Owners of Lots 4, 5, 6 and 7 for the Joint Use Access Driveway (called El Rancho Rd, and as more particularly described on Exhibit C-2 attached hereto) that touches, adjoins, or includes those Lots; the Owners of tracts 8, 9, 10, 11 and 12 for the Joint Use Access Driveway (called Grotto Creek Ct, and as more particularly described on Exhibit C-3 attached hereto) that touches, adjoins, or includes those Lots; Owners of tracts 16, 17, 18, 19 and 24 for the Joint Use Access Driveway (called Scout Creek Ct, and as more particularly described on Exhibit C-4 attached hereto) that touches, adjoins, or includes those Lots; and the Owners of tracts 18, 20, 21, 23, 24 and 25 for the Joint Use Access Driveway (called Sentry Pt, and as more particularly described on Exhibit C-1 attached hereto) that touches, adjoins, or includes those Lots. Maintenance responsibility shall run with the land and be the responsibility of each heir, successor or assign of said Lot ownership interest. In the event of a dispute concerning the maintenance obligations in this *Section 6.05(iii)*, the Board's determination shall be final, binding, and conclusive.

Unless installed or constructed by Declarant, no Improvements may be placed or constructed within the Joint Use Access Driveways by any Owner without the advance written consent of the ACC.

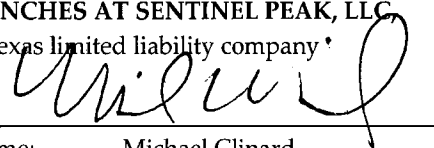
2. **Replacement of Exhibit "B"**. Exhibit "B" to the Declaration is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto.

3. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC
a Texas limited liability company *

By: 

Name: Michael Clinard

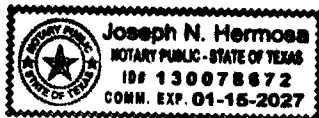
Title: President

STATE OF TEXAS §

COUNTY OF Hayes §

This instrument was acknowledged before me on the 23 day of March, 2023, by Michael Clinard President of Ranches At Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



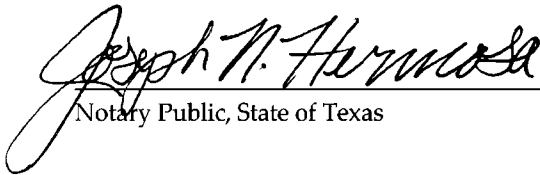

Notary Public, State of Texas

EXHIBIT "B"
LAND PLAN AND JOINT USE ACCESS DRIVEWAYS

[attached]

EXHIBIT C-1

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.

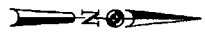
2. METES AND BOUNDS WERE PREPARED BY SEPARATE INSTRUMENT

3. SEE SHEET 6 FOR CURVE AND LINE TABLES.

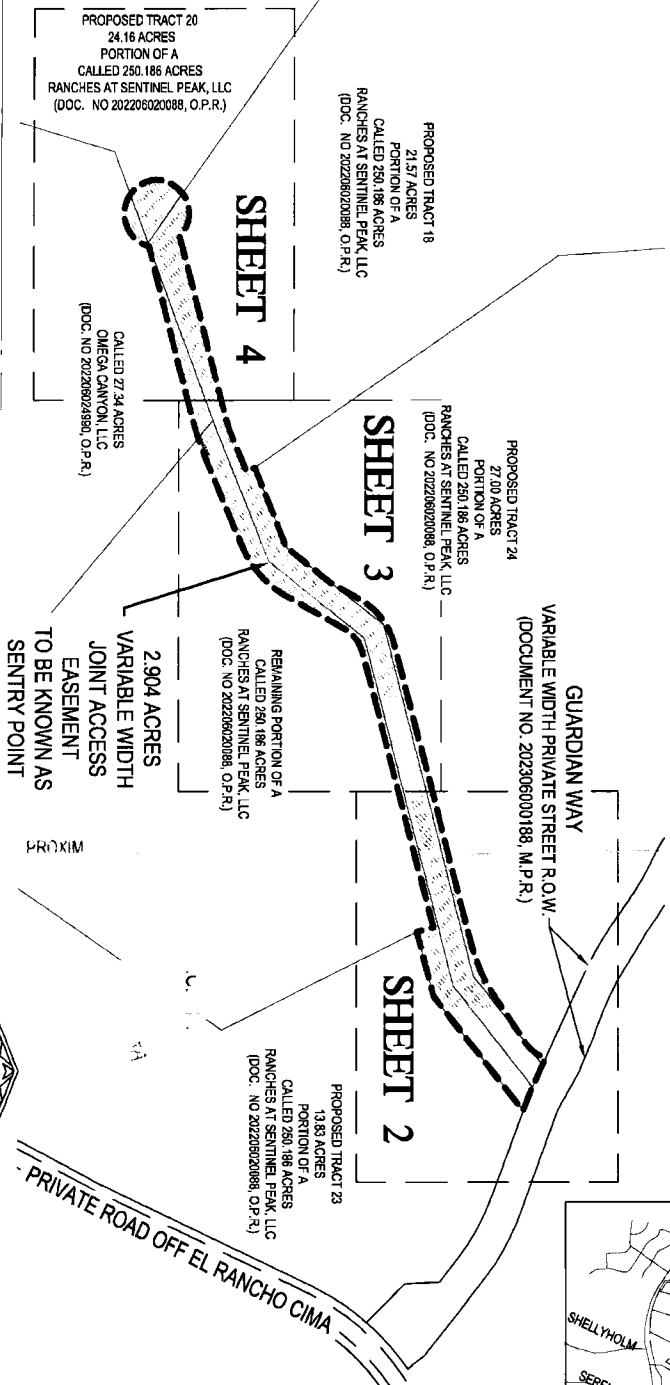
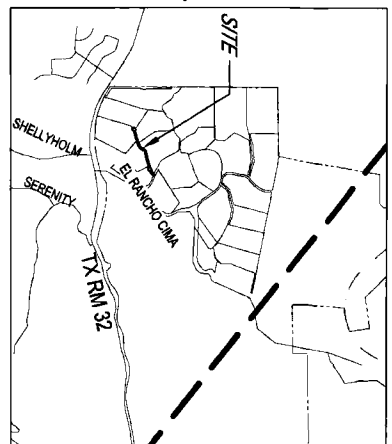
EXHIBIT OF

A VARIABLE WIDTH JOINT ACCESS EASEMENT (V.W.J.A.E.), BEING A 2.904 ACRE TRACT OF LAND, LOCATED IN THE MARIA AMPARA SURVEY NO. 3, ABSTRACT NO. 5, AND THE T.C. R.R. CO. SURVEY SECTION NO. 945, ABSTRACT NO. 832, COMAL COUNTY TEXAS, AND ALSO BEING ACROSS A CALLED 250.186 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206020088 AND A CALLED 27.34 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206024990, BOTH OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

SCALE: 1" = 300'



LOCATION MAP



MATKINHOVER

ENGINEERING & SURVEYING

OFFICE LOCATIONS:

HOUSTON, TEXAS 77009
SHEPARD ROAD, SUITE 300
KATY, TEXAS 77450
KATY RD. 261-0009

HOUSTON, TEXAS 77061
10011 SHILOH ROAD, SUITE F
HOUSTON, TEXAS 77036

HOUSTON, TEXAS 77058
REGISTERED SURVEYING FIRM #10-904347

HOUSTON, TEXAS 77058
REGISTERED SURVEYING FIRM #10-904340

HOUSTON, TEXAS 77058
REGISTERED ENGINEERING FIRM #10-05112

HOUSTON, TEXAS 77058
REGISTERED CONSULTANTS

HOUSTON, TEXAS 77058
REGISTERED CONSULTANTS

HOUSTON, TEXAS 77058
REGISTERED CONSULTANTS

SHEET 1 OF 5



KYE L. PRESSLER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6528
 KYE.PRESSLER@QAM.TXNCDR.COM
 JOB NO. 21-1080 - 2.904 VARIABLE WIDTH ACCESS EASEMENT
 DATE: MARCH 9, 2023

ENGINEERING & SURVEYING

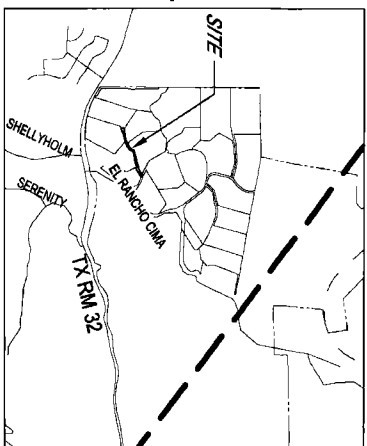
ENGINEER & SURVEYORS

1000 SHELL ROAD SUITE 300
BOERNE, TEXAS 78006
PHONE: 512-491-6600 FAX: 512-491-2096
OFFICE: 512-368-1244

GEORGE D. TEXAS REGISTERED SURVEYING PRM # 101945-157
BOERNE, TEXAS REGISTERED SURVEYING PRM # 11002-1000
BOERNE, TEXAS REGISTERED SURVEYING PRM # 1004512

CIVIL ENGINEERS SURVEYORS
CONSTRUCTION MANAGERS LAND MANAGERS
CONSULTANTS

SHEET 2 OF 5



LOCATION MAP

SCALE: 1" = 100'

LEGEND

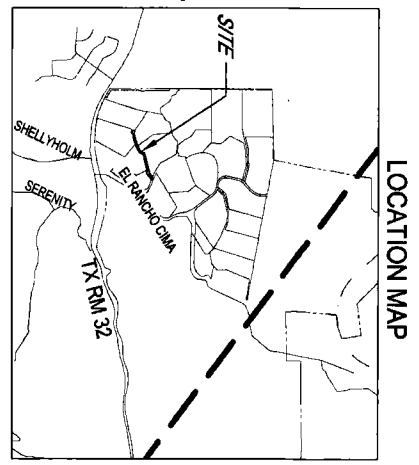
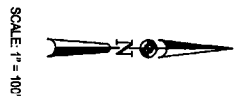
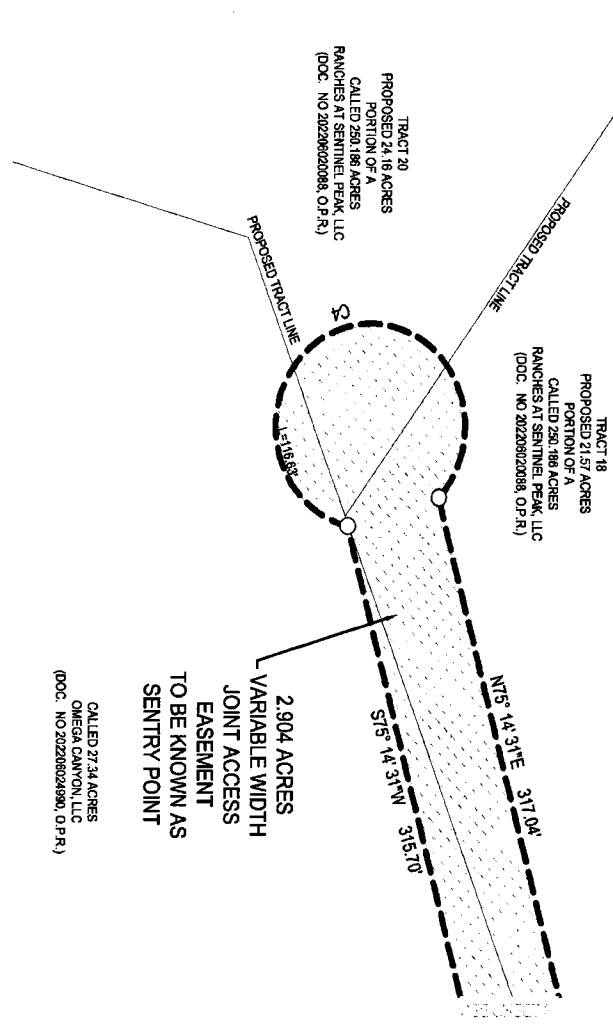
P.O.B.

