

**AMENDED AND RESTATED BYRD RANCH AT MILLER CREEK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO §

WHEREAS, the Byrd Ranch At Miller Creek Declaration Of Covenants, Conditions And Restrictions (the "Original Declaration") was recorded in Document No 220144 of the Official Public Records of Blanco County, Texas;

WHEREAS, there were errors in the Original Declaration and pursuant to Section 7.02 (a) of the Declaration, MMB Miller Creek LLC as the Declarant, has the right to amend the Original Declaration;

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration in its entirety as The Amended And Restated Byrd Ranch At Miller Creek Declaration Of Covenants, Conditions And Restrictions (the "Declaration") as set forth below:

WHEREAS, MMB Miller Creek LLC (the "Declarant"), is the owner of certain real property located in Blanco County, Texas ("Property"), which Declarant proposes to develop and subdivide for residential purposes; and

WHEREAS, the Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges set forth below; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the constructions of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Assessment. "Assessment" or "Assessments" shall mean such regular or special assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.04 Association. "Association" shall mean Miller Creek Property Owners Association, Inc., a Texas non-profit corporation.

1.05 Board. "Board" shall mean the Board of Directors of the Association.

1.06 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as from time to time amended.

1.07 Common Area. "Common Area" refers to the real property in the Subdivision (including improvements) owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, the Road, the Gate and Miller Creek.

1.08 Dam. The "Dam" shall mean the concrete dam located adjacent to Lot 1 of the Property.

1.09 Declarant. "Declarant" shall mean MMB Miller Creek LLC, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of MMB Miller Creek LLC as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.10 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.11 Gate. The "Gate" shall mean the entry gate located at the intersection of the Road and Old US 290 as shown on Exhibit "A".

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind placed on a Lot.

1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Survey, together with all Improvements located thereon.

1.14 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.15 Miller Creek. "Miller Creek" shall mean that portion of Miller Creek that lies behind the Dam and is contiguous to the Lots.

1.16 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.1 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.18 Outbuildings. "Outbuildings" shall mean to include a single garage, either attached or detached, for not less than two cars, one barn, and one guest house.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement.

1.21 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described on the Survey shown on Exhibit "A," attached to and incorporated herein by reference. The Property consists of ten (10) Lots; Lots 1-9 inclusive, contain 10 acres, more or less, and Lot 10 contains 100 acres, more or less. The actual legal descriptions of the Lots are described on Exhibit "B" attached hereto and incorporated herein for all purposes.

1.22 Road. The "Road" shall mean the Byrd Roadway as defined in that certain Amended Grant & Declaration of easement recorded in Volume 513, Page 861 of the Official Public Records of Blanco County, Texas.

1.23 Restrictions. "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Rules of the Association from time to time in effect, as the same may be amended from time to time.

1.24 Rules. "Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.25 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on the Survey.

1.26 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

1.27 Survey. "Survey" shall mean the survey of the Property together with the Lots as shown on Exhibit "A".

1.28 Animal Unit. "Animal Unit" shall mean any one of the following: (i) two cows, or (ii) two horses, or (iii) one cow and one horse, or (iv) eight goats or sheep.

ARTICLE II GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Antennae. No exterior radio or television antenna, or serial or satellite dish receiver (except such satellite dish not exceeding twenty-four inches in diameter), or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or other entertainment purposes shall be erected or maintained, without the prior written approval of the Architectural Committee.

2.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

2.03 Subdividing. Lots 1-9, inclusive, shall not be further divided or subdivided to create a new Lot or Lots. Lot 10 may be further divided or subdivided to create a Lot or Lots containing no less than twenty-five (25) acres. Notwithstanding the foregoing, when Declarant is the Owner, Declarant may further divide and subdivide any Lot.

2.04 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

2.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material

of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered.

2.06 Noise. No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

2.07 Construction of Improvements. No Improvements shall be constructed upon any of the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to one single family residence not exceeding two stories in height, and Outbuildings as defined above. Except as herein set out, no other structures may be located upon any portion of the Property. No prefabricated structures are permitted. No old homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, tents, shacks, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Satellite dishes and propane tanks will be neatly screened so as to not be visible from the front of the main dwelling.

2.08 Dwelling Size. For any residence located on the Property, the minimum floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,500 square feet.

2.09 Building Materials. All residences shall be built with at least seventy percent (70%) of its exterior covered by stone, brick, or board and batten. No geodesic structures are permitted on the Property or any Lot. Log homes or residences built with Hardie siding may be permitted if the design and structure of same has received the prior written approval of the Architectural Committee.

2.10 Repair of Improvements. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner.

2.11 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

2.12 Roofing Materials. Unless otherwise approved by the Architectural Committee, roofs shall be constructed of the following materials: (i) tile; (ii) asphalt three (3) tab composition shingles; or (iii) metal.

2.13 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires shall be lighted

or permitted except within safe and well-designed interior or exterior fireplaces, or in contained barbecue units or firepits while attended; provided, however, limited burning of leaves, landscape clippings and brush is permitted so long as all such burning is attended by a person or persons with proper equipment to control the fire and all such burning must be completed during daylight hours. No firearms may be discharged on any Lots less than 100 acres.

