

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR THE RANCHES AT SAVANNA RIDGE SUBDIVISION**

STATE OF TEXAS	§	
	§	KNOWN ALL MEN BY THESE
COUNTY OF LAMPASAS	§	PRESENTS

This declaration made on the date hereinafter set forth by The Ranches at Savanna Ridge, LLC a Delaware Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in Lampasas County, Texas, containing 854.76 acres more or less and being more fully described by metes and bounds on the attached Exhibit "A", and for informational purposes only the sales plat on the attached Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "The Ranches at Savanna Ridge Subdivision", "Property", or "Subdivision."

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Property in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 854.76 acres described above.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and his invitees:

**ARTICLE I
RESTRICTIONS**

1.01 The Property is to be used for single family residential purposes.

1.02 The main residence constructed on the Property shall have least one thousand (1,000) square feet within its outside walls and must be constructed with a

minimum of three feet (3') of masonry wainscoat on the front exterior. A Tiny House or modular cabin are not subject to these requirements.

1.03. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and built to applicable building & windstorm/flood codes.

1.04. Tiny House or Modular Cabin: In addition to the main residence, one Tiny House or modular cabin may be built upon each Tract prior to the main residence being constructed, provided the modular cabin contains no less than four hundred (400) square feet and no more than one thousand (1,000) square feet. There is no minimum square footage on a Tiny House. Any Tiny House or modular cabin must be constructed of new materials and a Tract Owner must obtain prior written approval from the Architectural Control Committee, which has the sole discretion to approve or deny the submitted design.

1.05. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 6 months of the calendar year. Travel trailers and RV's shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

1.06. Mobile homes and manufactured homes are prohibited on the Property.

1.07. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.

1.08. No pigs or peacocks will be permitted on the Property.

1.09. No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "for sale" sign.

1.10. No portion of the Property can be divided into a single tract which is less than 10.01 acres.

1.11. No tract of land in the Subdivision originally sold by Developer can be divided into more than two tracts. If a tract originally sold by Developer has been divided into two tracts, then no further subdivision can take place.

1.12. No activity whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a

nuisance or annoyance shall occur on the Property. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

1.13. Each tract of land sold from the Property shall be subject to a utility easement measuring twenty five feet (25') in width across the front and rear of each tract and fifteen feet (15') which is reserved along the sides of each tract. The utility easement shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.

ARTICLE II THE RANCHES AT SAVANNA RIDGE PROPERTY OWNERS' ASSOCIATION, INC.

2.01. The Ranches at Savanna Ridge Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

2.02. Every person or entity who is a record Owner of any Tract of Land ("Tract Owner") from the 854.76 acres shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

ARTICLE III ASSESSMENTS

3.01. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to

pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to each Tract will be two hundred fifty dollars (\$250.00) per Tract. The Annual Assessment is payable in advance and is due on the first (1st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after control is transferred from the Developer, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

Special Assessments.

- (a) In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

3.02. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the common areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any roads, including Lot 1000 as shown on the sales plat attached hereto as Exhibit "B", drainage easements, common areas, common area expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a common area or a common area expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay

all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

3.03. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such Tract Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Real Property of Lampasas County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Tract Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Tract Owner personally obligated to pay the same.

It is the intent of the Provisions of this Article to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Tract Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said

amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

3.04. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Tract Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Tract Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Tract Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

3.05. In consideration of the Property infrastructure, the Developer shall be exempt from the payment of all Assessments.

3.06. The lien described in this Article III shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article III.

ARTICLE IV DEVELOPER'S RIGHTS AND RESERVATIONS

4.01. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights or for the time allowed under the Texas Property Code. Notwithstanding the foregoing, the Developer rights shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Property. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

4.02. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Lampasas County, Texas. No consent shall be required of the Association or any Member thereof, each Tract Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

ARTICLE V DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

5.01. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Property.

5.02. The Association (or any Tract Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Tract Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Tract Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Tract Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Tract Owner or the Association to obtain compliance by the defaulting Tract

Owner. The defaulting Tract Owner shall be liable for all damages suffered by the enforcing Tract Owner or the Association which shall be in an amount established by the Court.

5.03. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

5.04. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

5.05. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Assess a charge of \$50.00 per day against any Tract Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2017 as a base year. Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (b) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

6.01. Basic Control & Applications.

(a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the transfer control date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the transfer control date) approval. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of the main residence, Tiny House or

modular cabin and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

(b) Each application made to the Architectural Control Committee or Developer (prior to the transfer control date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the transfer control date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the transfer control date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

6.02 Architectural Control Committee.

(a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.

(b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property Lampasas County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

6.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article VI within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

6.04 Effect of Approval. The granting of an ACC approval (whether in writing

or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

6.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and Improvements and the particular provision covered by the variance, nor shall it affect in any way the Tract Owner's obligation to comply with all governmental laws and regulations affecting the use of the Tract Owner's Lot.

ARTICLE VII GENERAL PROVISIONS

7.01. The provisions hereof shall run with the land and shall be binding upon all Tract Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

7.02. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members.