**POINT OF BEGINNING
SET 1 1/2" IRON ROD WITH A YELLOW
"JM MATKIN EASEMENT" PLASTIC CAP**

SCALE: 1" = 100'

MATKINHOVER
 HEADQUARTERS
 10000 S. GULF Fwy, Suite 300
 Houston, Texas 77056
 OFFICE: 281.346.0900 FAX: 281.346.0909
 10000 S. GULF Fwy, Suite 300
 Houston, Texas 77056
 OFFICE: 281.346.0900 FAX: 281.346.0909

**ENGINEERING
& SURVEYING**
 A REGISTERED SURVEYING FIRM P.009447
 BOARD OF SURVEYING ENGINEERS
 10000 S. GULF Fwy, Suite 300
 Houston, Texas 77056
 OFFICE: 281.346.0900 FAX: 281.346.0909
 CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS
 CONSULTANTS



- LEGEND
- SET 1/2" IRON ROD WITH A YELLOW
"JM MATKIN EASEMENT" PLASTIC CAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	70.00'	56.80'	46°29'31"	S52° 00' 46"W	55.26'
C2	180.00'	119.40'	38°00'27"	S47° 46' 14"W	117.23'
C3	530.00'	78.33'	8°28'04"	S71° 00' 28"W	78.26'
C4	60.00'	314.14'	299°59'00"	N16° 02' 40"E	60.02'
C5	470.00'	69.46'	8°28'04"	N71° 00' 29"E	69.40'
C6	130.00'	105.49'	46°29'31"	N62° 00' 46"E	102.62'
C7	270.00'	91.56'	19°25'41"	N65° 32' 41"E	91.11'
C8	70.00'	37.32'	30°32'34"	N40° 33' 33"E	36.87'
C9	430.00'	33.91'	4°31'05"	S66° 58' 18"E	33.90'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14° 44' 29"W	31.15'
L2	N65° 46' 27"E	50.82'
L3	N23° 13' 33"W	17.09'
L4	N07° 52' 04"E	104.93'
L5	N28° 46' 00"E	60.10'
L6	N25° 17' 16"E	12.08'
L7	S64° 42' 44"E	60.00'
L8	S69° 13' 51"E	9.30'

12220 MAIN STREET
 BOHEMIA, TEXAS 79006
 PHONE: 817.707.2626 FAX: 817.346.0099
 1303 SHELL ROAD SUITE 1
 BOHEMIA, TEXAS 79008
 OFFICE: 512.868.1272

**ENGINEERING
& SURVEYING**

GEORGETOWN, TEXAS REGISTRED SURVEYING FIRM # 0194347
 BOHEMIA, TEXAS REGISTRED SURVEYING FIRM # 0004003
 BOHEMIA, TEXAS REGISTRED SURVEYING FIRM # 0004003
 CIVIL ENGINEERS SURVEYORS LAND PLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS

**FIELD NOTES FOR A VARIABLE WIDTH JOINT ACCESS EASEMENT
(BEING 2.904 ACRES OF LAND)**

A **Variable Width Joint Access Easement (V.W.J.A.E.)**, being a **2.904 acre** tract of land, located in the Maria Ampara Survey No. 3, Abstract No. 5, and the T.C. R.R. Co. Survey Section No. 945, Abstract No. 832, Comal County Texas, and also being across a called 250.186 acre tract of land as described of record in Document No. 202206020088 and a called 27.34 acre tract of land as described of record in Document No. 202206024990, both of the Official Public Records of Comal County, Texas. Said **Variable Width Joint Access Easement** being more particularly described by metes and bounds as follows:

BEGINNING at a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" in the southwest right-of-way line of Guardian Way, a variable width private street as shown on the Ranches at Sentinel Peak Subdivision Plat of record in Document No. 202306000188 of the Map and Plat Records of Comal County, Texas and for a northeast corner of the easement described herein, from which a found $\frac{1}{2}$ " iron rod with a yellow plastic cap in a northerly right-of-way line of a 60' right-of-way easement as described of record in Document No. 202006059428 of the Official Public Records of Comal County, Texas, at the south corner of a called 20.25 acre tract of land as described of record in Document No. 202106064859 of the Official Public Records of Comal County, Texas, for the southeast corner of said 250.186 acre tract and for the east corner of said Guardian Way bears, S 65° 19' 43" E, a distance of 506.32 feet;

THENCE: Departing said right-of-way line and across said 250.186 acre tract, the following nine (9) courses:

1. S 51° 07' 39" W, a distance of 263.34 to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle,
2. S 75° 22' 06" W, a distance of 119.55 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle,
3. N 14° 44' 29" W, a distance of 31.16 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for interior corner,
4. S 75° 15' 31" W, a distance of 506.36 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
5. With a tangent curve to the left having a radius of 70.00 feet, an arc length of 56.80 feet, a delta angle of 046° 29' 31" and a chord bears, S 52° 00' 46" W, a distance of 55.26 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
6. S 28° 46' 00" W, a distance of 124.55 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
7. With a tangent curve to the right having a radius of 180.00 feet, an arc length of 119.40 feet, a delta angle of 038° 00' 27" and a chord bears, S 47° 46' 14" W, a distance of 117.23 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
8. S 66° 46' 27" W, a distance of 171.82 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature, and
9. With a tangent curve to the right having a radius of 530.00 feet, at an arc length of 39.55 feet passing the northeast line of said 27.34 acre tract and continuing across said 27.34 acre tract, for a total arc length of 78.33 feet, a delta angle of 008° 28' 04" and a chord bears, S 71° 00' 29" W, a distance of 78.26 feet to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency and a southwest corner of the easement described herein;

THENCE: Continuing across said 27.34 acre tract, the following two (2) courses:

1. S 75° 14' 31" W, a distance of 315.70 feet to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a point of curvature, and
2. With a non-tangent curve to the right having a radius of 60.00 feet, at an arc length of 116.63 feet, passing the northwest line of said 27.34 acre tract and across said 250.186 acre tract, for a total arc length of 314.14 feet, a delta angle of 299° 59' 00" and a chord bears, N 16° 02' 40" W, a distance of 60.02 feet to a set $\frac{1}{2}$ " iron rod

with a yellow plastic cap stamped "JM Matkin Easement" for a point of non-tangency and a northwest corner of the easement described herein;

THENCE: Continuing across said 250.186 acre tract, the following thirteen (13) courses:

1. **N 75° 14' 31" E**, a distance of **317.04 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle,
2. With a tangent curve to the left having a radius of **470.00 feet**, an arc length of **69.46 feet**, a delta angle of **008° 28' 04"** and a chord bears, **N 71° 00' 29" E**, a distance of **69.40 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature for a point of tangency
3. **N 66° 46' 27" E**, a distance of **50.82 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for interior corner,
4. **N 23° 13' 33" W**, a distance of **17.09 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for exterior corner,
5. **N 67° 46' 20" E**, a distance of **153.84 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle,
6. **N 37° 52' 04" E**, a distance of **104.93 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle,
7. **N 28° 46' 00" E**, a distance of **60.10 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
8. With a tangent curve to the right having a radius of **130.00 feet**, an arc length of **105.49 feet**, a delta angle of **046° 29' 31"** and a chord bears, **N 52° 00' 46" E**, a distance of **102.62 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
9. **N 75° 15' 31" E**, a distance of **557.62 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
10. With a tangent curve to the left having a radius of **270.00 feet**, an arc length of **91.55 feet**, a delta angle of **019° 25' 41"** and a chord bears, **N 65° 32' 41" E**, a distance of **91.11 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
11. **N 55° 49' 51" E**, a distance of **106.48 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
12. With a tangent curve to the left having a radius of **70.00 feet**, an arc length of **37.32 feet**, a delta angle of **030° 32' 34"** and a chord bears, **N 40° 33' 33" E**, a distance of **36.87 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency, and
13. **N 25° 17' 16" E**, a distance of **12.08 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" in said southwest right-of-way line of Guardian Way and for a northerly corner of the easement described herein;

THENCE: With said right-of-way line, the following three (3) courses:

1. **S 64° 42' 44" E**, a distance of **60.00 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
2. With a non-tangent curve to the left having a radius of **430.00 feet**, an arc length of **33.91 feet**, a delta angle of **004° 31' 08"** and a chord bears, **S 66° 58' 18" E**, a distance of **33.90 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency, and
3. **S 69° 13' 51" E**, a distance of **9.30 feet** the **POINT OF BEGINNING** and containing **2.904 acres** of land situated in Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 21-4080 – V.W.J.A.E. - 2.904 Acres

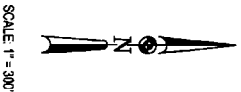
Date: March 9, 2023

EXHIBIT C-2

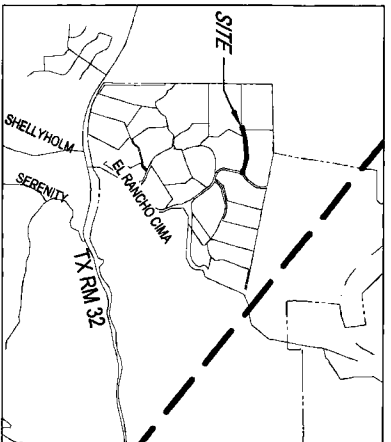
NOTES
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. METES AND BOUNDS WERE PREPARED BY SEPARATE INSTRUMENT.

