

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

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

4. All homes must have a minimum of three feet (3') of masonry on the front exterior.

5. Before a residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 3 months of the calendar year. Travel trailers and RV's shall not be used as a residence. After a residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

6. Mobile homes, manufactured homes and modular homes are prohibited on the Property.

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

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

9. No signs advertising, bill boards, may be placed on the Property with the exception of one professionally made "for sale" sign.

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

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.

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.

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, rear 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
SKYVIEW RANCH
PROPERTY OWNERS' ASSOCIATION, INC.

1. SkyView Ranch 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. Every person or entity who is a record Owner of any Tract of Land ("Tract Owner") from the 438.58 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

1. 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 one hundred dollars (\$100.00) 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.

2. 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 drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. 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. 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 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 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 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 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.

4. 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 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 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 Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

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

6. 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 States 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

1. 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.

2. 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 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

1. 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.

2. The Association (or any 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 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 Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or

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

3. 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.

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

5. 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 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 2016 as a base year. Failure to pay such assessment by the violating 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 GENERAL PROVISIONS

1. The provisions hereof shall run with the land and shall be binding upon all 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.

2. 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.

3. 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 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.

4. 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.

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

6. 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.

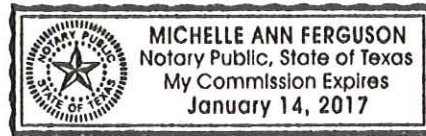
[Signature follows on next page]

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 26th day of MAY, 2016.

Lampasas Land Partners, LLC, a Delaware limited liability company

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

By: Davy Roberts
Davy Roberts, Authorized Agent



STATE OF TEXAS

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§
§

COUNTY OF Burnet

This instrument was acknowledged before me on the 26th day of May, 2016, by Davy Roberts, Authorized Agent of Lampasas Land Partners, LLC, in the capacity therein stated and as the act and deed of said company.

Michelle Ann Ferguson
NOTARY PUBLIC, State of Texas

MATKIN HOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006
PHONE: 830-249-0600 FAX: 830-249-0099
TEXAS REGISTERED SURVEYING FIRM F-10024000

TRACT ONE

FIELD NOTES FOR A 320.315 ACRE TRACT OF LAND

BEING A 320.315 ACRE TRACT OF LAND OUT OF THE LUCINDA PREIST SURVEY, ABSTRACT NO. 1125, THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT NO. 1323, AND THE DANIEL McDONALD SURVEY, ABSTRACT NO. 878, LAMPASAS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 442.03 ACRE TRACT RECORDED IN VOLUME 425, PAGE 680, DEED RECORDS OF LAMPASAS COUNTY, TEXAS, SAID 320.315 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a $\frac{1}{4}$ " iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap in the southwest boundary line of the above mentioned 442.03 acre tract, at the intersection of the northeast right-of-way line of County Road No. 2001, with the southeast right-of-way line of County Road No. 2136 and for the northwest corner of the herein described tract;

- (1) Thence, departing the northeast right-of-way line of County Road No. 2001, severing the called 442.03 acre tract, with the southeast right-of-way line of County Road No. 2136 and the northwest boundary line of the herein described tract the following courses and distances:

- a. N $61^{\circ} 15' 41''$ E, 81.53' (no record) to a $\frac{1}{2}$ " iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap for angle of the herein described tract;
- b. N $67^{\circ} 46' 55''$ E, 2338.79' (no record) to a $\frac{1}{4}$ " iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap for interior corner of the herein described tract;
- c. N $01^{\circ} 45' 55''$ W, a distance of 21.39' (no record) to a $\frac{1}{4}$ " iron rod found for corner at an interior corner of the called 442.03 acre tract and for an angle of the herein described tract;

- (2) Thence, N $70^{\circ} 26' 01''$ E, with a the northwest boundary line of called 442.03 acre tract and a northwest boundary line of the herein described tract, a distance of 1413.44' (N $71^{\circ} 27' 55''$ E, 1413.72', record) to a $\frac{1}{4}$ " iron rod with yellow "Maples RPLS 5043" cap found at an exterior corner of the called 442.03 acre tract and for a north corner of the herein described tract;

- (3) Thence, S $23^{\circ} 03' 49''$ E, with a northeast boundary line of the called 442.03 acre tract and a northeast boundary line of the herein described tract, a distance of 432.95' (S $22^{\circ} 02'$

Exhibit " A "

Page 1 of 5

10" E, 433.05', record) to a ½" iron rod with yellow "Maples RPLS 5043" cap found at an interior corner of the called 442.03 acre tract and for an interior corner of the herein described tract;

