

CHICAGO TITLE GF# 4200238404485 **DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS**

Double B River Tracts

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF UVALDE §

PECAN NUECES RIVER, LLC, a Texas limited liability company, and HAWKINS FAMILY PARTNERS, LP, a Texas limited partnership (hereinafter collectively referred to as the “Declarant”), being the owners of the legal and equitable title in and to that certain real property lying and being situated in the County of Uvalde and the State of Texas, and being more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”), do hereby declare and impose upon the Property and each subdivided portion thereof depicted on Exhibit B attached hereto and made a part hereof (each, a “Tract” and collectively, the “Tracts”), the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the “Declaration”) shall apply to and become a part of all legal instruments whereby title or possession to any portion of the Property is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the described Property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

ARTICLE 1

COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS

1.01 Residential Use and Building Limitation: All Tracts, except as expressly provided in this Declaration to the contrary, are hereby restricted exclusively to single-family residential use. No Lot shall ever be used for a commercial purpose. A home office that does not generate third party business-related vehicle trips to and from the residence, nor exterior storage of identifiable inventory, equipment, or business vehicles is permitted. No structures shall be erected, placed, or maintained on any Tract other than a conventional on-site constructed single-family residence with such accessory structures authorized by this Declaration. Not more than one single-family primary residence, two guest houses, one detached garage, and one on-site constructed storage building may be built on a Tract. The term “conventional on-site constructed single-family residence” shall exclude, specifically, mobile homes, double-wide mobile homes, house trailers,

modular homes, and move-on homes. Furthermore, no docks or other improvements are permitted which would protrude into or over the River.

1.02 Leasing: Leasing, and specifically short-term leasing, is permitted.

1.03 Size and Specifications: All improvements on any Tract shall be constructed in accordance with the following:

1.03.1 Each single-story residence constructed shall contain not less than 1,250 square feet of finished heated and air-conditioned living space, exclusive of porches, decks, garages, and carports. All porches shall be covered. Guest houses shall contain not less than 500 square feet of finished heated and air-conditioned living space, exclusive of porches, decks, garages, and carports. No storage building may be larger than 600 square feet.

1.03.2 All swimming pools must be constructed in-ground. Above-ground pools are prohibited. All swimming pools must be constructed within fenced areas.

1.03.3 Propane tanks must be totally screened from view from the road and other owners of any of the Property or Tracts (each an "Owner").

1.04 Setback Requirements and Front and Rear Building Lines:

1.04.1 Residences constructed shall be subject to a 200-foot front building setback line, measured from the inside edge of the Extended Access Easement Area or the Original Easement, as applicable (each as defined below). Residences, garages, or any other buildings of any kind shall be subject to a building line setback of not less than 20 feet from any side property line and 100 feet from any rear property line. All pet enclosures must be located behind the Rear Building Projection Line no closer than 100 feet to the side and rear property lines and within the fenced area. The front, side and Rear Building Projection Lines of improvements constructed on any Tract shall not encroach upon the building line setbacks described herein. Furthermore, all improvements of any kind shall comply with any setbacks from the River required by applicable law. Notwithstanding anything herein to the contrary, the front building setback line for Tracts 28 and 29 shall only be 125 feet.

1.04.2 "The Rear Building Projection Line" is that line parallel to the rear property line which intersects the rear-most projection of an improvement constructed on any Tract, including roof overhangs, decks, and porches.

1.05 Construction Activity: Each builder of improvements on any Tract and any such builder's subcontractors (herein collectively referred to as "Builder") shall comply with the following rules during the construction of improvements within the Property:

1.05.1 The Builder will be permitted to place a single sign no larger than four square feet on the Tract on which it is working identifying the Builder during construction.

1.05.2 A temporary construction driveway, extending at least 30 feet into the Tract must be completed by the Builder prior to the commencement of other construction activity, and must consist of three-inch diameter, solid rock base material.

1.05.3 The Builder shall place a trash receptacle for construction debris on the Tract prior to the commencement of construction of any improvements on the Tract. The Builder must remove any accumulated construction debris from the Tract on a weekly basis. The builder shall place toilet facilities at the site prior to construction commencing. The Builder shall immediately remove any waste, construction materials or debris which might accumulate on any part of the Property other than the Tract that the Builder has been hired to improve.

1.05.4 The Builder will be required to install silt fencing to prevent storm water erosion and siltation on adjoining Tracts and the Nueces River (the "River"). Silt fencing must be maintained in place until all areas of the Tract disturbed by construction activity have been re-vegetated. Construction debris must not block any drainage way within the Properties.

1.05.5 Construction activity will occur only after sunrise and will terminate at sunset. This Declaration shall not be construed so as to prevent or interfere unreasonably with the normal construction, repairs or maintenance of improvements by an Owner upon any Tract within the Property. Specifically, no such activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, all adjoining roadways and thoroughfares shall be kept free from debris, and during construction, each Tract must utilize a commercial size roll off trash receptacle from commencement until completion of construction.

1.05.6 Vehicles for all construction personnel must park on the lot where they are working, not on the roadways, and not on the road ditches and grassy areas of the right-of-way. Access to the building site can only be across the construction entrance and not across other areas of the subject building Tract, or across any other Tracts. The Builder shall not trespass on Tracts adjacent to the construction site.

1.06 Quality Workmanship and Maintenance: All improvements and structures, including, but not limited to homes, garages, fences, storage buildings, and other improvements, shall be constructed of quality material and in a good and workman-like manner. All improvements shall be maintained to prevent deterioration and to ensure that their appearance will not be detrimental to the surrounding Tracts and the Property.

1.07 Storage of Materials and Personal Belongings: No materials or personal belongings of any kind shall be placed upon any Tract except within the permitted garages, or on-site constructed storage building.

1.08 Utility Easements: Public Utility Easements are hereby reserved and dedicated over and across a 15-foot strip along and adjacent to the Extended Access Easement Area or the Original Easement, as applicable, at the front of each Tract, being the 15 foot strip immediately west of and parallel with the Extended Access Easement Area or the Original Easement (the "Utility Easement Area"), for the purpose of installing, maintaining, and repairing electric power, gas, telephone, water, cable, drainage and/or any other similar utility lines, facilities, and services for the Tracts (the

“Utility Easements”). The Utility Easements reserved and dedicated hereby shall be for the general benefit of the Property. These Utility Easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. For the avoidance of doubt, electric easements are reserved and dedicated over and across the Utility Easement Area, the purpose and scope of which is to place, construct, re-construct, re-phase, operate, maintain, relocate, replace and remove in, upon, below or above the Utility Easement Area electric distribution lines or systems and equipment, or other services and systems, and its related appurtenances and equipment, and to cut or trim and/or remove any or all trees, brush, shrubbery or other obstructions within or outside the Utility Easement Area to the extent necessary to keep the Utility Easement Area clear, or which might otherwise endanger or interfere with the efficiency of the lines. Any Owner installing a fence or other improvement within the area encumbered by the easements described herein does so at his own risk.