2.14 Temporary Structures. No tent shack, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the proper approval of Declarant, approval dependent on the nature, size, duration, and location of such structure.

2.15 Septic Systems and Water Wells. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of Blanco County Health Department. Water wells shall be permitted by the Blanco County Health Department or other appropriate governmental authority.

2.16 Roadways. No part of any Lot may be used for a roadway leading to other privately owned property outside the Property.

2.17 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. Water wells shall be permitted.

2.18 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks, other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

2.19 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seven (7) days. No boat, motor home and/or travel trailer may be parked in view of any street. Boats, motor homes and travel trailers must be housed and stored in

a garage built for such purposes prior to such boat, motor home or trailer being brought on the Property or any Lot. The garage must be built to either the side or the rear of the main residence. The garage in which such boats, motor homes and trailers are housed and stored must be similar in construction to the main residence

2.20 Animals. Except as provided below, no animals shall be allowed on any Lot. Owners of Lots may have horses, cows, sheep, and/or goats and any such offspring until weaning age, with a maximum of one (1) Animal Unit per ten (10) acres of land within a Lot provided all animals are kept in corrals, pens or paddocks and not free ranging. Notwithstanding the foregoing, the Owner of any Lot may have an authorized FHA or 4-H project animal for the period of the project, provided the project is not a hog and the project is approved by the architectural committee. If the Lot is not kept clean and orderly, a complaint may be filed by any Owner. These restrictions in this Section 2.20 shall in no way prohibit the keeping of a household family pet (cat or dog), but such animal shall not be kept for breeding purposes. All dogs shall be kept in a fenced area or tethered.

2.21 Construction Activities. Nothing in this Declaration shall be construed so as to unreasonably interfere with, or prevent, normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of 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 the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

2.22 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot.

2.23 Unfinished Structures. No structure shall remain unfinished for more than twelve (12) months after the same has been commenced without the prior written consent of the Architectural Committee.

2.24 Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot.

2.25 Fences. All Lots shall have fenced recessed entries of 20 feet in depth. These entries shall be of rock, board or wrought iron only. All fencing within the Property shall be not more than forty-eight (48") in height. All fencing along the boundary lines of Lots shall either be constructed of metal posts with goat and sheep net wire on the lower portion of the fences and two strands of wire on the upper portion of the fences.

2.26 Setback Requirements. Setback requirements for Lots are (i) 50 feet from any road upon which the Lot abuts, (ii) 40 feet from the boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line

between such contiguous Lots and (iii) any other set back requirements imposed by applicable governmental entity.

2.27 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

2.28 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 Article III or elsewhere 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 Lot 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 Lot, agrees to hold Declarant harmless therefrom.

ARTICLE III USE RESTRICTIONS

3.01 General. The Property shall be improved and used solely for single family residential use and no business or commercial structure shall be constructed or placed on the Property other than "home office" use. No feedlots shall be permitted on the Property.

3.02 Common Area.

a. The number of guests of an Owner who may swim, boat, or otherwise use Miller Creek is limited to a reasonable number that do not become a nuisance to other Owners, or restrict use by the other Owners; such guests must be accompanied by the Owner at all times, and are subject to the Rules regulating the use and enjoyment of Miller Creek. Miller Creek is an essential and private amenity for the Owners only and is to be preserved as such.

b. The right of an Owner and such Owner's guests to swim, boat, or otherwise use Miller Creek shall be restricted for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and for a period not to exceed ten (10) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, Bylaws, or Rules of the Association as determined by the Board.

ARTICLE IV MILLER CREEK PROPERTY OWNERS ASSOCIATION, INC.

4.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

4.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

(a) The Owner of each Lot within the Property shall have one vote, regardless of the size of the Lots.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each Lot owned by Declarant until the earlier of (i) December 31, 2024 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (a) of this section.

4.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) Rules and Bylaws. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(h) Other Services and Properties. To obtain and pay for any other property and services, and to pay for other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

4.05 Maintenance. The Association shall maintain and repair (i) the Road and the Gate in accordance with the terms of the Roadway Maintenance Agreement recorded in Document Number 181030 of the Official Public Records of Blanco County, Texas, and (ii) the Dam.

4.06 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere, of its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed

to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

4.07 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. This Declaration, as it may be amended from time to time;
- b. Any restrictions or limitations contained in any deed conveying additional Common Area to the Association;
- c. The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees (which fees shall be separate from Assessments) for the use of any recreational facility situated upon the Common Area;
- d. All easement rights necessary or desirable for the Association to perform its duties and enforce this Declaration;
- e. The right of the Association, acting through the Board, to grant easements pursuant to this Declaration; and
- f. The right of the Association, acting through the Board, to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

ARTICLE V ARCHITECTURAL COMMITTEE

5.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant, its successors or assigns deems appropriate. The initial voting members of the Architectural Committee shall be designated by the Declarant.

5.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

5.03 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

5.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Committee.