EXHIBIT OF

A VARIABLE WIDTH JOINT ACCESS EASEMENT, BEING A 4.004 ACRE TRACT OF LAND, LOCATED IN THE MARIA AMPARA SURVEY NO. 3, ABSTRACT 5, AND THE T.C. RR. CO. SURVEY SECTION NO. 945, ABSTRACT 832, COMAL COUNTY, TEXAS, AND ALSO BEING ACROSS A CALLED 32.86 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206026304, A CALLED 47.01 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206006439, A CALLED 41.97 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206000065 AND A CALLED 37.54 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2022060077005, ALL OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.



LOCATION MAP



CALLED 41.97 ACRES
BURESON LAND COMPANY, INC.
(DOC. NO 202206000065, O.P.R.)

CALLED 37.54 ACRES
DNL TEXAS INVESTMENTS, LLC
(DOC. NO 202206007705, O.P.R.)

SHEET 4

SHEET 3

SHEET 2

CALLED 47.01 ACRES
OQA-WIM, LLC
(DOC. NO 202206006439, O.P.R.)

CALLED 54.15 ACRES
KNOWN AS
SENTINEL PEAK
HAYS COUNTY
(DOC. NO 202206024833, O.P.R.)

4.004 ACRES
VARIABLE WIDTH
JOINT ACCESS
EASEMENT
TO BE KNOWN AS
EL RANCHO RD.

CALLED 32.86 ACRES
OQA-WIM, LLC
(DOC. NO 202206026304, O.P.R.)

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N64° 19' 03"W	91.98'	
L2	N22° 34' 25"W	39.75'	
L3	S78° 16' 25"W	165.34'	
L4	N13° 43' 35"W	122.58'	

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING
C1	530.00'	156.87'	16°59'15"	S34° 09' 05"W
				CHORD LENGTH
				156.11'

MATKINHOVER
ENGINEERING
& SURVEYING
16001 ARTES
SUITE 300
BOHEME, TEXAS 78006
OFFICE: 850.29.0060 FAX: 850.29.0099
GEOGRAPHIC: 850.29.0060
OFFICE: 512.868.1244
GEOGRAPHIC: 512.868.1244
REGISTERED PROFESSIONAL SURVEYOR #10191347
REGISTERED PROFESSIONAL ENGINEER #10191347
BOHEME, TEXAS REGISTERED ENGINEERING FIRM #100412
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

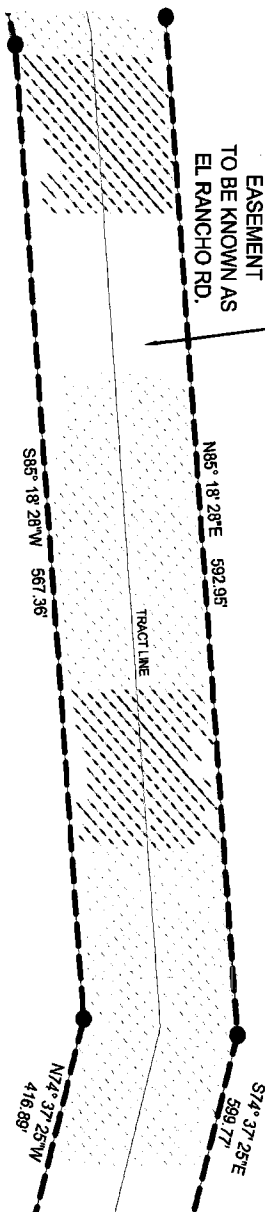
SHEET 1 OF 4



Kyle L. Pressler
KYLE L. PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOVER.COM
DATE: MARCH 9, 2023
JOB NO. 21-4080 - 4.004 ACRES VARIABLE WIDTH JOINT ACCESS EASEMENT

4.004 ACRES
VARIABLE WIDTH
JOINT ACCESS
EASEMENT
TO BE KNOWN AS
EL RANCHO RD.

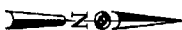
CALLLED 37.54 ACRES
DNL TEXAS INVESTMENTS, LLC
(DOC. NO 2022060705, O.P.R.)



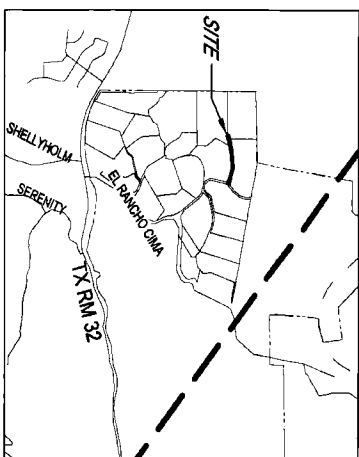
S76° 16' 25\"/>

165.34'

CALLLED 32.86 ACRES
OO-WIM, LLC
(DOC. NO 20220606304, O.P.R.)



SCALE: 1\"/>



LOCATION MAP

MATKIN-HOOVER

ENGINEERING
& SURVEYING

1620 N. WILSON
SUITE 200
BOHLEN, TEXAS 78005
C/O TEXAS INVESTMENTS, LLC
1300 SHELBY ROAD SUITE 3
GEORGETOWN, TEXAS 77628
PHONE: 281.339.1400
FAX: 281.339.1401
BOHLEN, TEXAS REGISTERED SURVEYING FIRM # 1020400
BOHLEN, TEXAS REGISTERED SURVEYING FIRM # 1020400
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS
CONSTRUCTION MANAGERS, CONSULTANTS

SHEET 3 OF 4

LEGEND



SET 1/2\"/>

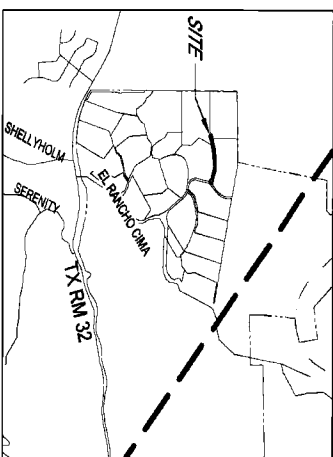
CALLED 41.97 ACRES
BIRLESON LAND COMPANY, INC.
(DOC. NO 202206000065, O.P.R.)

CALLED 37.54 ACRES
DNL TEXAS INVESTMENTS, LLC
(DOC. NO 202206007706, O.P.R.)

CALLED 47.01 ACRES
GQWIM, LLC
(DOC. NO 202206004539, O.P.R.)

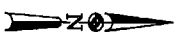
CALLED 32.86 ACRES
GQWIM, LLC
(DOC. NO 202206005304, O.P.R.)

4.004 ACRES
VARIABLE WIDTH
JOINT ACCESS
EASEMENT
TO BE KNOWN AS
EL RANCHO RD.



LOCATION MAP

SCALE: 1" = 100'



LEGEND

- SET 1/2" IRON ROD WITH A YELLOW "JM MATKIN EASEMENT" PLASTIC CAP
- FOUND 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP

MATKIN-HOOVER

11600 LANTERNES
8 SPRINGER ROAD, SUITE 300
DALLAS, TEXAS 75243
OFFICE: 972.249.0000 FAX: 972.249.0099
CELL: 972.249.0000
GEOGRAPHIC INFORMATION SYSTEMS
OFFICE: 512.268.1244
11600 LANTERNES, SUITE 300, DALLAS, TEXAS 75243
BUREAU: TEXAS PROFESSIONAL ENGINEERING PRAT #1001420
BUREAU: TEXAS PROFESSIONAL SURVEYING PRAT #1001420
REGISTERED PROFESSIONAL ENGINEER
CONSTRUCTION MANAGERS & CONSULTANTS

**FIELD NOTES FOR A VARIABLE WIDTH JOINT ACCESS EASEMENT
(BEING 4.004 ACRES OF LAND)**

A **Variable Width Joint Access Easement**, being a **4.004 acre** tract of land, located in the Maria Ampara Survey No. 3, Abstract 5, and the T.C. RR. Co. Survey Section No 945, Abstract 832, Comal County, Texas, and also being across a called 32.86 acre tract of land as described of record in Document No. 202206026304, a called 47.01 acre tract of land as described of record in Document No. 202206006439, a called 41.97 acre tract of land as described of record in Document No. 202206000065 and a called 37.54 acre tract of land as described of record in Document No. 2022060077005, all of the Official Public Records of Comal County, Texas. Said **Variable Width Joint Access Easement** being more particularly described by metes and bounds as follows:

BEGINNING at a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" in the northwest line of a called 5.415 acre tract of land, a private right-of-way as donated to Hays County, Texas and described of record in Document No. 202206024833 of the Official Public Records of Comal County, Texas, known as Sentinel Peak and an easterly line of said 32.86 acre tract and for the southeast corner of the easement described herein;

THENCE: Across said 32.86 acre tract, the following two (2) courses:

1. **N 64° 19' 03" W**, a distance of **91.98 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle, and
2. **N 22° 34' 26" W**, a distance of **39.75 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" in a southerly line of said 47.01 acre tract and a northerly line of said 32.86 acre tract and for a southerly corner of the easement described herein;

THENCE: With the common lines between said 47.01 acre tract and said 32.86 acre tract, the following three (3) courses:

1. **N 74° 37' 25" W**, a distance of **416.89 feet** to a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle,
2. **S 85° 18' 28" W**, a distance of **567.36 feet** to a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle, and
3. **S 76° 16' 25" W**, a distance **165.34 feet** to a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a common angle of said 47.01 acre tract, said 32.86 acre tract and the easement described herein;

THENCE: Across said 47.01 acre tract, the following two (2) courses:

1. **S 72° 31' 24" W**, a distance of **345.27 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for the southwest corner of the easement described herein, and
2. **N 13° 43' 35" W**, at a distance of 72.58 feet passing a northerly line of said 47.01 acre tract and a southerly line of said 41.97 acre tract, and continuing across said 41.97 acre tract, for a total distance of **122.58 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for the northwest corner of the easement described herein;

THENCE: **N 76° 16' 25" E**, continuing across said 41.97 acre tract, at a distance of 142.60 feet passing a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a southeast corner of said 41.97 acre tract, the southwest corner of said 37.54 acre tract and continuing along the common line between said 41.97 acre tract and said 37.54 acre tract for a total distance of **517.77 feet** to a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a common angle of said 41.97 acre tract, said 37.54 acre tract and the easement described herein;

THENCE: Continuing with the common lines between said 41.97 acre tract and said 37.54 acre tract, the following two (2) courses:



ENGINEERING
& SURVEYING

1. **N 85° 18' 28" E**, a distance of **592.95 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle, and
2. **S 74° 37' 25" E**, a distance of **599.77 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" in the northwest line of said 5.415 acre tract, at the southeast corner of said 37.54 acre tract, for a point of curvature and the northeast corner of the easement described herein;

THENCE: With the northwest line of said 5.415 acre tract, a non-tangent curve to the left having a radius of **530.00 feet**, with the southeast line of said 41.97 acre tract, at an arc distance of 54.88 feet, passing a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" at the common east corner of said 41.97 acre tract and said 47.01 acre tract, at an additional arc length of 52.73 feet, passing a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" at the common east corner of said 47.01 acre tract and said 32.86 acre tract, and continuing along the east line of said 32.86 acre tract for a total arc length of **156.67 feet**, a delta angle of **016° 56' 15"** and a chord bears, **S 34° 09' 05" W**, a distance of **156.11 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" to the **POINT OF BEGINNING** and containing **4.004 acres** of land situated in Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 21-4080 – V.W.J.A.E. – 4.004 Acres

Date: March 9, 2023

EXHIBIT C-3

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.