1.09 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re- subdividing allowed of any of the Tracts into smaller lots or tracts smaller than 10 acres. All Tracts shall remain the sizes shown on Exhibit B, except that any person owning two or more adjoining Tracts may consider the adjoining Tracts a single Tract for purposes of the building site setbacks set forth herein.

1.10 Sewage: Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. All Sewage, wastewater systems shall be located at least 100 feet from the adjacent Tracts and the River. No outside, open or pit type toilets will be permitted on the Tracts. No cesspools will be permitted on the Tracts. The foregoing restriction shall not be construed to prohibit temporary, portable outdoor toilets for construction workers from being placed on any Tract during construction, repairs, or maintenance of improvements.

1.11 Water: All residences constructed within the Property shall obtain household water by well, rain collection system, or both. The natural flow of the Nueces River provides an important asset to all the Tracts and it is the intent hereof to retain as much as reasonably possible the benefit and value of the River as it currently exists for all the Tracts. Accordingly, Owners are prohibited from damming or diverting the flow of the River or from extending fencing or constructing, extending or allowing other obstructions into the River. In the event said River is dammed or diverted, whether caused naturally or intentionally, every other Owner of a Tract within the Property shall have the right to cause said dam or diversion to be removed. If such cannot be done peacefully, the affected Owners are entitled to file for arbitration as set forth herein or seek any other remedy available at law or equity. All well, rain collection systems shall be located at least 100 feet from the adjacent Tracts and the River.

1.12 Trash Disposal: No Tract shall ever be used for outside, unenclosed storage of any ground items or materials whatsoever, nor shall any Tract or part thereof be used or maintained as a dumping for rubbish or debris or junk. Each Owner must have trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. Sanitary trash containers must be placed on the street no sooner than the evening before the day of trash pickup and returned to

storage on the day of trash pickup. All cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Any compost pile must be (a) properly maintained, (b) not visible from any street, (c) located no closer than 100 feet from any adjoining Tract and (d) located in a manner that will not contaminate the river.

1.13 Nuisances, Illegal and Hazardous Activities: No activities shall be conducted on the Property, and no improvements shall be constructed or allowed to remain on the Property or any Tract, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon the Property, (b) no explosives shall be kept or used on the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted on the Property except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discharged onto the Property. No portion of the Property shall be used in a manner that creates a nuisance to other Owners. Nuisance shall include but not be limited to barking dogs, loud music, any lighting that protrudes outward and/or upward, and loud unmuffled vehicles. No extraordinarily loud exterior speakers, horns, whistles, bells or other sound devices (other than security device used exclusively for security purposes) shall be located, used or placed on any portion of the Property. No illegal activities shall be conducted on the Property.

1.14 Temporary Structures: Except as allowed specifically here in, no temporary or portable structures/buildings shall be placed upon the Property. Temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction, repairs or maintenance of improvements to or on a Tract, may be placed on said Tract for a period of up to twelve months. No tents, campers, trailers, or other vehicles shall be used on any of the Property for permanent residential purposes and only on a temporary basis not to exceed a total of 30 days every calendar year. Said campers and trailers if stored/placed on a Tract for longer than 30 days must be placed in a covered structure adjacent to the main residence.

1.15 Vehicles, Boats and Trailers: All non-operating and non-regularly used vehicles, and all trailers of any kind, boats, boat trailers, travel trailers, campers, recreational vehicles, motor homes, tractors, golf carts, go carts, four wheelers, bikes, jet skis, and all other recreational vehicles of any kind, and yard equipment, must be stored in enclosed structures at all times. None of the foregoing items are allowed on any Tract until construction of the residence is completed and occupied. Non-regularly used vehicles means vehicles used less than one time per week. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any portion of the Property at any time except temporarily while such vehicles are being used in the construction, repairs, or maintenance of improvements on said Tract. No Tract shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or allowed to remain on any Tract. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like shall be kept on any Tract other than in a garage or similar enclosed structure.

1.16 Fences: All fences must be well maintained to prevent sagging and deterioration and installed in a workmanlike manner. Fence lines must be mowed and kept free of weeds, trash, and garbage at all times. No fencing shall be permitted or constructed which obstructs the views of the surrounding area, except that there may be constructed on each Tract one privacy fence located within 40 feet of the building perimeter of the main residence.

1.17 Pets, Livestock, and Grazing: No pets or animals other than cats, dogs, and those that are contained indoors in aquariums or bird cages shall be permitted on any Tract. No more than a total of four dogs and cats, combined, may be maintained on any Tract. Puppies or kittens younger than 12 weeks are excluded from this limitation. The commercial breeding of animals is prohibited. No pets may be maintained on a Tract if they become a nuisance. Pets may not be maintained on the Tract prior to the occupancy of the residence.

1.18 Pet Containment: All dogs shall be contained within a fenced area of a Tract. Pet enclosures must be constructed of new material and must be kept neat and clean in appearance. All pet enclosures must be located behind the Rear Building Projection Line no closer than 100 feet to the side and rear property lines and within the fenced area. No dog shall be allowed to roam off the Owner's Tract at any time.

1.19 Signs: Three signs are permitted on a lot, no larger than four square feet each in surface area which advertises (a) the property for sale or rent; and/or (b) an open house; and/or (c) the identity of the Builder. Up to two (2) signs for a political candidate (meeting the size limitations of the prior sentence) are permitted during the 12 months prior to an election provided that such political signs are removed within 24 hours after the election, and any runoff, involving the particular candidate.

1.20 Antennae: No exterior radio, television or any other type of broadcast antenna shall be higher than 30 feet as measured from the ground at the location of the antenna. All satellite dish receivers must be located no closer than 100 feet from any adjoining Tract.

1.21 Hunting and Firearms: Discharge of firearms are expressly prohibited within the Property.

1.22 Oil, Gas and Mineral Development: No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on any Tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Tract. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained, or permitted on any Tract.

1.23 Parking: Streets shall not be used for parking except for emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way at any time.

1.24 Use of Chemicals: Property Owners (and their contractors or agents) are required to adhere to "Best Management Practices" as promulgated by the Texas Commission on Environmental Quality with respect to the use of pesticide, herbicide, and fertilizer within the Property.

1.25 Temporary Occupancy of Tract: There shall be no overnight or weekend camping on any Tract except by Property Owner and their guests. Paid or commercialized camping is not permitted.