5.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

5.06 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question. Prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. If the Architectural Committee does not deliver to the applicant notice of its approval or disapproval of the Plans and Specifications within 30 days after their submittal to the Architectural Committee, then the submitted Plans and Specifications will be deemed approved, provided, that such deemed approval does not waive the Restrictions set forth in this Declaration. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

5.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, or any Supplemental Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by a majority of the voting members of the Architectural Committee. The granting of such variance shall not operate to waive or amend

any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions hereof.

5.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

5.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

5.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be. Neither the Architectural Committee, nor the members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

5.12 Address. Plans and Specifications shall be submitted to the Architectural Committee, c/o 256 Stacy Ann Cove, Dripping Springs, Texas 78620, Texas, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

5.13 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

5.14 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Committee of the

construction, workmanship, materials, or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE VI FUNDS AND ASSESSMENTS

6.01 Assessments.

(a) Assessments established by the Board pursuant to the provisions of this Article VI shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 6.03 and/or 6.04 hereof by the total number of Lots within the Property at the time the Assessment is levied.

(b) Each unpaid assessment, together with interest and costs of collection, as provided below, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all its Improvements. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

6.02 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to, the cost of all maintenance, the cost of enforcing the Restrictions, the cost of maintaining the Dam, any management fees, insurance premiums, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 2022 exceed the sum of \$500.00 (this does not include the Roadway Maintenance Assessment described in section 4.05 hereof). Thereafter, at the Board's sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than five percent (5%) per year. The maximum regular annual assessment may be increased by more than five per cent (5%) during a year only by affirmative vote of two-thirds (2/3) of each class of Members, voting in person or by proxy, at a meeting duly called for such purpose.

6.03 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board. In no event shall the total special assessment per Lot during

the year 2022 exceed the sum of \$500.00. Thereafter, the maximum special assessment permitted hereunder may increase in an amount reasonably needed to pay for such mandatory function.

6.04 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

6.05 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 6.05, and the cost of collection, including reasonable attorneys' fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust liens of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association to evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Hays County, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suite against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VII MISCELLANEOUS

7.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2051, unless amended as herein provided. After December 31, 2051, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least two-thirds (2/3) of the Lots within the Property then subject to this Declaration.

7.02 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant acting alone until December 31, 2031, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment by Declarant after December 31, 2031, shall be effective until there has been recorded in the Official Public Records of Hays County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes.

(b) By Owners. In addition to the method in Section 7.02 (a), this Declaration may be amended by the recording in the Blanco County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 4.03 hereof.

7.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

7.04 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.

7.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

7.06 Assignment by Declarant. Notwithstanding any provision 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.

7.07 Compliance with Provisions of the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

7.08 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

7.09 Construction.

(a) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 10 day of January, 2022.

DECLARANT

MMB MILLER CREEK, LLC
A Texas limited liability company

By: Andrea Jill Mock
Name: Andrea Jill Mock
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This instrument was acknowledged before me on this 10 day of January, 2022, by Andrea Jill Mock, Manager of MMB Miller Creek, LLC, a Texas limited liability company, on behalf of said limited liability company.

H.G. Baker TD
Notary Public, State of Texas

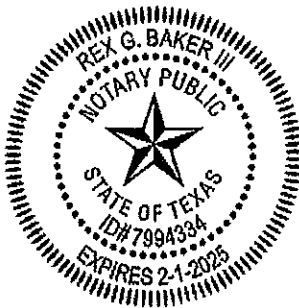


EXHIBIT "B"

Legal Descriptions of the Lots:

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00

TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 109
Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK TRACT 1

10.05 ACRES
BLANCO COUNTY, TEXAS

FN-21-7140
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.05 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, AND
- R. W. FELPS SURVEY NO. 2, ABSTRACT NO. 485;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.05 ACRE TRACT BEING TRACT 1 IN BYRD RANCH @ MILLER CREEK, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/4 inch hole found drilled in concrete on the curving northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the southwest line of the said 1502.54 acre tract and the said 413.9 acre tract, at the southwesterly corner of that certain 60 Foot Wide Easement/Tract 2 described in said Document Number 216231, for the southerly southwest corner of the said 222.77 acre tract, the southerly southwest corner of the said 205.40 acre tract and the southerly southwest corner hereof;

THENCE with the said north R.O.W. line of "Old" U. S. Highway No. 290, being the southwest line of the said 1502.54 acre tract, the said 413.9 acre tract, the said 222.77 acre tract and the said 205.40 acre tract, the following two (2) courses:

1. A distance of 380.31 feet along the arc of a curve to the left having a central angle of 18° 12' 42", a radius of 1196.50 feet and a chord bearing of N 62° 38' 27" W, a distance of 378.71 feet to a 1/4 inch iron rod found at the end of said curve, being 50 feet left of Engineer's Centerline Station 1050 + 42.3, and
2. N 71° 41' 33" W, a distance of 207.83 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southeast corner of Tract 2 in said Byrd Ranch @ Miller Creek this day surveyed and the southwest corner hereof;

THENCE departing from said north R.O.W. line and passing over and across the said 1502.54 acre tract, N 40° 12' 18" E (GPS BASE BEARING), a distance of 901.63 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of said 60 Foot Wide Easement/Tract 2, for the east corner of said Tract 2 and the north corner hereof;