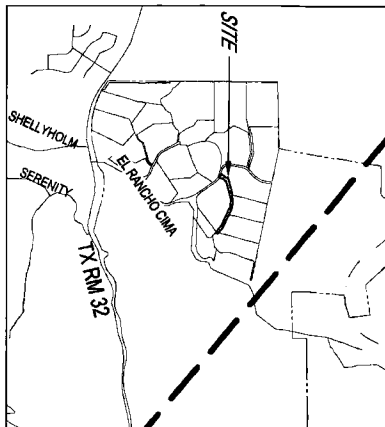
2. METES AND BOUNDS WERE PREPARED BY SEPARATE INSTRUMENT.

3. SEE SHEET 5 FOR CURVE AND LINE TABLES.

EXHIBIT OF

A VARIABLE WIDTH JOINT ACCESS EASEMENT, BEING A 5.041 ACRE TRACT OF LAND, LOCATED IN THE T.C. RR. CO. SURVEY SECTION NO 946, ABSTRACT 832, AND THE T.C. RR. CO. SURVEY SECTION NO 946, ABSTRACT 936, COMAL COUNTY, TEXAS, AND ALSO BEING ACROSS A CALLED 30.69 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206027836, A CALLED 20.59 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206015916, A CALLED 25.63 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206008888, A CALLED 22.64 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 20220604420 AND A CALLED 32.20 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206045514, ALL OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

LOCATION MAP



CALLED 30.69 ACRES
 DINO O. SMITH,
 TRUSTEE OF THE DINO O. SMITH
 2006 FAMILY TRUST NO. 2
 (DOC. NO 202206027836, O.P.R.)

SHEET 3

CALLED 20.59 ACRES
 DONNA A. COURTS AKA.
 DONNA COURTS AKA. DONNA ANN COURTS
 AND
 ROYCE D. COURTS AKA. ROYCE COURTS
 AKA. ROYCE DEAN COURTS
 (DOC. NO 202208015516, O.P.R.)

CALLED 25.63 ACRES
 MICHAEL ANTHONY MARTIN A.K.A.
 MICHAEL A. MARTIN
 (DOC. NO 202206008588, O.P.R.)

CALLED 32.20 ACRES
 WEST SAN ANTONIO, LLC
 (DOC. NO 202206045514, O.P.R.)

SHEET 4

CALLLED 22.64 ACRES
HOXIE HOLDINGS, LLC
(DOC. NO 202206046420, O.P.R.)

CALLED 20.04 ACRES
 CRAIG W. FLOYD AND SUSAN D. FLOYD,
 TRUSTEES OF THE CRAIG & SUSAN FLOYD FAMILY TRUST
 (DOC. NO 202100866146, O.P.R.)

5.041 ACRES
VARIABLE WIDTH -
JOINT ACCESS
EASEMENT
TO BE KNOWN AS
GROTTO CREEK CT

CALLED 5.415 ACRES
 PRIVATE R.O.W.
 HAYS COUNTY
 (DOC. NO 202206024833, O.P.R.)
 KNOWN AS
 SENTINEL PEAK

MATKINHOVER

HEADQUARTERS
SPENCER ROAD SUITE 300
BOERNE, TEXAS 78005

ENGINEERING

HEADQUARTERS
8 SPENCER ROAD SUITE 300
BORNE, TEXAS 78005
OFFICE: 830.249.0060 FAX:830.246.0099
1303 SHILL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.668.2244

ENGINEERING & SURVEY

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
BORNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BORNE, TEXAS REGISTERED ENGINEERING FIRM F-00524102

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

SCALE: 1" = 300'

SHEET 1 OF 6



KYLE L. PRESSLER DATE: MARCH 9, 2023
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MAKINHOVER.COM
JOB NO. 21-0480 - 5.041 ACRES-VARIABLE WIDTH ACCESS EASEMENT

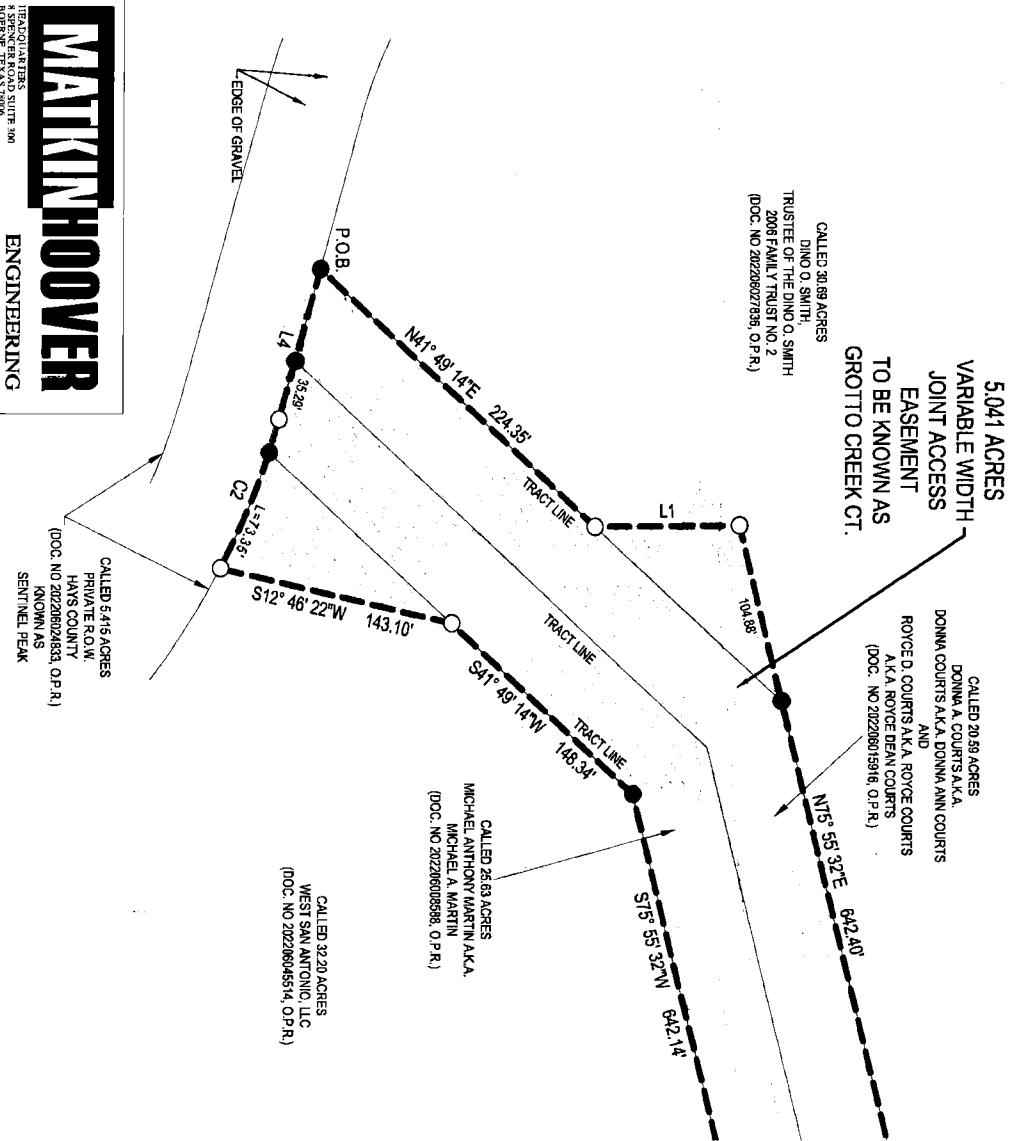
John A. Durant

MATKIN-HOOVER
ENGINEERING
& SURVEYING

11640 LANTERN SUITE 100
BOERNE, TEXAS 78006
OFFICE: 512.888.1000 FAX: 512.888.0099
C/O: 512.888.1000
OFFICE: 512.888.1234

GRANGE TOWN, TEXAS REGISTERED SURVEYING FIRM # 0094547
BOERNE, TEXAS REGISTERED ENGINEERING FIRM # 008513
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

SHEET 2 OF 6

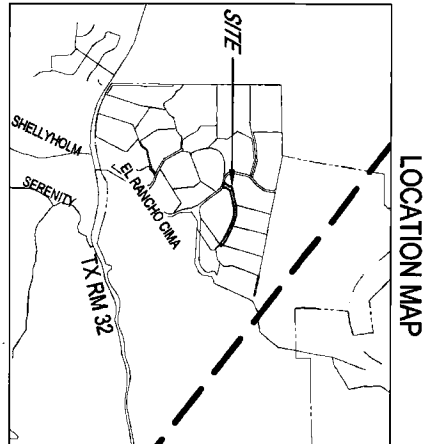


LEGEND

P.O.B. ●

POINT OF BEGINNING
SET 1/2" IRON ROD WITH A YELLOW
"JM MATKIN EASEMENT" PLASTIC CAP
FOUND 1/2" IRON ROD WITH A RED
"MATKIN-HOOVER ENG. & SURVEY"
PLASTIC CAP

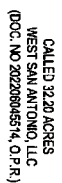
SCALE: 1" = 100'



**ENGINEERING
& SURVEYING**

**CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS**

SHEET 3 OF 6



CALLED 30.69 ACRES
 DINO O. SMITH,
 TRUSTEE OF THE DINO O. SMITH
 2006 FAMILY TRUST NO. 2
 (DOC. NO 202206627836, O.P.R.)

5.041 ACRES
VARIABLE WIDTH
JOINT ACCESS
EASEMENT
TO BE KNOWN AS
GROTTO CREEK CT.

CALLED 20.39 ACRES
 DONNA A. COURTS A.K.A.
 DONNA COURTS A.K.A. DONNA ANN COURTS
 AND
 ROYCE D. COURTS A.K.A. ROYCE COURTS
 A.K.A. ROYCE DEAN COURTS
 (DOC. NO 202208015916, O.F.R.)

**SENTINEL PEAK
(PRIVATE/GRAVEL ROAD)**

CALLED 25.63 ACRES
 MICHAEL ANTHONY MARTIN A.K.A.
 MICHAEL A. MARTIN
 (DOC. NO 202206008558, O.P.R.)