1.26 Roadway and Access Easement: Lucille Jackson Clark and Clark Land, LTD, as grantors, granted a 50' access easement for the benefit of the Property pursuant to that certain Easement Agreement for Access dated November 8, 2021 recorded under Instrument No. 2021012444 in the Official Public Records of Uvalde County, Texas (as amended, the "Access Easement Agreement"), together with appurtenant rights and obligations as more particularly described therein. The 50' access easement described in the Access Easement Agreement (the "Original Easement") presently terminates at a location near the northern boundary of Tract 10, as reflected on Exhibit B. Declarant hereby reserves, declares and dedicates a 50.00 ft. wide road access easement (the "Extended Access Easement") lying and being situated in Uvalde County, Texas, being the easternmost 50.00 feet of each of the Benefitted Tracts (defined below) and a northeastern portion of Tract 4, as more particularly shown on Exhibit C (the "Extended Access Easement Area"), for the purpose of providing free and uninterrupted pedestrian and vehicular ingress to and egress from each of Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 (the "Benefitted Tracts"), to and from the Original Easement and State Highway 55. The Extended Access Easement is appurtenant to and runs with all or any portion of the Benefitted Tracts, whether or not the Extended Access Easement is referenced or described in any conveyance of all or such portion of the Benefitted Tracts. The Easement is nonexclusive and irrevocable. The duration of the Extended Access Easement is perpetual. Declarant reserves the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Extended Access Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Area. However, Declarant must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement. Declarant reserves the right, but shall not be obligated to, construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Extended Access Easement Area or the Original Easement (collectively, the "Road Improvements").

1.27 Maintenance, Repair, Assessments. Maintenance and repair of the Road Improvements shall be the obligation of the Declarant. Declarant expressly reserves the right to assign, transfer, and convey the easements described herein to any owners' association, governmental authority, or quasi-governmental authority, as well as the maintenance obligations for the Road Improvements. Each Owner shall be obligated to pay to Declarant such Owner's Proportionate Share of the cost and expense of constructing, installing, maintaining, repairing, and replacing any portion of the Road Improvements as provided hereunder (the "Shared Facilities Maintenance Costs"). Each Owner's "Proportionate Share" shall be equal to a sum calculated by multiplying the Shared Facilities Maintenance Costs or other sums (as the case may be) by a fraction, the numerator of which is 1 for each Tract owned by the Owner and the denominator of which is 29 (i.e. the number of Tracts). Declarant expressly reserves the right to assign, transfer, and convey any or all of the rights and obligations of this Section 1.27 (the "Maintenance Obligations") to any owners' association, governmental authority, or quasi-governmental authority that may have the right to charge assessments against the Owners for their Proportionate Share of the cost of the Shared Facilities Maintenance Costs.

ARTICLE 2

GENERAL

2.01 Enforcement: Declarant, Owners and any person owning any interest in any of the Tracts in said Property, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation.

In order to enforce the Declaration, any Tract Owner, and/or Declarant, shall deliver written notice to the alleged violator who shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining party and/or other owners of the Property, in which case the notice period will be reduced to the maximum time which will not cause serious harm to others); and if the alleged violator fails to do so, then the complaining owner(s) shall have the right to enforce the provisions of this Declaration. The failure of any party to enforce the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce this Declaration or to recover his/her attorney's fees and cost of suit from the other party. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

2.02 Monetary Fines: Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief. In order to assure compliance, and to allow Declarant to enforce compliance, it is expressly acknowledged and agreed that (i) Declarant or its assigns may enforce all terms of this Declaration at all times, and (ii) Declarant or its assigns is authorized to impose monetary fines as a means of enforcement of the Declaration, in accordance with this paragraph, and (iii) Declarant or its assigns is authorized to cure any violation of the Declaration, in accordance with this paragraph. If Declarant or its assigns elects to cure any violation of the Declaration such party shall give the violating party 30 day written notice ("Default Notice") of the violation to the address of the Tracts in violation. If such violation is not cured within 30 days of the Date of the Default Notice ("Default Date") (i) the notifying party and its contractors and agents shall have a right, license and easement to enter upon said Tract and cure said violation, (ii) the Owner of said Tract shall pay to the notifying party the cost of such cure plus interest at eighteen percent per annum from the date of demand until paid, plus any and all legal fees and other costs and expenses incurred in connection with any curative action and/or collection action. In addition to the right to cure, the notifying party may impose a monetary fine of \$100.00 per day ("Daily Default Fine") for each day after the Default Date that any violation remains uncured. The Daily Default Fine will increase ten percent on each year ending in a five or zero (e.g., 2025, 2030, etc.). The payment of the Daily Default Fine is secured by a lien, which is hereby retained, on the violating Tract and is a personal obligation of the Owner of the Tract at the time of the violation. The lien may be enforced in any action in law or in equity, and without limitation, may be foreclosed as a contractual lien under the Texas Property Code. Said lien is expressly secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Tract to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Tract. Sale or transfer of a Tract shall not affect the assessment lien. However, the sale or transfer of any

Tract pursuant to mortgage foreclosure will extinguish the lien as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer will relieve such Tract from liability for any sums thereafter becoming due or from the lien thereof. For the avoidance of doubt, the right to impose a Daily Default Fine and right to any lien in connection therewith (and remedies relating thereto) shall be exclusive to the Declarant and any property owner's association which may be established by Declarant to succeed to Declarant's right with respect thereto, and no other Owner shall have such rights, liens, and remedies with respect another Owner. The Declarant will have the right to file notices of violations and/or liens in favor of such Declarant in the Real Property Records of the Tracts location.

In the event the Declarant has determined that an Owner, or the Owner's contractor, is violating the Declaration, the Declarant is also authorized to prohibit a Builder from engaging in construction activities within the Property.

Failure by the Declarant to enforce promptly the forgoing curative requirements or monetary fines shall in no event be deemed a waiver of the right to enforce the curative requirements or impose the monetary fines at any time during the term of the violation.

2.03 Limitations of Liability: The Declarant, shall not be liable in damages or otherwise to any owner of any Tract within the Property by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (b) any other action taken or not taken pursuant to the provisions of this Declaration.

2.04 Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

2.05 Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of 25 years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 75% or more of the Property (by Tract) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three months immediately prior to the date the covenants otherwise would be automatically extended.

2.06 Amendment: This Declaration may be amended by Declarant alone at any time that Declarant owns any Tract, or by the then Owners of 75% of the Tracts. No amendment shall be effective until there has been recorded in the Official Records of Uvalde County, Texas, an instrument executed and acknowledged by Declarant or the requisite Owners setting forth the amendment. Notwithstanding the foregoing, with respect to amendments made unilaterally by the Declarant, the consent of the Owner of a Tract will be required with respect to any modification or amendment which (a) further restricts any use permitted upon such Owner's Tract, (b) modifies or eliminates the easement rights appurtenant to such Owner's Tract, or (c) imposes or materially increases a burden (financial or otherwise) on such Owner's Tract.