- (4) Thence, N 68° 54' 30" E, with a northwest boundary line of the called 442.03 acre tract and a northwest boundary line of the herein described tract, a distance of 392.86' (N 69° 56' 30" E, 392.95', record) to a ½" iron rod with yellow "Maples RPLS 5043" cap found at the west corner of a called 90.09 acre tract recorded in Volume 443, Page 619, Deed Records of Lampasas County, Texas, at a northeast corner of the called 442.03 acre tract and for a northeast corner of the herein described tract;
- (5) Thence, S 26° 13' 09" E, with the southwest boundary line of the called 90.09 acre tract, the southeast boundary line of the called 442.03 acre tract and the southeast boundary line of the herein described tract, a distance of 1651.02' (S 25° 11' 25" E, 1651.35', record) to a ½" iron rod found for angle at the south corner of the called 90.09 acre tract, the west corner of a called 56.371 acre tract recorded in Volume 408, Page 41, Deed Records of Lampasas County, Texas, an angle of the called 442.03 acre tract and an angle of the herein described tract;
- (6) Thence, with the southwest boundary line of the called 56.371 acre tract, a northeast boundary line of the called 442.03 acre tract and a northeast boundary line of the herein described tract the following courses and distances:
 - a. S 24° 52' 26" E, 247.98' (S 23° 47' 40" E, 248.02', record) to a ½" iron rod found for angle of the herein described tract;
 - b. S 21° 27' 54" E, 990.80' (S 20° 25' 50" E, 990.90', record) to a ½" iron rod found in the northwest line of County Road No. 2080, at the south corner of the called 56.371 acre tract, at an east corner of the called 442.03 acre tract and for the east corner of the herein described tract;
- (7) Thence, with the northwest line of County Road No. 2080, the southeast boundary line of the called 442.03 acre tract and the southeast boundary line of the herein described tract the following courses and distances:
 - a. S 69° 00' 09" W, 2588.15' (S 70° 02' 20" W, 2588.72', record) to a ½" iron rod found for angle of the herein described tract;
 - b. S 69° 55' 09" W, 1531.34' (S 70° 56' 45" W, 1531.45', record) to a ½" iron rod found at the intersection of the northwest line of County Road No. 2080, with the northeast line of County Road No. 2001, at the south corner of the called 442.03 acre tract and for the south corner of the herein described tract;

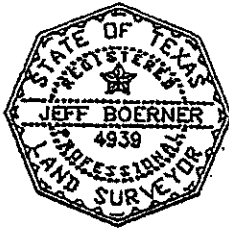
Exhibit "A"

Page 2 of 5

(8) Thence, with the northeast right-of-way line of County Road No. 2001, the southwest boundary line of the called 442.03 acre tract and the southwest boundary line of the herein described tract, the following courses and distances:

- a. N 50° 05' 48" W, 276.40' (N 49° 03' 45" W, 276.45', record) to a ½" iron rod found for angle of the herein described tract;
- b. N 36° 19' 35" W, 170.62' (N 35° 17' 00" W, 170.65', record) to a ½" iron rod found for angle of the herein described tract;
- c. N 23° 29' 47" W, 2840.80' (N 22° 27' 50" W, record) to the POINT OF BEGINNING and containing 320.315 acres of land, more or less.

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




Jeff Boerner Date: 05-10-2016
RRLS #4939
Job #16-4053 320.315 ACRES

Exhibit "A"

Page 3 of 5

MATKIN HOOVER

ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006
 PHONE: 830-249-0600 FAX: 830-249-0099
 TEXAS REGISTERED SURVEYING FIRM F-10024000

TRACT TWO

FIELD NOTES FOR A 118.262 ACRE TRACT OF LAND

BEING A 118.262 ACRE TRACT OF LAND OUT OF THE J. E. STEVENSON SURVEY, ABSTRACT NO. 835, AND THE LUCINDA PREIST SURVEY, ABSTRACT NO. 1125, LAMPASAS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 442.03 ACRE TRACT RECORDED IN VOLUME 425, PAGE 680, DEED RECORDS OF LAMPASAS COUNTY, TEXAS, SAID 118.262 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a $\frac{1}{2}$ " iron rod found in the northeast line of County Road No. 2001, in the southeast boundary line of a called 150 acre tract designated as "First Tract" recorded in Volume 345, Page 745, Deed Records of Lampasas County, Texas, at the northwest corner of the above mentioned 442.03 acres and for the west corner of the herein described tract,