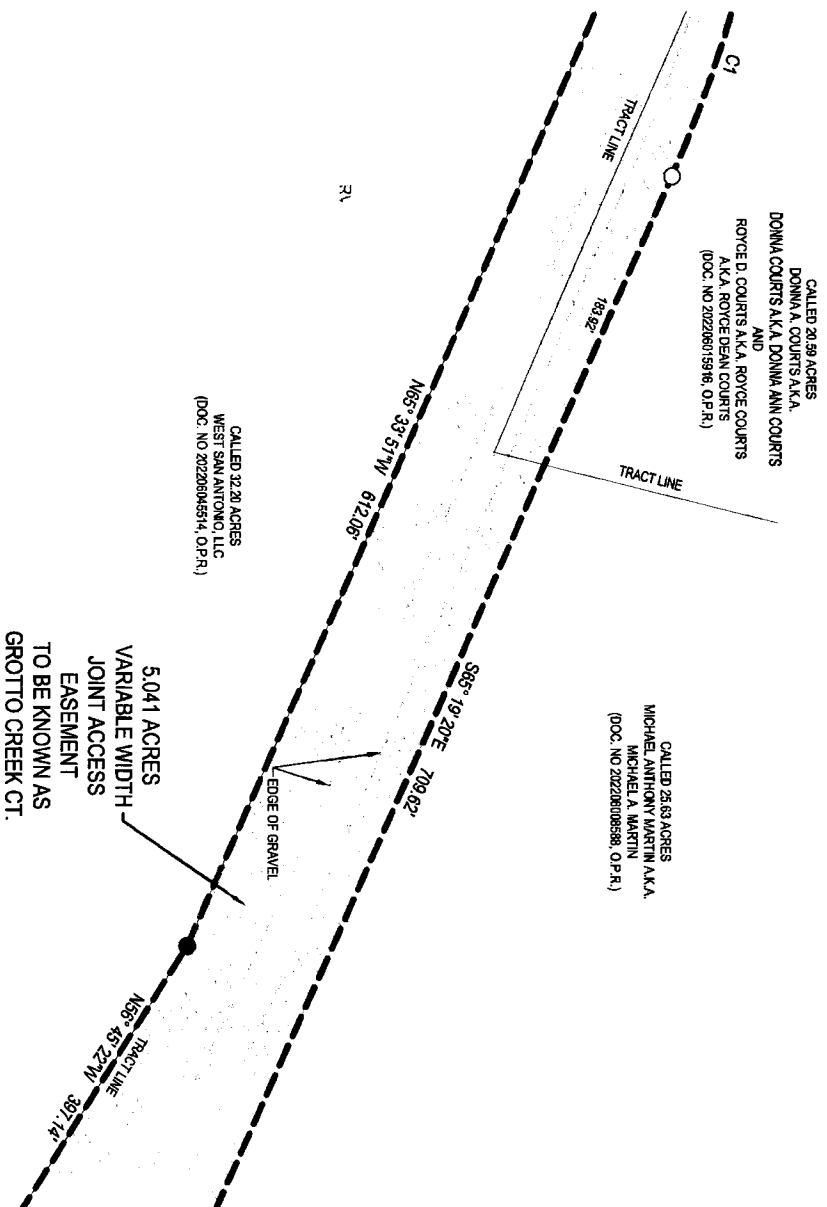
CALLED 32.20 ACRES
 WEST SAN ANTONIO, LLC
 (DOC. NO 202206045514, O.P.R.)

SCALE: 1" = 100'

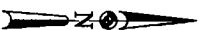
LEGEND

SET 1/2" IRON ROD WITH A YELLOW
"JM MATKIN EASEMENT" PLASTIC CAP
FOUND 1/2" IRON ROD WITH A RED
"MATKIN-HOOVER ENG. & SURVEY"
PLASTIC CAP

A map of the study area showing the location of the site. The map includes labels for 'SHELLYHOLM', 'SERENITY', 'LA RANCHO CIMA', and 'SITE'. A dashed line indicates a boundary or road.



SCALE: 1" = 100'



SET 1/2" IRON ROD WITH A YELLOW
"JIM MATKIN EASEMENT" PLASTIC CAP
FOUND 1/2" IRON ROD WITH A RED
"MATKIN-HOOVER ENG. & SURVEY"
PLASTIC CAP

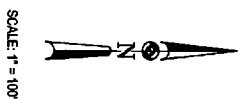
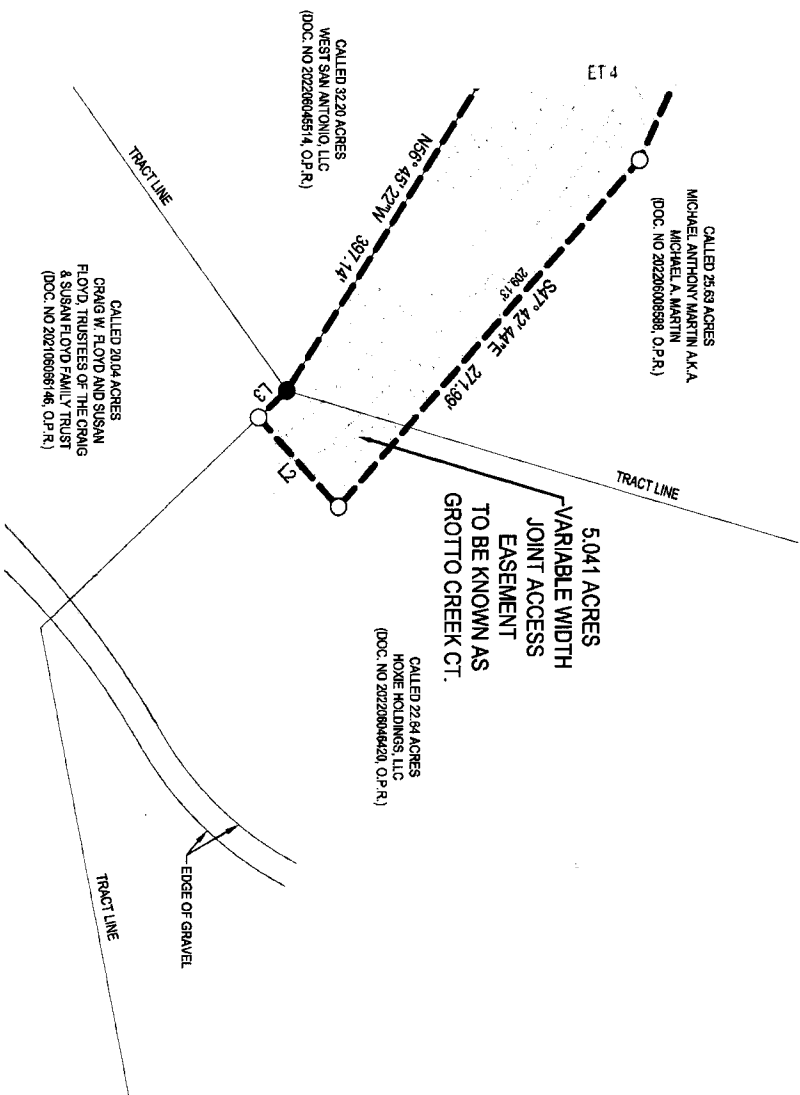
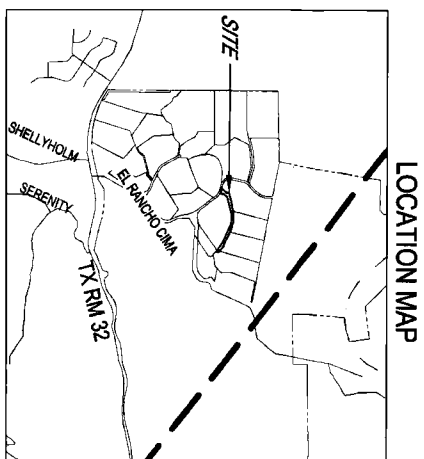
SHEET 4 OF 6

MATKINHOVER

**ENGINEERING
& SURVEYING**

HEADQUARTERS
18 SPANGLER ROAD
SUITE 300
OFFICE: (714) 560-0000 FAX: (714) 560-0099
TELEFAX: (714) 560-0099
3307 SHILL ROAD SUITE 3
GEORGETOWN, TEXAS 76644

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10164-17
BOBBIE J. MATKIN REGISTERED SURVEYOR FIRM F-10000-00
JAMES L. MATKIN REGISTERED SURVEYOR FIRM F-10000-02
CIVIL ENGINEERS SURVEYORS
CONSULTING MANAGERS CONSULTANTS



LEGEND

- SET 1/2" IRON ROD WITH A YELLOW "JM MATKIN EASEMENT" PLASTIC CAP
- FOUND 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP

MATKIN-HOOVER

ENGINEERING & SURVEYING

HEADQUARTERS:
11000 W. STATE ST., SUITE 100
BOERNE, TEXAS 78006
OFFICE: 512.568.0000 FAX: 512.568.0099

OFFICE:
11000 W. STATE ST., SUITE 100
BOERNE, TEXAS 78006
OFFICE: 512.568.1244

BOERNE, TEXAS REGISTERED SURVEYING FIRM P. 0694317
BOERNE, TEXAS REGISTERED ENGINEERING FIRM P. 0005121
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS
CONSTRUCTION MANAGERS, CONSULTANTS

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	730.00'	362.65'	28°27'47"	S79° 33' 13"E	368.83'
C2	430.00'	83.60'	12°27'31"	N68° 01' 03"W	83.32'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00° 30' 39"W	87.33'
L2	S47° 02' 28"W	70.68'
L3	N42° 57' 32"W	23.00'
L4	N76° 14' 48"W	90.96'



11640 QUARTERS,
SUITE 300
BOERNE, TEXAS 78009
OFFICE: 800.249.0600 FAX: 538.249.0099
5000 W. 14TH STREET
BOERNE, TEXAS 78009
OFFICE: 512.868.1341

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-0094347
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-0084013
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-0084013

CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

ENGINEERING
& SURVEYING

**FIELD NOTES FOR A VARIABLE WIDTH JOINT ACCESS EASEMENT
(BEING 5.041 ACRES OF LAND)**

A **Variable Width Joint Access Easement**, being a **5.041 acre** tract of land, located in the T.C. RR. Co. Survey Section No 945, Abstract 832, and the T.C. RR. Co. Survey Section No 946, Abstract 936, Comal County, Texas, and also being across a called 30.69 acre tract of land as described of record in Document No. 202206027836, a called 20.59 acre tract of land as described of record in Document No. 202206015916, a called 25.63 acre tract of land as described of record in Document No. 202206008588, a called 22.64 acre tract of land as described of record in Document No. 202206046420 and a called 32.20 acre tract of land as described of record in Document No. 202206045514, all of the Official Public Records of Comal County, Texas. Said **Variable Width Access Easement** being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" in the northeast line of a called 5.415 acre tract of land, a private right-of-way as donated to Hays County, Texas and described of record in Document No. 202206024833 of the Official Public Records of Comal County, Texas, known as Sentinel Peak, at a common southerly corner between said 30.69 acre tract and said 20.59 acre tract and for the most westerly corner of the easement described herein;