2.07 Assignment of Declarant: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Uvalde County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any other person or entity.

2.08 No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Tract, agrees to hold Declarant or its agents harmless therefrom.

2.09 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property, and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

2.10 Exemption of Declarant: Utility Easements: Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

2.11 Laws and Regulations: Declarant will enforce this Declaration in accordance with the laws of the State of Texas, including Chapter 209 of the Texas Property Code. All owners of any Tracts within the Property shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

2.12 Arbitration: Any controversy or dispute arising out of the terms, conditions, covenants, reservations, restrictions, or rights granted or stated herein and whether or not said dispute arises between Owners or between Owners and the Declarant, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act of the Revised Civil Statutes of Texas. The expenses of arbitration, including attorney fees, conducted pursuant to this paragraph shall be borne by the parties in such proportions as the Arbitrator(s) shall decide. The venue of said arbitration shall lie exclusively in Uvalde County, Texas. It being agreed that by acquiring title to any Tract, said Owner waives the right to trial by a Court of Jurisdiction or by jury as to such matters even if joined with matters not related to the Declaration, the Project, or the Property.

2.13 Variance: The Declarant or its assigns (or following Declarant's conveyance of the last Tract owned by Declarant, then the Owners of 75% of the Tracts) may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or restrictions and requirements set forth herein, when, in its sole opinion and judgement, circumstances such as topography, natural obstructions, Tract configuration, Tract size, aesthetic or environmental considerations may necessitate and justify a variance. Such variances must be evidenced in writing and recorded in the Official Real Property Records of Uvalde County, Texas. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall the granting of any variance effect in any way the Owner's obligation to comply with all governmental laws and Uvalde county regulations affecting the property concerned. Furthermore, the approval of a variance shall not obligate the Declarant to approve any similar or subsequent variance request.

[signatures appear on the following page(s)]

IN WITNESS WHEREOF, Pecan Nueces River, LLC, a Texas limited liability company, and Duff Redfield, LLC, Texas limited liability company, have caused this document to be executed by their duly authorized officers this day of May 16th, 2024.

DECLARANT:

PECAN NUECES RIVER, LLC,
a Texas limited liability company

By: Shawn Anderson Kris Holding Company, LP,
a Texas limited partner, its Manager

By: Hawkins-Shawn Management LLC,
a Texas limited liability company, its General Partner

By: [Signature]
Anderson Price, President

and

HAWKINS FAMILY PARTNERS, LP,
a Texas limited partnership

By: [Signature]
Anderson Price, President

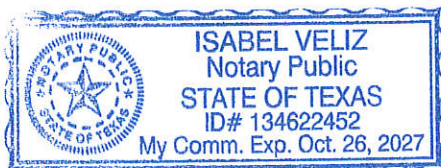
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF Travis §

This instrument was acknowledged before me on May 16, 2024, by Anderson Price, as President of Hawkins-Shawn Management LLC, a Texas limited liability company, and as President of Hawkins Family Partners, LP, a Texas limited partnership, on behalf of said companies.



[Signature]
Notary Public in and for the State of Texas

Exhibit A

Description of Property

Being approximately 293.433 acres of land more particularly described below as three tracts:

Tract 1

100.000 ACRE TRACT

THE STATE OF TEXAS)

COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 100.000 acre tract of land, made for Clark Land, Ltd. and Coco Barringer Nix, et al.

Said 100.000 acre tract of land lying and being situated on and east of the Nueces River, in Uvalde County, Texas; about 17.8 miles N 46° W of the City of Uvalde, the County Seat; all within Sur. No. 152, Isaac M. Lyons, Original Grantee, Abst. No. 318. Said 100.000 acre tract containing all of Tract 11; the west portions of Tracts 12 & 13; and the southwest portion of Tract 14, of the Earl J. Hutcherson Subdivision, as recorded in Vol. 2, Page 77, Slide 87-B, of the Plat Records of said County; and being in most part the south and lower west portion of the same lands designated as "Tract I", as referred to and conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Deed dated March 1, 1996, and recorded in Vol. 362, Pages 408-412, of the Official Public Records of said County. Said 100.000 acre tract being bounded on the west by the east low bank of said Nueces River; on the upper north by a 76.368 acre tract (this date surveyed -- west middle portion of said Clark Land, Ltd. Property); on the upper east and lower north by the Barbara Clark Massey 79.394 acre tract, as recorded in Document No. 2020004809, of the Official Public Records of said County; on the lower east by the Joseph M. Massey, et ux. 233.114 acre tract, as recorded in Vol. 533, Pages 700-706, of the Official Public Records of said County; and on the south by the Pecan Park Subdivision (unrecorded), and from east to west, by the following: 1.) the V. H. Muncie 1.067 acre tract, as recorded in Document No. 2007003595, of the Official Public Records of said County; 2.) the Carl Hilderbran 1.467 acre tract [no deed of record found]; 3.) the Raul C. Gonzalez, et ux. 1.355 acre tract, as recorded in Document No. 2007001694, of the Official Public Records of said County [described in Vol. 325, Pages 582-586, Official Public Records]; 4.) the Raul C. Gonzalez, et ux. 0.764 acre tract, as recorded in Document No. 2017000131, of the Official Public Records of said County [described in Document No. 2010002103, Official Public Records]; 5.) the Cynthia Cecille Marshall 0.761 acre tract, as recorded in Vol. 405, Pages 221-222, of the Official Public Records of said County [described in Vol. 407, Pages 810-812, Official Public Records]; 6.) the Paul Len Gardner 1.352 acre tract, as recorded in Vol. 407, Pages 813-816, of the Official Public Records of said County; 7.) the Juan Ramos 1.123 acre tract, as recorded in Document

Cont. Page 2 of 4, Clark Land, Ltd. -- 100.000 Acre Tract.