- (1) Thence, N 69° 49' 26" E, departing the northeast line of County Road No. 2001, with the southeast boundary line of the called 150 acre tract, the southeast boundary line of a called 123.3 acre tract designated as "Fourth Tract" recorded in Volume 345, Page 745, Deed Records of Lampasas County, Texas, a northwest boundary line of the called 442.03 acre tract and a northwest boundary line of the herein described tract, a distance of 2051.37' (N 70° 51' 15" E, 2051.62', record) to a $\frac{1}{2}$ " iron rod with yellow "Maples RPLS 5043" cap found at an interior corner of the called 123.3 acre tract, an exterior corner of the called 442.03 acre tract and for an exterior corner of the herein described tract;
- (2) Thence, S 21° 52' 03" E, with a southwest boundary line of the called 123.3 acre tract, a northeast boundary line of the called 442.03 acre tract and a northeast boundary line of the herein described tract, a distance of 569.99' (S 20° 50' 20" E, 570.23', record) to a $\frac{1}{2}$ " iron rod with yellow "Maples RPLS 5043" cap found at the south corner of the called 123.3 acre tract, an interior corner of the called 442.03 acre tract and for an interior corner of the herein described tract;
- (3) Thence, N 70° 19' 17" E, with the southeast boundary line of the called 123.3 acre tract, a portion of the southeast boundary line of a called 142.8 tract designated as "Fifth Tract" recorded in Volume 345, Page 745, Deed Records of Lampasas County, Texas, a northwest boundary line of the called 442.03 acre tract and a northwest boundary line of the herein described tract, a distance of 2505.90' (N 71° 21' 15" E, 2506.29', record) to a $\frac{1}{2}$ " iron rod found at the west corner of a called 100.25 acre tract recorded in Volume 478, Page 575, Deed Records of Lampasas County, Texas, at the north corner of the called 442.03 acre tract and for the north corner of the herein described tract;
- (4) Thence, S 19° 21' 10" E, departing the southeast boundary line of the called 142.8 acre tract, with the southwest boundary line of the called 100.25 acre tract, a northeast boundary line of

Exhibit "A"

Page 4 of 5

the called 442.03 acre tract and a northeast boundary line of the herein described tract, a distance of 1293.27' (S 18° 19' 20" E, record) to a ½" iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap in the northwest right-of-way line of County Road No. 2136 and for the southeast corner of the herein described tract;

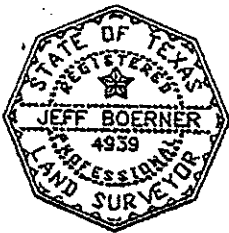
- (5) Thence, departing the southwest boundary line of the called 100.25 acre tract, severing the called 442.03 acre tract, with the northwest right-of-way line of County Road No. 2136 and with the southwest boundary line of the herein described tract, the following courses and distances:

- a. S 67° 46' 30" W, 2355.39' (no record) to a ½" iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap for angle of the herein described tract;
- b. S 60° 08' 20" W, 77.81' (no record) to a ½" iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap in the southwest boundary line of the called 442.03 acre tract, at the intersection of the northwest right-of-way line of County Road No. 2136, with the northeast right-of-way line of County Road No. 2001 and for the south corner of the herein described tract;

- (6) Thence, with the northeast right-of-way line of County Road No. 2001, with the southwest boundary line of the called 442.03 acre tract and the southwest boundary line of the herein described tract, the following courses and distances:

- a. N 45° 36' 14" W, 382.61' (N 44° 34' 35" W, record) to a ½" iron rod found for angle of the herein described tract;
- b. N 70° 19' 32" W, 2553.73' (N 69° 17' 30" W, 2554.08', record) to the POINT OF BEGINNING and containing 118.262 acres of land, more or less.

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



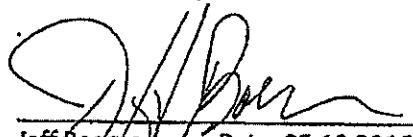

Jeff Boerner Date: 05-10-2016
RPLS #4939
Job #16-4053 118.262 ACRES



EXHIBIT SHOWING: A 320.315 ACRE TRACT (TRACT B) OF LAND OUT OF THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT NO. 1323, AND THE DANIEL McDONALD SURVEY, ABSTRACT NO. 878, LAMPASAS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 442.03 ACRE TRACT RECORDED IN VOLUME 425, PAGE 680, DEED RECORDS OF LAMPASAS COUNTY, TEXAS.

[illegible]

MATKIN TOOVER
DELIA HIRSH
ENTERTAINMENT WEEKLY

163281

FILED FOR RECORD

2:45 PM

MAY 27 2016

Connie Hartmann
CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS

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 this 27th day of May 2016 at 2:45 o'clock P.M
and duly Recorded the 27th day of May 2016 at 3:00 o'clock P.M
Deed Records of said County, in Vol 518 on pages 806-822

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

Deputy

Connie Hartmann

Clerk

County Court of Lampasas County