THENCE: N $41^{\circ} 49' 14''$ E, along a common line between said 30.69 acre tract and said 20.59 acre tract, a distance of **224.35 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle of the easement described herein;

THENCE: Across said 30.69 acre tract, the following two (2) courses:

1. N $00^{\circ} 30' 39''$ W, a distance of **87.33 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a northwesterly corner, and
2. N $75^{\circ} 55' 32''$ E, at a distance of 104.88 feet, passing a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a common corner of said 30.69 acre tract and said 20.59 acre tract, and continuing along the common line between said 30.69 acre tract and said 20.59 acre tract, for a total distance of **642.40 feet** to a found $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a common southerly corner of said tract 30.69 acre tract, said 20.59 acre tract and an angle of the easement described herein;

THENCE: Across said 20.59 acre tract, the following three (3) courses:

1. N $86^{\circ} 12' 53''$ E, a distance of **178.03 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
2. With a tangent curve to the right having a radius of **730.00 feet**, an arc length of **362.65 feet**, a delta angle of **$028^{\circ} 27' 47''$** and a chord bears, S $79^{\circ} 33' 13''$ E, a distance of **358.93 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency, and
3. S $65^{\circ} 19' 20''$ E, at a distance of 183.92 feet, passing the east line of said 20.59 acre tract, the west line of said 25.63 acre tract, and continuing across said 25.63 acre tract, for a total distance of **709.62 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle of the easement described herein;

THENCE: S $47^{\circ} 42' 44''$ E, continuing across said 25.63 acre tract, at a distance of 209.13 feet, passing the east line of said tract 25.63 acre tract and continuing across said 22.64 acre tract, for a total distance of **271.99 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for the northeasterly corner of the easement described herein;

THENCE: S $47^{\circ} 02' 28''$ W, a distance of **70.68 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" in a common line between said 22.64 acre tract and said 20.04 acre tract, and for the southeast corner of the easement described herein;

THENCE: N 42° 57' 32" W, with a common line between said 22.64 acre tract and said 20.04 acre tract, a distance of **23.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" at a common corner between said 22.64 acre tract, said 20.04 acre tract, said 32.20 acre tract and for angle of the easement described herein;

THENCE: With the common lines between said 25.63 acre tract and said 32.20 acre tract, the following five (5) courses:

1. N 56° 45' 22" W, a distance of **397.14 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle,
2. N 65° 33' 51" W, a distance of **612.06 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle,
3. N 83° 45' 03" W, a distance of **265.88 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle,
4. S 75° 55' 32" W, a distance of **642.14 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for angle, and
5. S 41° 49' 14" W, a distance of **148.34 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a southwesterly corner of the easement described herein;

THENCE: S 12° 46' 22" W, across said 32.20 acre tract, a distance of **143.10 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" in the northeast line of said 5.415 acre tract, a southerly line of said 32.20 acre tract, for a point of curvature and a southwesterly corner of the easement described herein;

THENCE: With said northeast line of 5.415 acre tract, said southerly line of 32.20 acre tract and a non-tangent curve to the left having a radius of **430.00 feet**, at an arc length of 73.35 feet passing a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" for a common southerly corner of said 32.20 acre tract and said 25.63 acre tract and continuing with the southwesterly line of said 25.63 acre tract, for a total arc length of **93.50 feet**, a delta angle of **012° 27' 31"** and a chord bears, N 68° 01' 03" W, a distance of **93.32 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency of the easement described herein;

THENCE: N 74° 14' 48" W, continuing with southwesterly line of said 25.63 acre tract, at a distance of 35.29 feet, passing a found ½" iron rod with a red plastic cap stamped "Matkin-Hoover Eng. & Survey" at a common south corner of said 25.63 acre tract and said 20.59 acre tract and continuing for a total distance of **90.96 feet** to the **POINT OF BEGINNING** and containing **5.041 acres** of land situated in Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 21-4080 – V.W.J.A.E. – 5.041 Acres

March 9, 2023

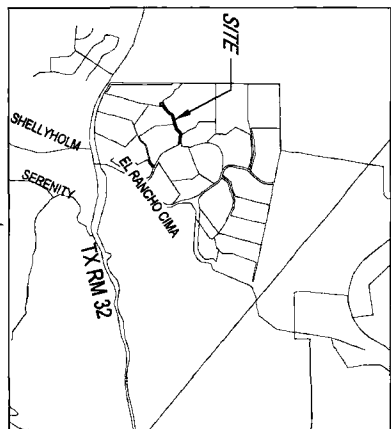
EXHIBIT C-4

- NOTES
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
 2. METERS AND BOUNDS WERE PREPARED BY SEPARATE INSTRUMENT.
 3. SEE SHEET 5 FOR CURVE AND LINE TABLES.

EXHIBIT OF

A VARIABLE WIDTH JOINT ACCESS EASEMENT, BEING A 2.442 ACRE TRACT OF LAND, LOCATED IN THE MARIA ANIPARA SURVEY NO. 3, ABSTRACT NO. 5, COMAL COUNTY, TEXAS, AND ALSO BEING ACROSS A CALLED 250.186 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206020088 AND A CALLED 55.64 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202206046809, BOTH OF THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS.

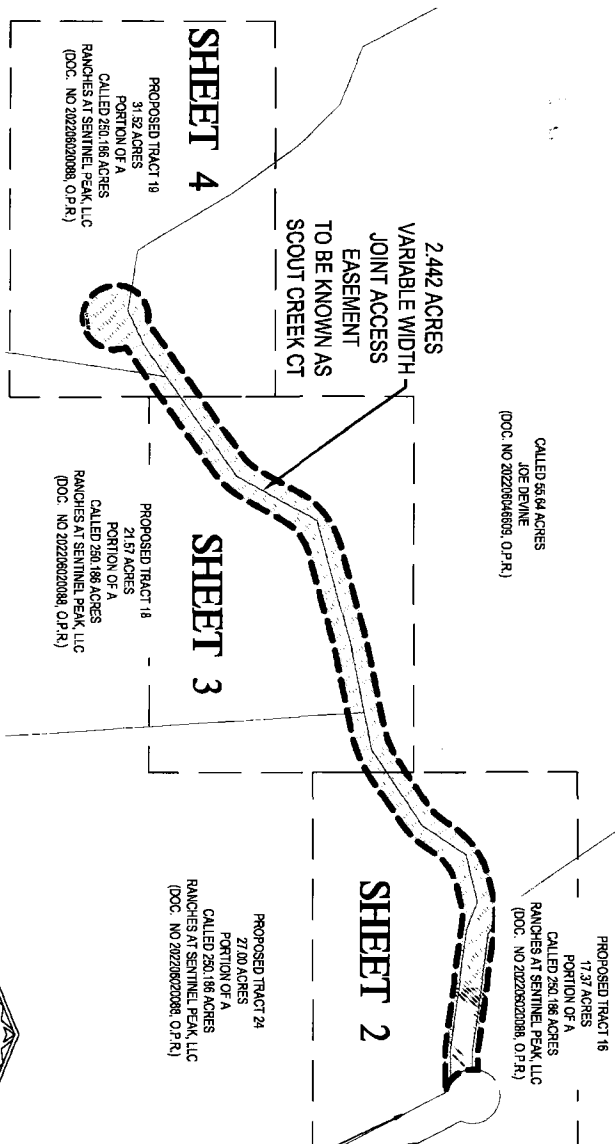
LOCATION MAP



SCALE: 1" = 300'



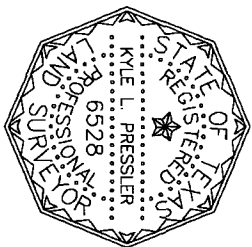
GUARDIAN WAY
VARIABLE WIDTH PRIVATE STREET R.O.W.
(DOCUMENT NO. 202306000188, M.P.R.)



MATKINHOVER
ENGINEERING & SURVEYING

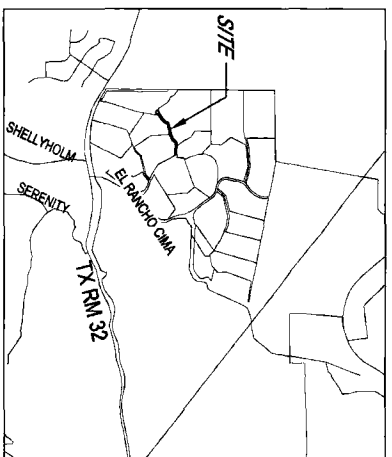
HEADQUARTERS
10000 S. STATE ST. SUITE 300
NORWICH, TEXAS 76050
OFFICE: 817.291.6009 FAX: 817.291.0099
GEOGRAPHIC: TEXAS 76050
OFFICE: 312.868.1244
GEOGRAPHIC: TEXAS 76050
BOBENE TEXAS REGISTERED ENGINEERING FIRM #204912
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS
CONSTRUCTION MANAGERS, CONSULTANTS

SHEET 1 OF 5



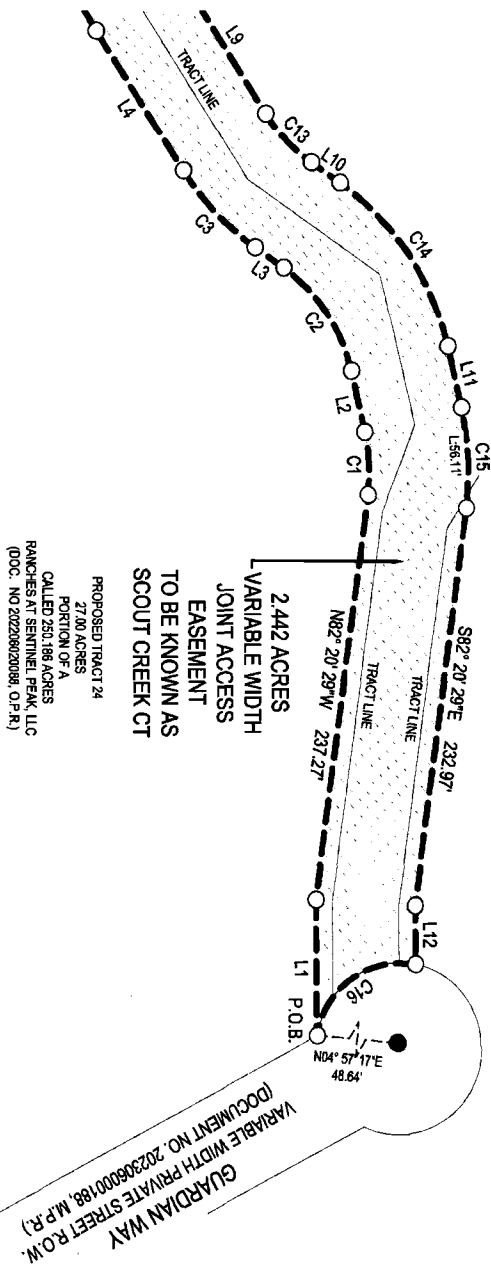
Kyle L. Pressler
KYLE L. PRESSLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOVER.COM
DATE: MARCH 9, 2023
JOB NO. 21-4080 - VARIABLE WIDTH JOINT ACCESS EASEMENT

LOCATION MAP



PROPOSED TRACT 16
17.37 ACRES
PORTION OF A
CALLED 250.186 ACRES
RANCHES AT SENTINEL PEAK, LLC
(DOC. NO 202208020088, O.P.R.)