No. 2018000560, of the Official Public Records of said County [described in Vol. 278, Pages 202-207, Deed Records]; 8.) the Carl Hilderbran 0.57 acre tract [no deed of record found]; and 9.) the remainder of the Hilda Corporation 24.717 acre tract, as recorded in Vol. 206, Pages 926-928, of the Deed Records of said County. Said 100.000 acre tract being more fully described by metes and bounds, as follows:

BEGINNING at a 5/8" Steel Pin found in an old fence, in the south line of said Sur. No. 152, the north line of Sur. No. 151, John M. Oliver; at the S.W. corner of said Massey 233.114 acre tract, the N.W. corner of the Virgil Lynn Forbis, Jr., et ux. 6.004 acre tract (Document No. 2019001188, Official Public Records), noted as "Tract 2" of the unrecorded Nueces River Ranch Subdivision; for the N.E. corner of said Muncie 1.067 acre tract, the S.E. corner of said Tract 11 of said Earl J. Hutcherson Subdivision, the S.E. corner of said Clark Land, Ltd. Property, and the S.E. corner of this tract;

THENCE along fence, and with said survey line; with the north sides of said Muncie 1.067 acre tract, said Hilderbran 1.467 acre tract, said Gonzalez 1.355 acre tract, said Gonzalez 0.764 acre tract, said Marshall 0.761 acre tract, said Gardner 1.352 acre tract, said Ramos 1.123 acre tract, said Hilderbran 0.57 acre tract, and the remainder of said Hilda Corporation 24.717 acre tract, respectively; with the south side of said Tract 11 (until noted), the south side of said Clark Land, Ltd. Property, and the south side of this tract, as follows:

S 69° 28' 14" W 564.44 ft. to a 3/4" Steel Pin found in fence, 4.0 ft. south of an old east-west fence, at the N.W. corner of said Gonzalez 1.355 acre tract, the N.E. corner of said Gonzalez 0.764 acre tract, for corner;

S 69° 30' 12" W 94.56 ft. to a 3/4" Steel Pin found in a north-south fence, 4.0 ft. south of an old east-west fence, at the N.W. corner of said Gonzalez 0.764 acre tract, the N.E. corner of said Marshall 0.761 acre tract, for corner;

S 69° 21' 47" W 94.30 ft. to a 3/4" Steel Pin found 3.0 ft. south of fence, at the N.W. corner of said Marshall 0.761 acre tract, the N.E. corner of said Gardner 1.352 acre tract, for corner;

S 69° 28' 51" W 177.37 ft. to a 3/4" Steel Pin found at a railroad-tie post, 4.0 ft. south of fence, at the N.W. corner of said Gardner 1.352 acre tract, the N.E. corner of said Ramos 1.123 acre tract, for corner;

S 69° 56' 36" W 414.99 ft. to an old 1/2" Steel Pin found at a 2" cedar fence post, at the S.W. corner of said Tract 11 of said Earl J. Hutcherson Subdivision, for corner;

S 69° 22' 04" W 22.30 ft. to a 3/4" Steel Pin found at an

Cont. Page 3 of 4, Clark Land, Ltd. -- 100.000 Acre Tract.

old cedar fence post, in fence, for corner;

S 70° 16' 02" W 302.04 ft. to a 3/4" Steel Pin found at a 3-way cedar fence corner post, at the N.W. corner of said Hilderbran 0.57 acre tract, the N.E. corner of the remainder of said Hilda Corporation 24.717 acre tract, for corner; and

THENCE S 70° 09' 49" W 117.30 ft. to the center of a 7" cedar fence post found on the east low bank of said Nueces River; at the N.W. corner of said Sur. No. 151, the S.W. corner of said Sur. No. 152; for the N.W. corner of the remainder of said Hilda Corporation 24.717 acre tract, the S.W. corner of said Clark Land, Ltd. Property, and the S.W. corner of this tract;

THENCE with the east low bank of said Nueces River, upstream; with the west side of said Clark Land, Ltd. Property, and the west side of this tract, unfenced, with points (no pins set), at corners, as follows:

N 53° 05' 44" W, with the west side of said Sur. No. 152 (until noted), 243.58 ft.;

N 49° 33' 09" W 358.27 ft.;

N 47° 45' 56" W 389.58 ft.;

N 33° 25' 28" W 201.88 ft.;

N 35° 10' 38" W 223.47 ft.;

N 21° 48' 37" W 221.70 ft.;

N 15° 30' 28" W 369.63 ft.;

N 16° 49' 01" W 329.66 ft.;

N 29° 21' 37" W 234.84 ft.; and

THENCE N 32° 14' 49" W 114.47 ft. to a point (no pin set due to thick heavy brush and inaccessibility) on the east low bank of said Nueces River, in the west side of said Sur. No. 152, the west side of said Clark Land, Ltd. Property; at the S.W. corner of said 76.368 acre tract, for the N.W. corner of this tract;

THENCE leaving the east low bank of said Nueces River, said survey line, and the west side of said Clark Land, Ltd. Property; and with the south side of said 76.368 acre tract, and the upper north side of this tract, N 70° 00' 00" E, unfenced, at 112.20 ft. pass a 5/8" Steel Pin set on line on the east high bank of said river, in a north-south fence; and thence with staked line; at 1334.76 ft. pass the S.W. corner of a 50.00 ft. wide road access easement (this date surveyed and created -- access to this described tract), and thence with its south terminal; total 1386.57 ft. to a 5/8" Steel Pin set in fence, in the west side of said Barbara Massey 79.394 acre tract; at the S.S.E. corner of said 50.00 ft. wide road access easement, for the S.E. corner of said 76.368 acre tract, and the N.N.E. corner of

this tract;

THENCE with the west and south sides of said Barbara Massey 79.394 acre tract, respectively; with the upper east and lower north sides of this tract, with fence, S 35° 10' 45" E 1749.26 ft. to a 5/8" Steel Pin set in the south line of said Tract 12, the north line of said Tract 11; at the S.W. corner of said Barbara Massey 79.394 acre tract, and the northeast re-entrant corner of this tract; and N 70° 35' 00" E, with said tract line, 517.46 ft. to a 5/8" Steel Pin set in the west line of Tract 2, at the S.E. corner of said Tract 12, the N.E. corner of said Tract 11, all of said Earl J. Hutcherson Subdivision; in the west side of said Massey 233.114 acre tract, the east side of said Clark Land, Ltd. Property; at the S.E. corner of said Barbara Massey 79.394 acre tract, for the E.N.E. corner of this tract;

THENCE with the east line of said Tract 11, the west lines of said Tract 2 & Tract 1, respectively, all of said Earl J. Hutcherson Subdivision; with the west side of said Massey 233.114 acre tract, the east side of said Clark Land, Ltd. Property, and the lower east side of this tract, S 23° 01' 16" E, at 814.90 ft. pass a 3-way fence corner post; total 835.35 ft. to the place of BEGINNING:

Note: Bearings noted herein are true geodetic (surface) bearings (relative to true north) based on Global Navigation Satellite System (GNSS) observations (WGS '84 Datum). All 5/8" Steel Pins "set" are plastic-capped, stamped "Koch & Koch 2082".

Surveyed: March 14 - September 12, 2019; & September 14, 2021.