7.03. The Developer shall have and reserve the right at any time prior to the transfer of control to the Association, without the joinder or consent of any Tract Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns a portion of the Property and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Property and evidenced by these Restrictions.

7.04. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

7.05. The provisions hereof shall be binding upon and inure to the benefit of the Tract Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

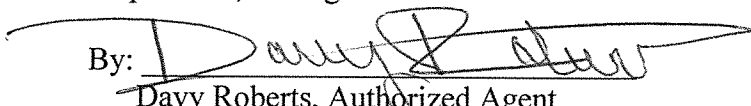
7.06. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

[Signature follows on next page]

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 15th day of JUNE, 2018.

The Ranches at Savanna Ridge, LLC, a Delaware Limited Liability Company

By: American Land Partners, Inc., a Delaware corporation, Manager

By: 
Davy Roberts, Authorized Agent

STATE OF TEXAS

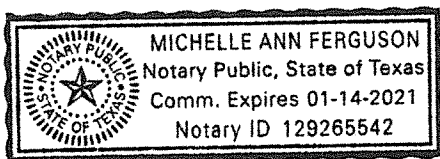
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COUNTY OF LAMPASAS

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This instrument was acknowledged before me on the 15th day of JUNE, 2018, by Davy Roberts, Authorized Agent of The Ranches at Savanna Ridge, LLC, in the capacity therein stated and as the act and deed of said company.




NOTARY PUBLIC, State of Texas

854.76 ACRES

BEING 854.76 acres of land out Blocks 61, 62, 63, 64, 65 & 66 of the Austin County School Land Three League, Abstract No. 2, Lampasas County, Texas, including 1.51 acres within County Road 2800 as occupied and being that tract described in a Warranty Deed to Robert Dyer, et ux dated May 22, 1992 and recorded in Volume 292, Page 831 of the Deed Records of Lampasas County and that tract described in a Warranty Deed to Robert Dyer, et ux, dated August 6, 1971 and recorded in Volume 149, Page 743 of said deed records and described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin with no cap found at a fence corner post in the south margin of County Road 2800 for the northeast corner of that "save and except" tract described in said Dyer deed (292/831) and being the northwest corner of this tract;

THENCE: N 69° 54' 41" E with the south margin of County Road 2800, at 1708.70 feet crossing the approximate centerline and joining the north margin of County Road 2800, in all 3165.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set in the north margin of County Road 2800 and fenced south line of that tract described in a General Warranty Deed to Lazy WL Ranch, LP dated December 4, 2012 and recorded in Volume 483, Page 649 of said deed records and being the northeast corner of said Dyer tract (292/831) and this tract;

THENCE: with the east line of this tract the following courses and distances:

1. S 20° 40' 29" E 3643.09 feet to a fence corner post found for the occupied southeast corner of said Dyer tract (292/831) in the north line of said Dyer tract (149/743),
2. N 69° 53' 25" E 230.90 feet to a pipe fence corner post found in the west line of that tract described as Parcel Two, Tract Two in a Special Warranty Deed to HJHRMEJ, Ltd. dated October 11, 2011 and recorded in Volume 473, Page 207 of said deed records,
3. S 18° 22' 12" E 5879.10 feet to a 12" fence corner post with a mag nail with a shiner inscribed "CCC 4835" set in the top of said post, in the north line of that tract described in a Warranty Deed to T.J. Ault, et ux dated June 12, 1982 and recorded in Volume 119, Page 519 of said deed records for the southwest corner of that tract described in a General Warranty Deed to Juanita Fern Welch Procter, et al, dated December 31, 2009 and recorded in Volume 474, Page 837 of said deed records and being the southeast corner of said Dyer tract (149/743) and this tract;

THENCE: S 69° 54' 41" W 4313.86 feet along a fence to a 1/2" iron pin with a yellow plastic cap inscribed "M&Assoc Killeen" found at a fence post in the north line of said Ault tract for the southeast corner of that tract described in a General Warranty Deed to Equity Trust Company dated February 27, 2015 and recorded in Volume 505, Page 565 of said deed records and being the southwest corner of said Dyer tract (149/743) and this tract;

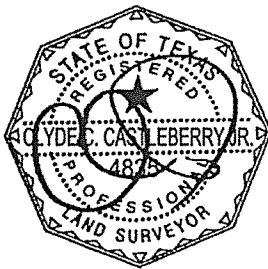
THENCE: with the west line of this tract the following courses and distances:

1. N 19° 20' 32" W 5875.31 feet to a pipe fence corner post found in the east line of said Equity Trust Company Tract for the southwest corner of that tract described in a General Warranty Deed to Robert Dyer, et ux, dated April 25, 2005 and recorded in Volume 408, Page 606 of said deed records and being an outside ell corner of this tract,

854.76 ACRES (continued)

2. N 69° 52' 13" E 984.68 feet to a pipe fence corner post found for the southeast corner of said Dyer tract (408/606) and being an inside ell corner of this tract,
3. N 20° 10' 21" W 2089.40 feet to a 1/2" iron pin with no cap found at a fence post for the northeast corner of said Dyer tract (408/606) and the southeast corner of said Dyer "save and except" tract (292/831),
4. N 20° 08' 44" W 1554.36 feet to the Point of Beginning.