**10.05 ACRES: CONT'D
BLANCO COUNTY, TEXAS**

**FN-21-7140
NOVEMBER 10, 2021**

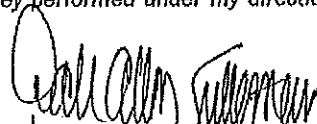
THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following five (5) courses:

1. S 30° 16' 49" E, a distance of 764.33 feet to a 3/8 inch Iron rod (capped RPLS 4542) found,
2. S 00° 17' 58" E, a distance of 3.79 feet to a 3/8 inch Iron rod (capped RPLS 4542) found,
- 3.. S 38° 23' 53" W, a distance of 29.36 feet to a 3/8 inch iron rod (capped RPLS 4542) found,
4. S 65° 56' 18" W, a distance of 148.11 feet to a 3/8 inch Iron rod (capped RPLS 4542) found,
and
5. S 57° 11' 30" W, a distance of 333.51 feet to the POINT OF BEGINNING, containing 10.05 acres
of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221




Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00

TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 109
Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK TRACT 2

10.04 ACRES
BLANCO COUNTY, TEXAS

FN-22-7165
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.04 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, AND
- J. FELPS SURVEY NO. 406, ABSTRACT NO. 198;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.04 ACRE TRACT BEING TRACT 2 IN BYRD RANCH @ MILLER CREEK, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/4 inch hole found drilled in concrete on the curving northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the southwest line of the said 1502.54 acre tract and the said 413.9 acre tract, at the southwesterly corner of that certain 60 Foot Wide Easement/Tract 2 described in said Document Number 216231, for the southerly southwest corner of the said 222.77 acre tract, the southerly southwest corner of the said 205.40 acre tract and the southerly southeast corner of a 10.05 acre Tract 1 this day surveyed;

THENCE with the said north R.O.W. line of "Old" U. S. Highway No. 290, being the southwest line of the said 1502.54 acre tract, the said 413.9 acre tract, the said 222.77 acre tract and the said 205.40 acre tract, the following two (2) courses:

1. A distance of 380.31 feet along the arc of a curve to the left having a central angle of 18° 12' 42", a radius of 1196.50 feet and a chord bearing of N 62° 38' 27" W, a distance of 378.71 feet to a 1/2 inch iron rod found at the end of said curve, being 50 feet left of Engineer's Centerline Station 1050 + 42.3, and
2. N 71° 41' 33" W, a distance of 207.83 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southwest corner of said Tract 1 and the southeast corner and POINT OF BEGINNING hereof;

THENCE continuing with said north R.O.W. line, N 71° 41' 33" W, a distance of 456.28 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southeast corner of a 10.09 acre Tract 3 this day surveyed and the southwest corner hereof;

THENCE departing from said north R.O.W. line and passing over and across the said 1502.54 acre tract, N 41° 02' 44" E (GPS BASE BEARING), a distance of 1191.91 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of said 60 Foot Wide Easement/Tract 2, for the east corner of said Tract 3 and the north corner hereof;

**10.04 ACRES: CONT'D
BLANCO COUNTY, TEXAS**

**FN-22-7165
NOVEMBER 10, 2021**

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following two (2) courses:

1. S 42° 28' 08" E, a distance of 106.52 feet to a 3/8 inch Iron rod (capped RPLS 4542) set, and
2. S 30° 16' 49" E, a distance of 318.52 feet to a 3/8 inch Iron rod (capped RPLS 4542) set for the north corner of said Tract 1 and the east corner hereof;

THENCE departing from said northeast line and passing over and across the said 1502.54 acre tract and the said 205.40 acre tract, S 40° 12' 18" W, a distance of 901.63 feet to the POINT OF BEGINNING, containing 10.04 acres of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221



A handwritten signature of Dale Allen Sultemeier in black ink, written over a horizontal line.

Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK
TRACT 3

10.09 ACRES
BLANCO COUNTY, TEXAS

FN-22-7167
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.09 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, AND
- J. FELPS SURVEY NO. 406, ABSTRACT NO. 198;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.09 ACRE TRACT BEING TRACT 3 IN MILLER CREEK @ BYRD RANCH, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/4 inch hole found drilled in concrete on the curving northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the southwest line of the said 1502.54 acre tract and the said 413.9 acre tract, at the southwesterly corner of that certain 60 Foot Wide Easement/Tract 2 described in said Document Number 216231, for the southerly southwest corner of the said 222.77 acre tract, the southerly southwest corner of the said 205.40 acre tract and the southerly southeast corner of a 10.05 acre Tract 1 this day surveyed;

THENCE with the said north R.O.W. line of "Old" U. S. Highway No. 290, being the southwest line of the said 1502.54 acre tract, the said 413.9 acre tract, the said 222.77 acre tract and the said 205.40 acre tract, the following two (2) courses:

1. A distance of 380.31 feet along the arc of a curve to the left having a central angle of 18° 12' 42", a radius of 1196.50 feet and a chord bearing of N 62° 38' 27" W, a distance of 378.71 feet to a 1/2 inch iron rod found at the end of said curve, being 50 feet left of Engineer's Centerline Station 1050 + 42.3, and
2. N 71° 41' 33" W, a distance of 664.11 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southwest corner of a 10.04 acre and the southeast corner and POINT OF BEGINNING hereof;