Field Crew Personnel: Spencer J. Burrell
Jon Q. Koch
Bradley E. Gutierrez

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing legal description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.



Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Tract 2

117.065 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 117.065 acre tract of land, made for Martha Clark Delaittre & Clark Land, Ltd.

Said 117.065 acre tract of land lying and being situated on and southeast of the Nueces River, in Uvalde County, Texas; about 17.8 miles N 46° W of the City of Uvalde, the County Seat; and containing 37.249 acres lying within Sur. No. 154, Anthony Blandin, Original Grantee, Abst. No. 41; and 79.816 acres lying within Sur. No. 155, Anthony Blandin, Original Grantee, Abst. No. 40. Said 117.065 acre tract containing the northwest portion of Tract 18, and the west portions of Tracts 19, 20, 21, & 22, of the Earl J. Hutcherson Subdivision, as recorded in Vol. 2, Page 77, Slide 87-B, of the Plat Records of said County; and being in most part the northwest portion of the same lands designated as "Tract I", as referred to and conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Corrected Warranty Deed dated December 30, 1996, and recorded in Vol. 373, Pages 587-593, of the Official Public Records of said County. Said 117.065 acre tract being bounded on the west and north by the low east and south banks of said Nueces River; on the upper east by a 1.112 acre tract (this date surveyed -- for deed to Joseph M. & Barbara Clark Massey -- northeast portion of said Clark Land, Ltd. Property); on the upper south by the Taylor Elaine Massey 19.247 acre tract, as recorded in Document No. 2020004811, of the Official Public Records of said County; on the lower east, from north to south, by the said Taylor Massey 19.247 acre tract, and the Jaye Kathlyn Massey 19.247 acre tract, as recorded in Document No. 2020004812, of the Official Public Records of said County; and on the south by the HM Delaittre, Jr. & Martha Delaittre 76.368 acre tract, as recorded in Document No. 2022013734, of the Official Public Records of said County. Said 117.065 acre tract fully encompassing a middle portion of a 50.00 ft. wide road access easement (Document Nos. 2021012444, 2022013734, & 2022015453, Official Public Records); and being more fully described by metes and bounds, as follows:

Cont. Page 2 of 4, Delaittre/Clark Land, Ltd. -- 117.065 Acre Tract.

BEGINNING at a 5/8" Steel Pin set on the south bank of said Nueces River; in the north side of said Sur. No. 155; near the north line of said Tract 22, in the north side of said Clark Land, Ltd. Property; at the N.W. corner of said 1.112 acre tract, for the N.E. corner of this tract; said 5/8" Steel Pin being distant 101.91 ft. S 80° 35' 43" W (with said survey line, said Clark Land, Ltd. property line, and the south bank of said river) of the center of an irrigation well, found on the south high bank of said river, at the N.E. corner of said Tract 22, the N.W. corner of Tract 10, both of said Hutcherson Subdivision; and also being distant 46.60 ft. S 80° 35' 43" W of another 5/8" Steel Pin set on the south bank of said river, at the N.E. corner of said Clark Land, Ltd. Property, same being the N.E. corner of said 1.112 acre tract; with said beginning 5/8" Steel Pin also being distant 3243.70 ft. N 52° 58' 21" E of the S.W. corner of said Sur. No. 155, the N.W. corner of said Sur. No. 154;

THENCE leaving said survey line, said north property line, and the south bank of said Nueces River; and with the west side of said 1.112 acre tract, and the upper east side of this tract, S 12° 36' 38" E, unfenced, at 158.51 ft. pass a 3-way fence corner post, and thence with fence; crossing said 50.00 ft. wide road access easement (lying within and along the entire upper south and lower east sides of this described tract); crossing the south line of said Tract 22, the north line of said Tract 21; total 408.14 ft. to a 5/8" Steel Pin set 0.8 ft. southwest of a creosoted 3-way fence corner post; in a south R.O.W. line of said 50.00 ft. wide road access easement; in the north side of said Taylor Massey 19.247 acre tract, for the S.W. corner of said 1.112 acre tract, and the E.S.E. corner of this tract;

THENCE with a south R.O.W. line of said 50.00 ft. wide road access easement, the north side of said Taylor Massey 19.247 acre tract, and the upper south side of this tract, S 66° 46' 34" W 912.42 ft. to a 5/8" Steel Pin set at the lower southeast re-entrant corner of said 50.00 ft. wide road access easement; for the N.W. corner of said Taylor Massey 19.247 acre tract, and the southeast re-entrant corner of this tract;

THENCE with the lower east R.O.W. line of said 50.00 ft. wide road access easement; with the west sides of said Taylor Massey 19.247 acre tract and said Jaye Massey 19.247 acre tract,

Cont. Page 3 of 4, Delaittre/Clark Land, Ltd. -- 117.065 Acre Tract.

respectively; and with the lower east side of this tract, S 23° 13' 26" E, at 494.58 ft. cross the south line of said Sur. No. 155, the north line of said Sur. No. 154; at 713.50 ft. pass a 5/8" Steel Pin set at the S.W. corner of said Taylor Massey 19.247 acre tract, the N.W. corner of said Jaye Massey 19.247 acre tract; total 1193.89 ft. to a 5/8" Steel Pin set in the west side of said Jaye Massey 19.247 acre tract; at the N.E. corner of said Delaittre 76.368 acre tract; for the S.S.E. corner of this tract;

THENCE leaving the lower east R.O.W. line of said 50.00 ft. wide road access easement and the west side of said Jaye Massey 19.247 acre tract; and with the north side of said Delaittre 76.368 acre tract, and the lower south side of this tract, S 65° 41' 50" W, unfenced, with partially staked line; re-crossing said 50.00 ft. wide road access easement, at 50.01 ft. cross its lower west R.O.W. line; total 1937.53 ft. to a 5/8" Steel Pin set on the east low bank of said Nueces River, in the west side of said Sur. No. 154, and the west side of said Clark Land, Ltd. Property; at the N.W. corner of said Delaittre 76.368 acre tract, for the S.W. corner of this tract;

THENCE with the low east and south banks of said Nueces River, upstream; with the west and north sides of said Clark Land, Ltd. Property, and the west and north sides of this tract, unfenced, with points (no pins set), at corners, as follows:

N 47° 03' 46" W, with the west side of said Sur. No. 154 (until noted), 383.19 ft.;

N 34° 05' 29" W 359.85 ft.;

N 24° 09' 57" W, at 153.71 ft. pass the N.W. corner of said Sur. No. 154, the S.W. corner of said Sur. No. 155; and thence continuing with the west and north sides of said Sur. No. 155; total 299.00 ft.;

N 18° 26' 08" W 248.05 ft.;

N 06° 07' 25" W 309.67 ft.;

N 17° 33' 45" W 191.41 ft.;

N 08° 42' 29" W 430.75 ft.;

N 09° 10' 35" E 110.75 ft.;

N 27° 34' 14" E 74.57 ft.;

N 35° 20' 35" E 129.05 ft.;

N 40° 32' 10" E 164.14 ft.;

Cont. Page 4 of 4, Delaittre/Clark Land, Ltd. -- 117.065 Acre Tract.

