

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

STATE OF TEXAS

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COUNTY OF HAMILTON

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**KNOWN ALL MEN BY THESE
PRESENTS**

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

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Hamilton County, Texas, containing 730 acres and being more fully described by metes and bounds on the attached Exhibit "A", and for informational purposes only, described on the sales plat attached as Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "The Ranches at Sky Valley Subdivision", "Property" or "Subdivision";

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

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 730 acres described above, or later subdivided as allowed herein.

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

**ARTICLE I
RESTRICTIONS**

1. The Property is to be used for single family residential purposes.
2. No residence shall be constructed on the Property with less than nine hundred (900) square feet within its outside walls.
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 6 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 for advertising, or billboards, 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. All owners of subdivided tracts shall be a Member of the Association as set forth in Article II, paragraph 2 below and shall be responsible for payment of assessments.

11. Excluding Lot 40, no tract of land in the Subdivision originally sold by Developer can be divided into more than two tracts. Lot 40 can be divided up to 5 times, but each tract must be at least 10.01 acres.

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 forty feet (40') in width across the front and rear of each tract and fifteen feet (15') which is reserved along the sides of each tract. The utility easement shall be used for the construction, maintenance and repair of utilities, including but not limited

to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.

ARTICLE II THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.

1. The Ranches at Sky Valley 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 730 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 two hundred and fifty dollar (\$250) 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, including maintenance of any roads, 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 Hamilton 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 State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article III.

ARTICLE IV DEVELOPER'S RIGHTS AND RESERVATIONS

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 Hamilton 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 2017 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.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 23rd day of October, 2017.

The Ranches at Sky Valley, LLC, a Delaware
Limited Liability Company
By: American Land Partners, Inc., a Delaware
corporation, Manager

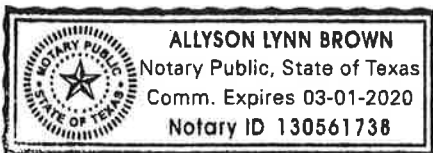
By: Davy Roberts
Davy Roberts, Authorized Agent

STATE OF TEXAS

COUNTY OF Hamilton

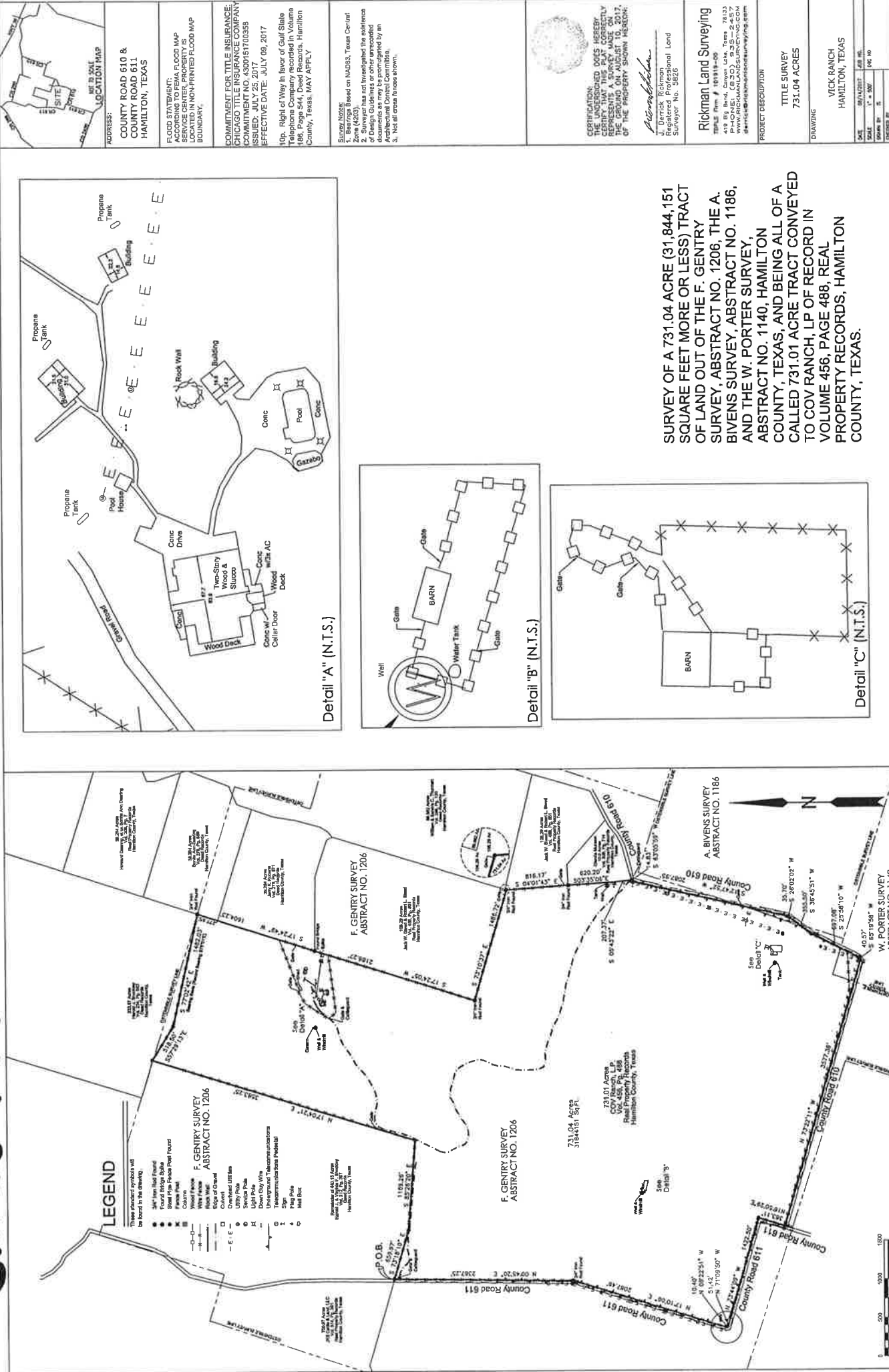
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This instrument was acknowledged before me on the 23rd day of October, 2017, by Davy Roberts, Authorized Agent of The Ranches at Sky Valley, LLC, in the capacity therein stated and as the act and deed of said company.