CALLED 55.64 ACRES
JOE DEVINE
(DOC. NO 202208046808, O.P.R.)



LEGEND

- P.O.B.
- POINT OF BEGINNING
- SET 1/2" IRON ROD WITH A YELLOW
- "JM MATKIN EASEMENT" PLASTIC CAP

MATKINHOVER
ENGINEERING
& SURVEYING

HEADQUARTERS
SUITE 300
BOERNE, TEXAS 78002
OFFICE: 800.349.0600 FAX: 830.399.0099
BOERNE, TEXAS 78002
OFFICE: 512.868.2244

GEORGETOWN, TEXAS HEADQUARTERS SURVEYING P.O. BOX 19437
BOERNE, TEXAS 78002
BOERNE, TEXAS HEADQUARTERS ENGINEERING P.O. BOX 19437
BOERNE, TEXAS 78002
CIVIL ENGINEERS, SURVEYORS, LAND PLANNERS
CONSTRUCTION MANAGERS, CONSULTANTS

**ENGINEER
& SURVEYOR**

1300 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

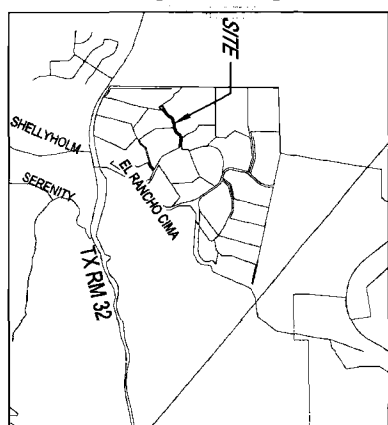
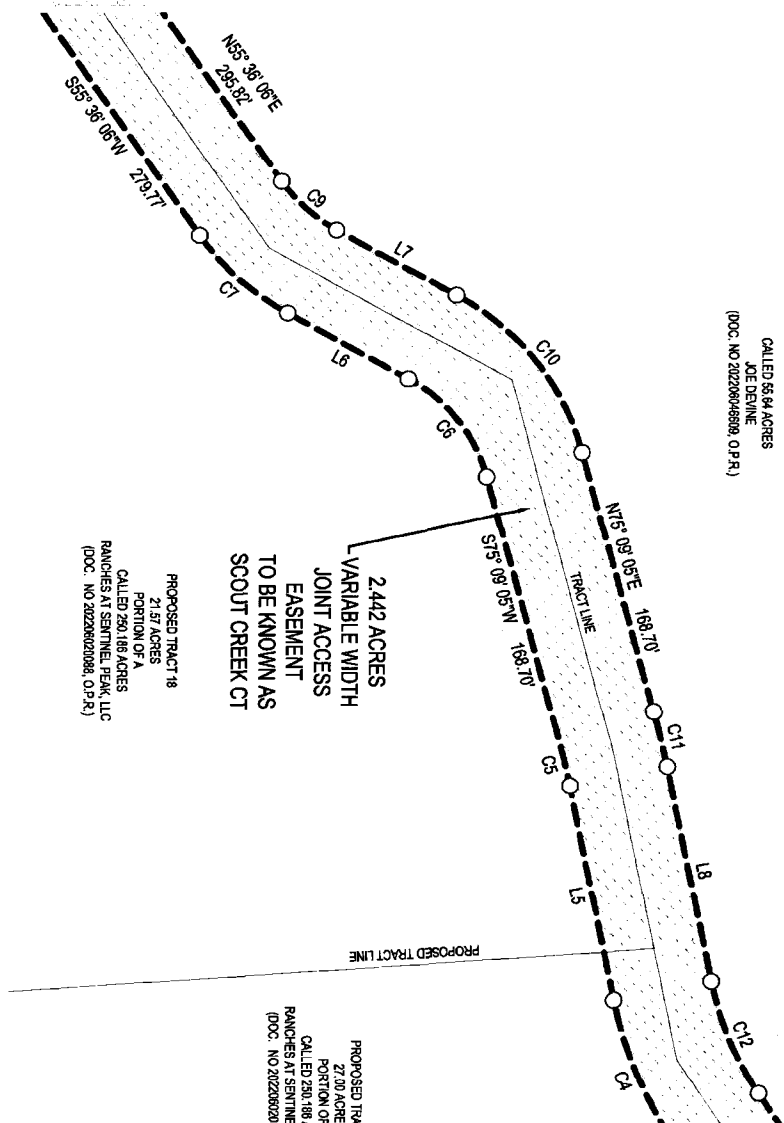
1300 SHELL ROAD SUITE 300
BOERNE, TEXAS 78009
OFFICE: 512.269.0600 FAX: 512.269.0099

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM # 410943477
BOERNE, TEXAS REGISTERED SURVEYING FIRM # 410054010
BOERNE, TEXAS REGISTERED ENGINEERING FIRM # 000512

CIVIL ENGINEERS SURVEYORS
LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

SHEET 3 OF 5

CALLED 55.64 ACRES
 JOE DEVINE
 (DOC. NO 202206046509, O.P.R.)



LOCATION MAP

PROPOSED TRACT 24
27.00 ACRES
PORTION OF A
CALLED 250.186 ACRES
RANCHES AT SENTINEL PEAK, LLC
(DOC. NO 202206020088, O.P.R.)

PROPOSED TRACT 18
21.57 ACRES
PORTION OF A
CALLED 250.166 ACRES
RANCHES AT SENTINEL PEAK, LLC
(DOC. NO 202206020088, O.P.R.)

2.442 ACRES
VARIABLE WIDTH
JOINT ACCESS
EASEMENT
TO BE KNOWN AS
SCOUT CREEK CT

SCALE: 1" = 100'



0

SET 1/2" IRON ROD WITH A YELLOW
"JM MATKIN EASEMENT" PLASTIC CAP

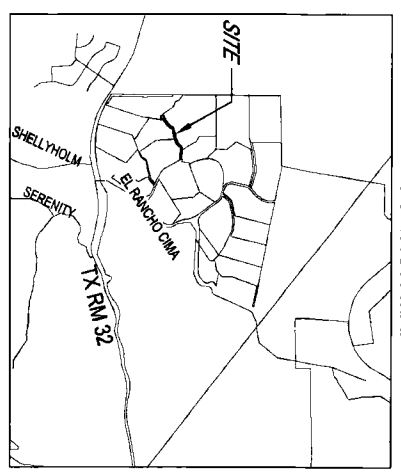
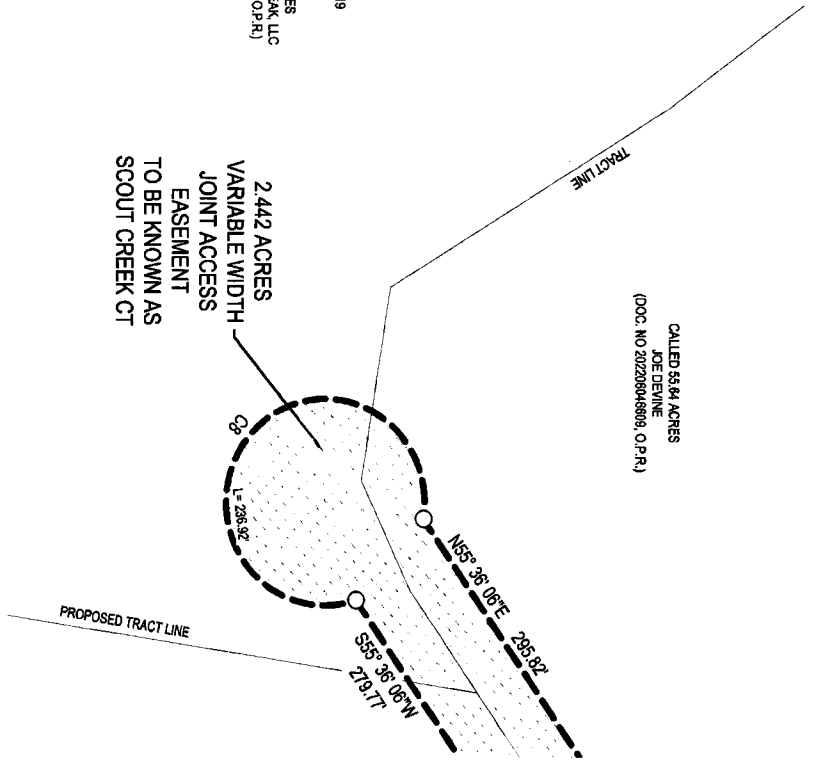
MATKINHOVER
 HEADQUARTERS
 1100 W. 10TH ST. SUITE 300
 BOERNE, TEXAS 78002
 OFFICE: 512.894.0000 FAX: 512.894.0099
 CHEROKEE ROAD SUITE 100
 CHEROKEE, TEXAS 75018
 OFFICE: 512.894.2244

**ENGINEERING
& SURVEYING**
 GRANDTOWN, TEXAS REGISTERED SURVEYING FIRM P.009437
 BOERNE, TEXAS REGISTERED ENGINEERING FIRM F.008512
 CIVIL ENGINEERS SURVEYORS LANDPLANNERS
 CONSTRUCTION MANAGERS CONSULTANTS

PROPOSED TRACT 19
 31.62 ACRES
 PORTION OF A
 CALLED 250.186 ACRES
 RANCHES AT SENTINEL PEAK, LLC
 (DOC. NO. 202208020068, O.P.R.)

2.442 ACRES
 VARIABLE WIDTH
 JOINT ACCESS
 EASEMENT
 TO BE KNOWN AS
 SCOUT CREEK CT

CALLED 55.94 ACRES
 ICE CREEK
 (DOC. NO. 202208046808, O.P.R.)