THENCE continuing with said north R.O.W. line, N 71° 41' 33" W, a distance of 334.04 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southeast corner of a 10.12 acre Tract 4 this day surveyed and the southwest corner hereof;

THENCE departing from said north R.O.W. line and passing over and across the said 1502.54 acre tract, N 38° 32' 33" E (GPS BASE BEARING), a distance of 1400.84 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of said 60 Foot Wide Easement/Tract 2, for the east corner of said Tract 4 and the north corner hereof;

10.09 ACRES: CONT'D
BLANCO COUNTY, TEXAS

FN-22-7167
NOVEMBER 10, 2021

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following three (3) courses:


1. S 41° 13' 04" E, a distance of 109.17 feet to a 3/8 inch iron rod (capped RPLS 4542) found,
2. S 31° 21' 19" E, a distance of 175.78 feet to a 3/8 inch iron rod (capped RPLS 4542) found, and
2. S 42° 28' 08" E, a distance of 94.13 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the north corner of said Tract 2 and the east corner hereof;

THENCE departing from said northeast line and passing over and across the said 1502.54 acre tract and the said 205.40 acre tract, S 41° 02' 44" W, a distance of 1191.91 feet to the POINT OF BEGINNING, containing 10.09 acres of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221




Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK
TRACT 4

10.12 ACRES
BLANCO COUNTY, TEXAS

FN-22-7166
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.12 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, AND
- J. FELPS SURVEY NO. 406, ABSTRACT NO. 198;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.12 ACRE TRACT BEING TRACT 4 IN BYRD RANCH @ MILLER CREEK, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at a 1/4 inch hole found drilled in concrete on the curving northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the southwest line of the said 1502.54 acre tract and the said 413.9 acre tract, at the southwesterly corner of that certain 60 Foot Wide Easement/Tract 2 described in said Document Number 216231, for the southerly southwest corner of the said 222.77 acre tract, the southerly southwest corner of the said 205.40 acre tract and the southerly southeast corner of a 10.05 acre Tract 1 this day surveyed;

THENCE with the said north R.O.W. line of "Old" U. S. Highway No. 290, being the southwest line of the said 1502.54 acre tract, the said 413.9 acre tract, the said 222.77 acre tract and the said 205.40 acre tract, the following two (2) courses:

1. A distance of 380.31 feet along the arc of a curve to the left having a central angle of 18° 12' 42", a radius of 1196.50 feet and a chord bearing of N 62° 38' 27" W, a distance of 378.71 feet to a 1/2 inch iron rod found at the end of said curve, being 50 feet left of Engineer's Centerline Station 1050 + 42.3, and
2. N 71° 41' 33" W, a distance of 998.15 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southwest corner of a 10.09 acre Tract 3 this day surveyed and the southeast corner and POINT OF BEGINNING hereof;

THENCE continuing with said north R.O.W. line, a distance of 295.49 feet along the arc of a curve to the right having a radius of 1196.50 feet and a chord bearing of N 63° 54' 33" W, a distance of 294.60 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the southeast corner of a 10.24 acre Tract 5 this day surveyed and the southwest corner hereof;

10.12 ACRES: CONT'D
BLANCO COUNTY, TEXAS

FN-22-7166
NOVEMBER 10, 2021

THENCE departing from said north R.O.W. line and passing over and across the said 1502.54 acre tract, N 37° 26' 27" E (GPS BASE BEARING), a distance of 1491.74 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of said 60 Foot Wide Easement/Tract 2, for the east corner of said Tract 5 and the north corner hereof;

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following two (2) courses:

1. S 50° 03' 22" E, a distance of 192.35 feet to a 3/8 inch iron rod (capped RPLS 4542) set, and
2. S 41° 13' 04" E, a distance of 126.06 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the north corner of said Tract 3 and the northeast corner hereof;

THENCE departing from said northeast line and passing over and across the said 1502.54 acre tract and the said 205.40 acre tract, S 38° 32' 33" W, a distance of 1400.84 feet to the POINT OF BEGINNING, containing 10.12 acres of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221



A handwritten signature of Dale Allen Sultemeier in black ink.

Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK **TRACT 5**

10.24 ACRES
BLANCO COUNTY, TEXAS

FN-21-7142-TR. 5a
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.24 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- THE J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, AND
- THE J. FELPS SURVEY NO. 406, ABSTRACT NO. 198;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.24 ACRE TRACT BEING TRACT 7 IN MILLER CREEK @ BYRD RANCH, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch Iron rod (capped RPLS 4542) set the northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the southwest line of the said 1502.54 acre tract and the southwest line of the said 205.40 acre tract, for the south corner of a 10.96 acre Tract 6 this day surveyed and the southwest corner hereof; whence a 3/8 inch Iron rod (capped RPLS 4542) found at the southerly southwest corner of the said 1502.54 acre tract bears N 51° 32' 36" W, a distance of 32.19 feet;