Bearings based on Texas State Plane Coordinate System, Central Zone NAD 83.



Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No. 4835

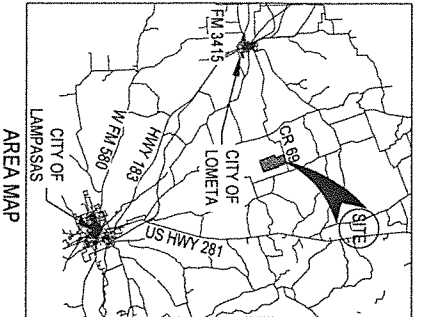
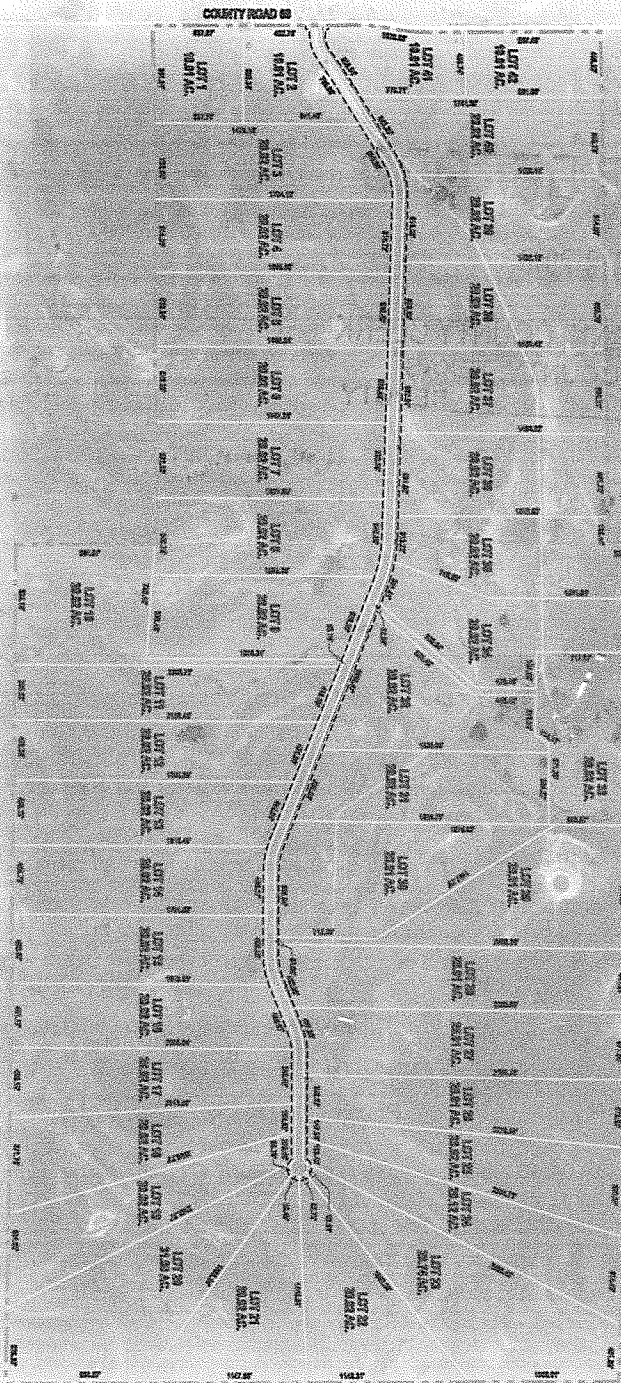
Triple C Surveying Co.
PO Box 544
Lampasas, Texas 76550
www.triplecsurveying.com
Firm No. 10193916

Exhibit " A "

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Savanna Ridge

EXHIBIT "B"



LEGEND

--- PROPERTY BOUNDARY LINE

--- PUBLIC UTILITY EASEMENT

--- SHOOTING APPROPRIATION LOCATION

THE COUNTY OF TARRANT COUNTY IS A SUBDIVISION OF THE STATE OF TEXAS. THE COUNTY OF TARRANT COUNTY IS A SUBDIVISION OF THE STATE OF TEXAS. THE COUNTY OF TARRANT COUNTY IS A SUBDIVISION OF THE STATE OF TEXAS.

172544

FILED FOR RECORD

3:00pm
JUN 18 2018

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS
Chawford DEPUTY

THE STATE OF TEXAS
COUNTY OF LAMPASAS }

I, Connie Hartmann CLERK OF THE

County Court in and for the County do hereby certify that the foregoing instrument

with its certificate of authentication was filed for
record in my office the 18th day of June 20 18 at 3:00 o'clock P M
and duly Recorded the 18th day of June 20 18 at 3:30 o'clock P M
Deed Records of said County, in Vol 543 on page 881-896

WITNESS my hand and seal of the County Court of said County, at office in Lampasas, Texas
the day and year last above written

Chawford Deputy

Connie Hartmann Clerk
County Court of Lampasas County