LEGEND
 ○ SET 1/2" IRON ROD WITH A YELLOW "JM MATKIN EASEMENT" PLASTIC CAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	100.00'	36.78'	21°04'33"	S87° 07' 15"W	36.58'
C2	100.00'	73.72'	42°14'16"	S55° 27' 49"W	72.06'
C3	160.00'	63.30'	22°38'58"	S45° 40' 39"W	62.86'
C4	260.00'	98.82'	21°46'35"	S57° 53' 55"W	98.22'
C5	500.00'	31.73'	3°38'08"	S78° 58' 09"W	31.72'
C6	100.00'	79.88'	45°46'14"	S52° 15' 58"W	77.78'
C7	160.00'	73.22'	26°13'16"	S42° 28' 28"W	72.59'
C8	60.00'	311.71'	297°39'39"	N48° 22' 18"W	62.11'
C9	100.00'	45.76'	26°13'16"	N42° 28' 28"E	45.37'
C10	160.00'	127.82'	45°46'14"	N52° 15' 58"E	124.44'
C11	560.00'	35.53'	3°38'08"	N78° 58' 09"E	35.53'
C12	200.00'	76.01'	21°46'35"	N67° 53' 55"E	75.55'
C13	100.00'	39.58'	22°38'58"	N45° 40' 39"E	39.30'
C14	160.00'	117.95'	42°14'18"	N55° 27' 49"E	115.30'
C15	160.00'	58.86'	21°04'33"	N87° 07' 15"E	58.52'
C16	50.32'	81.10'	92°18'51"	S34° 48' 39"E	72.80'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89° 27' 19"W	75.13'
L2	S76° 34' 58"W	36.55'
L3	S34° 20' 40"W	21.13'
L4	S57° 00' 37"W	95.81'
L5	S78° 47' 13"W	138.93'
L6	S29° 22' 50"W	84.07'
L7	N25° 22' 50"E	84.07'
L8	N78° 47' 13"E	136.93'
L9	N57° 00' 37"E	96.81'
L10	N34° 20' 40"E	21.13'
L11	N78° 34' 58"E	36.55'
L12	N85° 27' 19"E	33.85'

HEADQUARTERS: SUITE 300
BOERNE, TEXAS 78009
OFFICE: 800.249.0660 FAX: 810.249.0099
GEORGETOWN, TEXAS 77626
OFFICE: 511.868.1344

ENGINEERING
& SURVEYING

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-0109417
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-0061912
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

**FIELD NOTES FOR A VARIABLE WIDTH JOINT ACCESS EASEMENT
(BEING 2.442 ACRES OF LAND)**

A **Variable Width Joint Access Easement**, being a **2.442 acre** tract of land, located in the Maria Ampara Survey No. 3, Abstract No. 5, Comal County, Texas, and also being across a called 250.186 acre tract of land as described of record in Document No. 202206020088 and a called 55.64 acre tract of land as described of record in Document No. 202206046609, both of the Official Records of Comal County, Texas. Said **Variable Width Joint Access Easement** being more particularly described by metes and bounds as follows:

BEGINNING at a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" in the southwesterly right-of-way line of Guardian Way, a variable width private street as shown on the Ranches at Sentinel Peak Subdivision Plat of record in Document No. 202306000188 of the Map and Plat Records of Comal County, Texas and for the southeast corner of the easement described herein, from which a found $\frac{1}{2}$ " iron rod with a yellow plastic cap for an easterly angle point of said 250.186 acre tract bears, N $04^{\circ} 57' 17''$ W, a distance of 48.64 feet;

THENCE: Across said 250.186 acre tract, the following seventeen (17) courses:

1. **S $89^{\circ} 27' 19''$ W**, a distance of **79.13 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for angle,
2. **N $82^{\circ} 20' 29''$ W**, a distance of **237.27 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
3. With a tangent curve to the left having a radius of **100.00 feet**, an arc length of **36.78 feet**, a delta angle of **$021^{\circ} 04' 33''$** and a chord bears, **S $87^{\circ} 07' 15''$ W**, a distance of **36.58 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
4. **S $76^{\circ} 34' 58''$ W**, a distance of **36.55 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
5. With a tangent curve to the left having a radius of **100.00 feet**, an arc length of **73.72 feet**, a delta angle of **$042^{\circ} 14' 18''$** and a chord bears, **S $55^{\circ} 27' 49''$ W**, a distance of **72.06 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
6. **S $34^{\circ} 20' 40''$ W**, a distance of **21.13 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
7. With a tangent curve to the right having a radius of **160.00 feet**, an arc length of **63.30 feet**, a delta angle of **$022^{\circ} 39' 58''$** and a chord bears, **S $45^{\circ} 40' 39''$ W**, a distance of **62.88 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
8. **S $57^{\circ} 00' 37''$ W**, a distance of **96.81 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
9. With a tangent curve to the right having a radius of **260.00 feet**, an arc length of **98.82 feet**, a delta angle of **$021^{\circ} 46' 35''$** and a chord bears, **S $67^{\circ} 53' 55''$ W**, a distance of **98.22 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
10. **S $78^{\circ} 47' 13''$ W**, a distance of **136.93 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
11. With a tangent curve to the left having a radius of **500.00 feet**, an arc length of **31.73 feet**, a delta angle of **$003^{\circ} 38' 08''$** and a chord bears, **S $76^{\circ} 58' 09''$ W**, a distance of **31.72 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
12. **S $75^{\circ} 09' 05''$ W**, a distance of **168.70 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
13. With a tangent curve to the left having a radius of **100.00 feet**, an arc length of **79.88 feet**, a delta angle of **$045^{\circ} 46' 14''$** and a chord bears, **S $52^{\circ} 15' 58''$ W**, a distance of **77.78 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
14. **S $29^{\circ} 22' 50''$ W**, a distance of **84.07 feet** to a set $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,

15. With a tangent curve to the right having a radius of **160.00 feet**, an arc length of **73.22 feet**, a delta angle of **026° 13' 16"** and a chord bears, **S 42° 29' 28" W**, a distance of **72.59 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
16. **S 55° 36' 06" W**, a distance of **279.77 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature, and
17. With a non-tangent curve to the right having a radius of **60.00 feet**, at an arc length 236.92 feet passing a southwest line of said 55.64 acre tract, and continuing across said 55.64 acre tract for a total arc length of **311.71 feet**, a delta angle of **297° 39' 39"** and a chord bears, **N 49° 22' 18" W**, a distance of **62.11 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of non-tangency,

THENCE: Across said 55.64 acre tract, the following fourteen (14) courses:

1. **N 55° 36' 06" E**, a distance of **295.82 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
2. With a tangent curve to the left having a radius of **100.00 feet**, an arc length of **45.76 feet**, a delta angle of **026° 13' 16"** and a chord bears, **N 42° 29' 28" E**, a distance of **45.37 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
3. **N 29° 22' 50" E**, a distance of **84.07 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
4. With a tangent curve to the right having a radius of **160.00 feet**, an arc length of **127.82 feet**, a delta angle of **045° 46' 14"** and a chord bears, **N 52° 15' 58" E**, a distance of **124.44 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
5. **N 75° 09' 05" E**, a distance of **168.70 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
6. With a tangent curve to the right having a radius of **560.00 feet**, an arc length of **35.53 feet**, a delta angle of **003° 38' 08"** and a chord bears, **N 76° 58' 09" E**, a distance of **35.53 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
7. **N 78° 47' 13" E**, a distance of **136.93 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
8. With a tangent curve to the left having a radius of **200.00 feet**, an arc length of **76.01 feet**, a delta angle of **021° 46' 35"** and a chord bears, **N 67° 53' 55" E**, a distance of **75.56 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
9. **N 57° 00' 37" E**, a distance of **96.81 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
10. With a tangent curve to the left having a radius of **100.00 feet**, an arc length of **39.56 feet**, a delta angle of **022° 39' 58"** and a chord bears, **N 45° 40' 39" E**, a distance of **39.30 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
11. **N 34° 20' 40" E**, a distance of **21.13 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature,
12. With a tangent curve to the right having a radius of **160.00 feet**, an arc length of **117.95 feet**, a delta angle of **042° 14' 18"** and a chord bears, **N 55° 27' 49" E**, a distance of **115.30 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,
13. **N 76° 34' 58" E**, a distance of **36.55 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature, and
14. With a tangent curve to the right having a radius of **160.00 feet**, at an arc length of 56.11 feet passing a northeast line of said 55.64 acre tract, and continuing across said 250.186 acre tract, for a total arc length of **58.86 feet**, a delta angle of **021° 04' 33"** and a chord bears, **N 87° 07' 15" E**, a distance of **58.52 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of tangency,

THENCE: Continuing across said 250.186 acre tract, the following two (2) courses:

1. **S 82° 20' 29" E**, a distance of **232.97 feet** to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" for a point of curvature, and

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2. N 89° 27' 19" E, a distance of 33.95 feet to a set ½" iron rod with a yellow plastic cap stamped "JM Matkin Easement" in the said southwesterly right-of-way line of Guardian Way, for a northeasterly corner and a point of curvature of the easement described herein,

THENCE: With said right-of-way line and a non-tangent curve to the left having a radius of 50.32 feet, an arc length of 81.10 feet, a delta angle of 092° 19' 51" and a chord bears, S 34° 48' 39" E, a distance of 72.60 feet to the **POINT OF BEGINNING** and containing 2.442 acres of land situated in Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 21-4080 – V.W.J.A.E. – 2.442 Acres

March 9, 2023

**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/24/2023 08:03:00 AM
TERRI 36 Pages(s)
202306008907**



Bobbie Koepp



AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

COMAL COUNTY, TEXAS

Declarant: RANCHES AT SENTINEL PEAK, LLC, a Texas limited liability company

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended.

**SIXTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RANCHES AT SENTINEL PEAK**

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak (this “**Amendment**”) is made by **RANCHES AT SENTINEL PEAK, LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

RECITALS:

A. Declarant previously executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded as Document No. 202106047906 in the Official Public Records of Comal County, Texas, as amended (collectively, the “**Declaration**”).

B. Pursuant to *Section 8.02* of the Declaration, the Declaration may be amended by Declarant acting alone until expiration or termination of the Development Period. The Development Period has not yet expired.

C. Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Business Use of a Lot.** A new *Section 2.16* is hereby added to the Declaration and is as follows:

2.16 Business Use of a Lot. No professional, business, or commercial activity to which the general public is openly invited shall be conducted on any Lot, except an Owner or Resident may conduct business activities within a residence so long as: (i) such activity complies with all Applicable Law; (ii) does not involve the general public visiting the residence to conduct activities related to the business; (iii) 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 on any Lot, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (vi) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. 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: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required. 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 the Declarant.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas.

DECLARANT:

RANCHES AT SENTINEL PEAK, LLC,
a Texas limited liability company

By: [Signature]

Name: Michael Clinard

Title: President

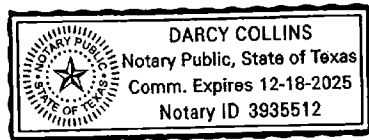
STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on the 19 day of OCTOBER 2023, by MICHAEL CLINARD, PRESIDENT of Ranches At Sentinel Peak, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

[Signature]
Notary Public, State of Texas



**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/23/2023 04:16:30 PM
LAURA 4 Pages(s)
202306033704**



Bobbie Koepp