THENCE departing from said southwest line and passing over and across the said 1502.54 acre tract, N 37° 26' 27" E, a distance of 1491.96 feet to a 3/8 inch Iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of that certain 60 Foot Wide Easement/Tract 2 described in said Document No. 16231, for the northeasterly corner of said Tract 6 and the north corner hereof;

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following two (2) courses:

1. S 59° 10' 31" E, a distance of 70.05 feet to a 3/8 inch Iron rod (capped RPLS 4542) set, and
2. S 50° 03' 22" E, a distance of 228.49 feet to a 3/8 inch Iron rod (capped RPLS 4542) set for the north corner of a 10.12 acre Tract 4 this day surveyed and the northeasterly corner hereof;

THENCE departing from said northeast line and passing over and across the said 205.40 acre tract, S 37° 26' 27" W (GPS BASE BEARING), a distance of 1491.74 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the said southwest line of the 1502.54 acre tract and the said 205.40 acre tract, for the west corner of said Tract 4 and the south corner hereof;

**10.24 ACRES
BLANCO COUNTY, TEXAS**

**FN-21-7142-TR. 5
NOVEMBER 10, 2021**

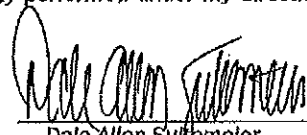
THENCE with the said north R.O.W. line of "Old" U. S. Highway No. 290 and the south line of the said 1502.94 acre tract and the said 205.40 acre tract, the following two (2) courses:

1. A distance of 92.91 feet along the arc of a curve to the right having a radius of 1096.30 feet and a chord bearing of N 53° 45' 35" W, a distance of 92.88 feet to a 3/8 inch Iron rod (capped RPLS 4542) found at the end of said curve, and
2. N 51° 32' 36" W, a distance of 205.03 feet to the POINT OF BEGINNING, containing 10.24 acres of land, more or less.

I, Dale Allen Sultemeler, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
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(830) 990-1221




Dale Allen Sultemeler
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

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Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK **TRACT 6**

10.96 ACRES
BLANCO COUNTY, TEXAS

FN-21-7142-TR. 6
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.96 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- THE J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, AND
- THE J. FELPS SURVEY NO. 406, ABSTRACT NO. 198;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.96 ACRE TRACT BEING TRACT 6 IN BYRD RANCH @ MILLER CREEK, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod (capped RPLS 4542) set on the southwest line of the said 1502.54 acre tract and the southwest line of the said 205.40 acre tract, on the east line of that certain 16.624 acre tract described in Volume 236, Page 259 of the said Deed Records, for the south corner of a 10.17 acre Tract 7 this day surveyed and the west corner hereof; whence a 1/2 inch iron rod found at the southwest corner of the said 1502.54 acre tract bears N 52° 10' 58" W, a distance of 2598.46 feet;

THENCE departing from said southwest line and passing over and across the said 1502.54 acre tract, N 40° 04' 55", a distance of 1129.35 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of that certain 60 Foot Wide Easement/Tract 2 described in said Document No. 16231, for the northeasterly corner of said Tract 7 and the north corner hereof;

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following two (2) courses:

1. S 38° 48' 42" E, a distance of 130.92 feet to a 3/8 inch iron rod (capped RPLS 4542) set, and
2. S 59° 10' 31" E, a distance of 206.09 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the north corner of a 10.24 acre Tract 5 this day surveyed and the northeasterly corner hereof;

THENCE departing from said northeast line and passing over and across the said 205.40 acre tract, S 37° 26' 27" W (GPS BASE BEARING), a distance of 1491.96 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast R.O.W. (Right-of-Way) line of "Old" U. S. Highway No. 290/Blanco County Road 215/Miller Creek Cemetery Road, on the said southwest line of the 1502.54 acre tract and the said 205.40 acre tract, for the west corner of said Tract 5 and the south corner hereof;

10.96 ACRES
BLANCO COUNTY, TEXAS

FN-21-7142-TR. 6
NOVEMBER 10, 2021

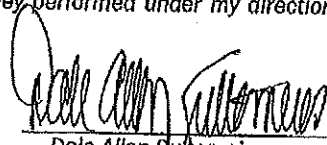
THENCE with the said north R.O.W. line of "Old" U. S. Highway No. 290 and the south line of the said 1502.94 acre tract and the said 205.40 acre tract, N 51° 32' 36" W, a distance of 32.19 feet to a 3/8 inch iron rod (capped RPLS 4542) set at a southwest corner of the said 1502.95 acre tract and the said 205.50 acre tract, for the southwesterly corner hereof;

THENCE with the said southwest line of the said 1502.54 acre tract and the said 205.40 acre tract, the following three (3) courses:

1. N 08° 02' 32" W, a distance of 353.14 feet to a 3/8 inch iron rod (capped RPLS 4542) found,
2. N 02° 27' 26" E, a distance of 118.61 feet to a 28 inch dead live oak, and
3. N 13° 35' 36" W, a distance of 41.08 feet to the POINT OF BEGINNING, containing 10.96 acres of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221


Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

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BYRD RANCH @ MILLER CREEK **TRACT 7**