N 69° 04' 28" E 298.10 ft.;
N 79° 21' 37" E 213.45 ft.;
N 89° 47' 26" E 277.46 ft.;
S 82° 44' 25" E 528.55 ft.;
N 86° 07' 17" E 385.08 ft.;
N 80° 58' 30" E 585.15 ft.; and

THENCE N 80° 35' 43" E 403.35 ft. to the place of BEGINNING:

Note: This described 117.065 acre tract is subject to a portion of said 50.00 ft. wide road access easement, lying within and along its entire upper south and lower east sides, as referenced and mentioned herein.

Note: Bearings noted herein are true geodetic (surface) bearings (relative to true north) based on Global Navigation Satellite System (GNSS) observations (WGS '84 Datum). All 5/8" Steel Pins "set" are plastic-capped, stamped "Koch & Koch 2082/6919".

Surveyed: March 14 - September 12, 2019; & September 19, 2022.

Field Crew Personnel: Spencer J. Burrell
Jon Q. Koch
Chris G. Turner

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing legal description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.



Hilmar A. Koch

Registered Professional
Land Surveyor No. 2082

Tract 3

76.368 ACRE TRACT

THE STATE OF TEXAS)

COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 76.368 acre tract of land, made for Clark Land, Ltd. and Coco Barringer Nix, et al.

Said 76.368 acre tract of land lying and being situated on and east of the Nueces River, in Uvalde County, Texas; about 17.8 miles N 46° W of the City of Uvalde, the County Seat; and containing 6.408 acres lying within Sur. No. 152, Isaac M. Lyons, Original Grantee, Abst. No. 318; and 69.960 acres lying within Sur. No. 154, Anthony Blandin, Original Grantee, Abst. No. 41. Said 76.368 acre tract containing the northwest portion of Tract 14; the west portions of Tracts 15, 16, & 17; and the southwest portion of Tract 18, of the Earl J. Hutcherson Subdivision, as recorded in Vol. 2, Page 77, Slide 87-B, of the Plat Records of said County; and being in most part a west middle portion of the same lands designated as "Tract I", as referred to and conveyed to Clark Land, Ltd., by Everett L. Clark, et ux., by Deed dated March 1, 1996, and recorded in Vol. 362, Pages 408-412, of the Official Public Records of said County. Said 76.368 acre tract being bounded on the west by the east low bank of said Nueces River; on the north by a 118.626 acre tract (this date surveyed -- for deed to Martha Clark Delaittre -- north portion of said Clark Land, Ltd. Property); on the east, from north to south, by the Jaye Kuthlyn Massey 19.247 acre tract, as recorded in Document No. 2020004812, of the Official Public Records of said County, and the Barbara Clark Massey 79.394 acre tract, as recorded in Document No. 2020004809, of the Official Public Records of said County; and on the south by the Douglas Howerton 100.000 acre tract, as recorded in Document No. 2021012445, of the Official Public Records of said County. Said 76.368 acre tract being more fully described by metes and bounds, as follows:

BEGINNING at a 5/8" Steel Pin set in fence, at the S.S.E. corner and south terminal of a 50.00 ft. wide road access easement (Document Nos. 2021012444 & 2021012445, Official Public Records -- access to this described tract), lying within and along the entire east side of this described tract; in the west side of said Barbara Massey 79.394 acre tract; at the N.N.E. corner of said Howerton 100.000 acre tract, for the S.E. corner of this tract; said 5/8" Steel Pin being distant 1749.26 ft. N 35° 10' 45" W (with the lower west side of said Barbara Massey 79.394 acre tract, the upper east side of said Howerton 100.000 acre tract) of another 5/8" Steel Pin set at the northeast

Cont. Page 2 of 3, Coco Barringer Nix, et al. -- 76.368 Acre Tract.

re-entrant corner of said Howerton 100.000 acre tract, the S.W. corner of said Barbara Massey 79.394 acre tract; with said beginning 5/8" Steel Pin also being distant 2649.00 ft. N 03° 09' 06" W of the center of a 7" cedar fence post found on the east low bank of said Nueces River; at the S.W. corner of said Sur. No. 152, the N.W. corner of Sur. No. 151, John M. Oliver;

THENCE leaving fence and the west side of said Barbara Massey 79.394 acre tract; and with the upper north side of said Howerton 100.000 acre tract, and the south side of this tract, S 70° 00' 00" W, unfenced, with the south terminal of said 50.00 ft. wide road access easement, at 51.81 ft. pass its S.W. corner, and thence leaving said easement, and with staked line; at 1274.37 ft. pass a 5/8" Steel Pin set on line, on the east high bank of said river, in a north-south fence; and thence continuing unstaked; total 1386.57 ft. to a point (no pin set due to thick heavy brush and inaccessibility) on the east low bank of said Nueces River; in the west side of said Sur. No. 152, the west side of said Clark Land, Ltd. Property; at the N.W. corner of said Howerton 100.000 acre tract, for the S.W. corner of this tract;

THENCE with the east low bank of said Nueces River, upstream; with the west side of said Sur. No. 152 (until noted); with the west side of said Clark Land, Ltd. Property, and the west side of this tract, unfenced, with points (no pins set), at corners, as follows:
N 32° 14' 49" W, at 206.82 ft. pass the N.W. corner of said Sur. No. 152, the S.W. corner of said Sur. No. 154; and thence continuing with the west side of said Sur. No. 154 (until noted); total 845.51 ft.;

<u>N 46° 02' 54" W</u>	<u>312.35 ft.</u> ;
<u>N 41° 42' 37" W</u>	<u>124.17 ft.</u> ;
<u>N 38° 51' 56" W</u>	<u>379.47 ft.</u> ;
<u>N 58° 01' 28" W</u>	<u>114.55 ft.</u> ;
<u>N 85° 02' 43" W</u>	<u>163.54 ft.</u> ;
<u>N 57° 51' 19" W</u>	<u>237.28 ft.</u> ;

THENCE N 47° 34' 01" W 243.74 ft. to a 5/8" Steel Pin set on the east low bank of said Nueces River, in the west side of said Sur. No. 154, the west side of said Clark Land, Ltd. Property; at the S.W. corner of said Delaittre 118.626 acre tract, for the N.W. corner of this tract;