Allyson Lynn Brown
NOTARY PUBLIC, State of Texas

Exhibit A



**RICKMAN LAND SURVEYING**

A 731.04 ACRE TRACT

FIELD NOTES OF A 731.04 ACRE (31,844,151 SQUARE FEET MORE OR LESS) TRACT OF LAND OUT OF THE F. GENTRY SURVEY, ABSTRACT NO. 1206, THE A. BIVENS SURVEY, ABSTRACT NO. 1186, AND THE W. PORTER SURVEY, ABSTRACT NO. 1140, HAMILTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 731.01 ACRE TRACT CONVEYED TO COV RANCH, LP OF RECORD IN VOLUME 456, PAGE 488, REAL PROPERTY RECORDS, HAMILTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS CENTRAL ZONE, NAD83.)

BEGINNING: At a fence post found in the east right of way line of County Road 611, for the southwest corner of the Remainder of a 440.15 Acre Tract conveyed to Harold J. & Virginia F. Shockley in deed recorded in Volume 212, Page 397, Deed Records, Hamilton County, Texas, the most westerly northwest corner of This Tract and the POINT OF BEGINNING:

THENCE: Departing the east right of way line of County Road 611, with a south line of the 440.15 Acre Tract and a north line of This Tract, the following calls and distances:

S 73°18'10" E, a distance of 659.97 feet to a fence post found for an angle point;

S 85°26'20" E, a distance of 1169.26 feet to a fence post found for the southeast corner of the 440.15 Acre Tract and a reentrant corner of This Tract;

THENCE: N 17°04'21" E, with an east line of the 440.15 Acre Tract and a west line of This Tract, a distance of 3583.25 feet to a fence post found in the south line of a 233.97 Acre Tract conveyed to Harold J. Shockley in deed recorded in Volume 234, Page 863, Deed Records, Hamilton County, Texas, for an easterly corner of the 440.15 Acre Tract and the most northerly northwest corner of This Tract;

THENCE: With the south line of the 233.97 Acre Tract and the north line of This Tract, the following calls and distances:

S 57°29'13" E, a distance of 518.50 feet to a fence post found for an angle point;

S 77°02'42" E (Basis of Bearing (Record Bearing S 75°01' E), a distance of 1482.03 feet to a ¾" iron rod found in the west line of a 39.264 Acre Tract conveyed to Bonita Ann Dearing in deed recorded in Volume 276, Page 868, Deed Records, Hamilton County, Texas, for the southeast corner of the 233.97 Acre Tract and the most northerly northeast corner of This Tract;

THENCE: With the east line of This Tract the following calls and distances:

S 17°24'49" W, with the west line of the 39.264 Acre Dearing Tract, at a distance of 277.95 feet passing the west corner of the 39.264 Acre Dearing Tract and the north corner of a 39.264 Acre Tract conveyed to Jerry K. Roberts in deed recorded in Volume 276, Page 871, Deed Records, Hamilton County, Texas, continuing with the west line of the 39.264 Acre Roberts Tract for a total distance of 1604.23 feet to a bridgespike found for the west corner of the 39.264 Acre Roberts Tract and the northwest corner of a 108.29 Acre Tract conveyed to Jack W. and Robert L. Steed in deed recorded in Volume 456, Page 861, Real Property Records, Hamilton County, Texas;

S 17°24'05" W, with the west line of the 108.29 Acre Tract a distance of 2186.27 feet to a $\frac{3}{4}$ " iron rod found for the west corner of the 108.29 Acre Tract and a reentrant corner of This Tract;

THENCE: S 73°10'37" E, with a south line of the 108.29 Acre Tract and a north line of This Tract, a distance of 1486.72 feet to a $\frac{3}{4}$ " iron rod found for a reentrant corner of the 108.29 Acre Tract and the most easterly northeast corner of This Tract;

THENCE: With an east line of This Tract, the following calls and distances:

S 04°01'43" E, with a west line of the 108.29 Acre Tract, a distance of 816.17 feet to a $\frac{3}{4}$ " iron rod found for a southwest corner of the 108.29 Acre Tract and the northwest corner of a 10.0 Acre Tract conveyed to Glenda Munson in deed recorded in Volume 508, Page 714, Real Property Records, Hamilton County, Texas;

S 03°35'06" E, with the west line of the 10.0 Acre Tract, a distance of 620.20 feet to fence post found for an angle point;

S 05°43'22" E, with the west line of the 10.0 Acre Tract, a distance of 207.37 feet to a fence post found in the west right of way line of County Road 610, for the southwest corner of the 10.0 Acre Tract and an angle point in This Tract;

THENCE: With the west right of way line of County Road 610 and the east line of This Tract, the following calls and distances:

S 63°05'59" W, distance of 14.83 feet to a fence post found for an angle point;

S 12°47'52" W, a distance of 2087.95 feet to a fence post found for an angle point;

S 26°02'02" W, a distance of 35.70 feet to a fence post found for an angle point;

S 36°45'51" W, a distance of 355.50 feet to a fence post found for an angle point;

S 25°58'10" W, a distance of 697.08 feet to a fence post found for the northeast cutback corner of a 90 degree turn to the west of County Road 610 and a southeast corner of This Tract;

S 65°19'58" W, with the cutback, a distance of 40.57 feet to the southwest cutback corner of County Road 610 and a southeast corner of This Tract;

THENCE: N 73°22'11" W, with a north line of County Road 610 and the south line of This Tract, a distance of 3577.38 feet to a fence post found at the intersection of the east right of way line of County Road 611 and the north right of way line of County Road 610, for a southerly corner of This Tract;

THENCE: With an easterly right of way line of County Road 611 and the southwesterly line of this Tract, the following calls and distances:

N 16°50'29" E, a distance of 363.11 feet to a fence post found for a reentrant corner of This Tract;

N 73°44'09" W, a distance of 1422.50 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 71°09'50" W, a distance of 51.42 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 08°22'51" W, a distance of 10.40 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 17°10'06" E, a distance of 2087.46 feet to a ¾" iron rod found for an angle point;

N 00°45'20" E, a distance of 2367.25 feet to the POINT OF BEGINNING and containing 731.04 acres of land in Hamilton County, Texas, according to a survey on the ground on August 10, 2017 by Rickman Land Surveying.



J. Derrick Rickman
Registered Professional Land Surveyor # 5826



FIGURE 1.0

THE RANCHES AT SKY VALLEY
HAMILTON COUNTY, TEXAS

FOR
PRELIMINARY LAND PLAN

JOB NO. 2012.09
DESIGNED BY: AJM
DRAWN BY: RBA
CHECKED BY: GOK
SHEET # 25.1.0

1. PREPARE A LAND SURVEY FOR THE RANCHES AT SKY VALLEY, HAMILTON COUNTY, TEXAS, AS SHOWN ON THE ATTACHED MAP. THE SURVEY SHALL BE IN ACCORDANCE WITH THE TEXAS SURVEYING ACT, CHAPTER 131, ACTS 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025, 2027, 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2053, 2055, 2057, 2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073, 2075, 2077, 2079, 2081, 2083, 2085, 2087, 2089, 2091, 2093, 2095, 2097, 2099, 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115, 2117, 2119, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2139, 2141, 2143, 2145, 2147, 2149, 2151, 2153, 2155, 2157, 2159, 2161, 2163, 2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 320

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I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



A handwritten signature in cursive script that reads "Kiesha Bagwell".

Kiesha Bagwell, County Clerk
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.