10.17 ACRES
BLANCO COUNTY, TEXAS

FN-21-7141
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.17 ACRE TRACT OF LAND OUT OF THE J. BLANK SURVEY NO. 410, ABSTRACT NO. 844; BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.17 ACRE TRACT BEING TRACT 7 IN MILLER CREEK @ BYRD RANCH, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch Iron rod (capped RPLS 4542) set on the southwest line of the said 1502.54 acre tract and the southwest line of the said 205.40 acre tract, for the south corner of a 10.05 acre Tract 8 this day surveyed and the west corner hereof; whence a 1/2 inch Iron rod found at the southwest corner of the said 1502.54 acre tract bears N 54° 16' 22" W, a distance of 1975.44 feet;

THENCE departing from said southwest line and passing over and across the said 1502.54 acre tract, N 59° 48' 52" E, a distance of 1378.20 feet to a 3/8 inch Iron rod (capped RPLS 4542) found on the northeast line of the said 205.40 acre tract and southwest line of that certain 60 Foot Wide Easement/Tract 2 described in said Document No. 16231, for the southeast corner of said Tract 8 and the north corner hereof;

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, the following two (2) courses:

1. S 15° 44' 09" W, a distance of 221.14 feet to a 3/8 inch Iron rod (capped RPLS 4542) found, and
2. S 38° 48' 42" E, a distance of 71.55 feet to a 3/8 inch iron rod (capped RPLS 4542) set for the north corner of a 10.96 acre Tract 6 this day surveyed and the northeasterly corner hereof;

THENCE departing from said northeast line and passing over and across the said 205.40 acre tract, S 40° 04' 55" W (GPS BASE BEARING), a distance of 1129.35 feet to a 3/8 inch Iron rod (capped RPLS 4542) set on the said southwest line of the 1502.54 acre tract and the said 205.40 acre tract, for the west corner of said Tract 6 and the south corner hereof;

**10.17 ACRES
BLANCO COUNTY, TEXAS**

**FN-21-7141
NOVEMBER 10, 2021**

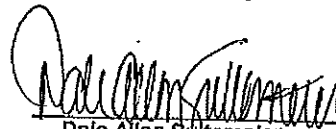
THENCE with said southwest line, the following three (3) courses:

1. N 13 ° 35' 36" W, a distance of 370.74 feet to a 60d nail found in a 30 in live oak,
2. N 80 ° 02' 17" W, a distance of 329.29 feet to a 60d nail found, and
3. N 59 ° 10' 05" W, a distance of 43.74 feet to the **POINT OF BEGINNING**, containing 10.17 acres of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221




Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

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Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK TRACT 8

10.05 ACRES
BLANCO COUNTY, TEXAS

FN-21-7155
NOVEMBER 10, 2021

A DESCRIPTION OF A 10.05 ACRE TRACT OF LAND OUT OF THE J. BLANK SURVEY NO. 410, ABSTRACT NO. 844; BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 10.05 ACRE TRACT BEING TRACT 8 IN MILLER CREEK @ BYRD RANCH, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod (capped RPLS 4542) set on the southwest line of the said 1502.54 acre tract and the southwest line of the said 205.40 acre tract, for the west corner of a 10.17 acre Tract 7 this day surveyed and the south corner hereof; whence a 1/2 inch iron rod found at the southwest corner of the said 1502.54 acre tract bears N 54° 16' 22" W, a distance of 1975.44 feet;

THENCE with said southwest line, N 59° 10' 05" W, a distance of 386.25 feet along a fence line to a 3/8 inch iron rod (capped RPLS 4542) set for the south corner of an 11.56 acre Tract 9 this day surveyed and the west corner hereof;

THENCE departing from said southwest line and passing over and across the said 1502.54 acre tract, N 63° 26' 31" E, a distance of 1721.09 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of that certain 60 Foot Wide Easement/Tract 2 described in said Document No. 16231, for the southeast corner of said Tract 9 and the north corner hereof;

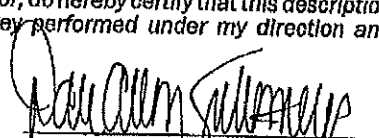
THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, S 03° 26' 30" W, a distance of 275.00 feet to a 3/8 inch iron rod (capped RPLS 4542) found for the north corner of said Tract 7 and the southeasterly corner hereof;

THENCE departing from said northeast line and passing over and across the said 205.40 acre tract, S 59° 48' 52" W (GPS BASE BEARING), a distance of 1378.20 feet to the POINT OF BEGINNING, containing 10.05 acres of land, more or less.