THENCE leaving the east low bank of said Nueces River, said survey line, and the west side of said Clark Land, Ltd. Property; and with the lower south side of said Delaittre 118.626 acre tract, and the north side of this tract, N 65° 41' 50" E, unfenced, with partially staked line; at 1887.52 ft. cross the lower west R.O.W. line of said 50.00 ft. wide road access easement, and thence crossing said easement; total 1937.53 ft. to a 5/8" Steel Pin set in fence, in the lower east R.O.W. line of said road access easement, in the west side of said Jaye Massey 19.247 acre tract; at the S.S.E. corner of

Cont. Page 3 of 3, Coco Barringer Nix, et al. -- 76.368 Acre Tract.

said Delaittre 118.626 acre tract, for the N.E. corner of this tract;
THENCE with the west sides of said Jaye Massey 19.247 acre tract
and said Barbara Massey 79.394 acre tract, respectively; with the
lower east R.O.W. line of said 50.00 ft. wide road access easement,
and the east side of this tract, with fence, as follows:

S 23° 13' 26" E 229.55 ft. to a 5/8" Steel Pin set in
fence, at the S.W. corner of said Jaye Massey 19.247 acre tract, the
N.W. corner of said Barbara Massey 79.394 acre tract;

S 23° 13' 26" E 721.88 ft. to a 5/8" Steel Pin set in
fence, in the south line of said Tract 17, the north line of said
Tract 16, both of said Earl J. Hutcherson Subdivision, for corner;
and

THENCE S 35° 10' 45" E, at 1178.43 ft. cross the south line of
said Sur. No. 154, the north line of said Sur. No. 152; total 1387.85
ft. to the place of BEGINNING:

Note: This described 76.368 acre tract is subject to a portion of a
50.00 ft. wide road access easement, lying within and along its
entire east side, as mentioned and referenced herein.

Note: Bearings noted herein are true geodetic (surface) bearings
(relative to true north) based on Global Navigation Satellite
System (GNSS) observations (WGS '84 Datum). All 5/8" Steel
Pins "set" are plastic-capped, stamped "Koch & Koch 2082".

Surveyed: March 14 - September 12, 2019; & September 14, 2021.

Compiled: December 8 - 10, 2021.

Field Crew Personnel: Spencer J. Burrell
Jon Q. Koch
Bradley E. Gutierrez

THE STATE OF TEXAS)
COUNTY OF MEDINA)

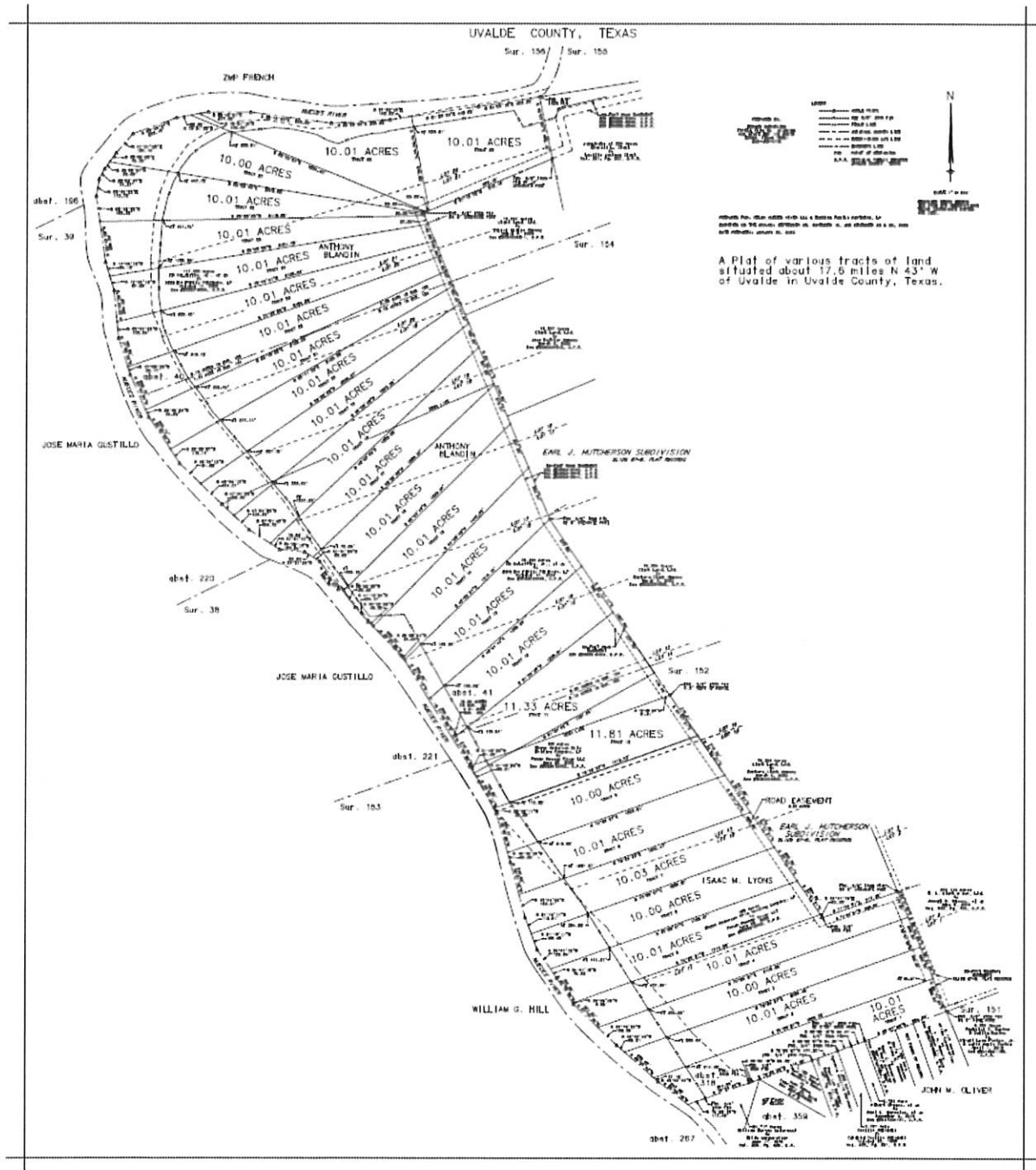
I, Hilmar A. Koch, a Registered Professional Land Surveyor of
the State of Texas, do hereby state that the foregoing legal
description and accompanying plat correctly represent an actual
survey made under my supervision, on the ground, on the dates given.



Hilmar A. Koch

Registered Professional
Land Surveyor No. 2082

Depiction of Tracts



Extended Access Easement Area