I, Dale Allen Sultemeler, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

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Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK TRACT 9

11.56 ACRES
BLANCO COUNTY, TEXAS

FN-21-7158
NOVEMBER 10, 2021

A DESCRIPTION OF AN 11.56 ACRE TRACT OF LAND OUT OF THE J. BLANK SURVEY NO. 410, ABSTRACT NO. 844, PART OF THE J. FELPS SURVEY NO. 406, ABSTRACT NO. 198 AND PART OF THE W. FELPS SURVEY NO. 2, ABSTRACT NO. 485; BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 11.56 ACRE TRACT BEING TRACT 9 IN MILLER CREEK @ BYRD RANCH, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod (capped RPLS 4542) set on the southwest line of the said 1502.54 acre tract and the southwest line of the said 205.40 acre tract, for the south corner of a 112.12 acre Tract 10 this day surveyed and the west corner hereof; whence a 1/2 inch iron rod found at the southwest corner of the said 1502.54 acre tract bears N 50° 49' 18" W, a distance of 1274.08 feet;

THENCE departing from said southwest line and passing over and across the said 1502.54 acre tract, N 63° 26' 31" E, a distance of 2059.30 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northeast line of the said 205.40 acre tract and southwest line of that certain 60 Foot Wide Easement/Tract 2 described in said Document No. 16231, for the southeast corner of said Tract 10 and the north corner hereof;

THENCE with the said northeast line of the 205.40 acre tract and southwest line of the said 60 Foot Wide Easement/Tract 2, S 03° 26' 30" W, a distance of 302.43 feet to a 3/8 inch iron rod (capped RPLS 4542) found for the north corner of a 10.05 acre Tract 8 this day surveyed and the southeasterly corner hereof;

THENCE departing from said northeast line and passing over and across the said 205.40 acre tract, S 63° 26' 31" W (GPS BASE BEARING), a distance of 1721.09 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the said southwest line of the 1502.54 acre tract and the said 205.40 acre tract, for the west corner of said Tract 8 and the southwesterly corner hereof;

**11.56 ACRES
BLANCO COUNTY, TEXAS**

**FN-21-7158
NOVEMBER 10, 2021**

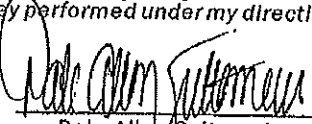
THENCE with said southwest line, the following three (3) courses:

1. *N 59° 10' 05" W, a distance of 53.93 feet to a 60d nail found,*
2. *N 82° 17' 51" W, a distance of 198.19 feet to a ½ inch iron rod found, and*
3. *N 23° 21' 16" W, a distance of 105.08 feet to the POINT OF BEGINNING, containing 11.56 acres of land, more or less.*

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

**SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 109
Fredericksburg, Texas 78624
(830) 990-1221**




Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

601 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

BYRD RANCH @ MILLER CREEK TRACT 10

112.12 ACRES
BLANCO COUNTY, TEXAS

FN-22-7168
NOVEMBER 10, 2021

A DESCRIPTION OF A 112.12 ACRE TRACT OF LAND WHICH COMPRISES PORTIONS OF THE FOLLOWING SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- O. BUSHNELL SURVEY NO. 406, ABSTRACT NO. 46,
- J. BLANK SURVEY NO. 410, ABSTRACT NO. 844,
- R. W. FELPS SURVEY NO. 2, ABSTRACT NO. 485, AND
- J. FELPS SURVEY NO. 406, ABSTRACT NO. 198;

BEING PART OF THAT CERTAIN 1502.54 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM ROBERT E. BONN, ET UX TO L. TONNETT BYRD, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 84, PAGE 922 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 413.9 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, ET AL TO REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, FOUND OF RECORD IN A SPECIAL WARRANTY DEED DATED NOVEMBER 19TH, 2013, RECORDED IN VOLUME 498, PAGE 212 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, BEING PART OF THAT CERTAIN 222.77 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM REBA BYRD, TRUSTEE OF THE REBA BYRD TRUST, ET AL, TO WEETON PROPERTIES, LLC, SERIES B, FOUND OF RECORD IN A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON JANUARY 25TH, 2018 AND RECORDED ON JANUARY 26TH OF SAME YEAR IN DOCUMENT NUMBER 180267 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING PART OF THAT CERTAIN 205.40 ACRE TRACT I DESCRIBED IN A CONVEYANCE FROM THE SAID WEETON PROPERTIES, LLC, SERIES B TO MMB MILLER CREEK LLC, FOUND OF RECORD IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED ON OCTOBER 22, 2021 AND RECORDED ON OCTOBER 26 OF SAME YEAR UNDER DOCUMENT NO. 216231 OF THE SAID OFFICIAL PUBLIC RECORDS; SAID 112.12 ACRE TRACT BEING TRACT 10 IN BYRD RANCH @ MILLER CREEK, AN UNRECORDED/EXEMPT SUBDIVISION IN SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½ inch iron rod found at the westerly southwest corner of the said 1502.54 acre tract, at the north corner of that certain 16.624 acre tract of land described in Volume 236, Page 259 et seq. of the said Official Public Records and on the east line of that certain 480 acre tract of land described in Volume 100, Page 626 et seq. of the said Deed Records, for the westerly southwest corner of the said 413.9 acre tract and the westerly southwest corner hereof;

THENCE with the west line of the said 1502.54 acre tract and east line of the said 480 acre tract, N 01° 04' 34" W, a distance of 1781.41 feet along a fence line to a 3/8 inch iron rod (capped RPLS 4542) set for the southwest corner of a 16.53 acre tract this day surveyed, for the northwest corner hereof, whence a 60d nail found at the base of a fence post at the northwest corner of the said 413.9 acre tract bears N 01° 04' 34" W, a distance of 47.93 feet;

THENCE departing from said west line and passing over and across the said 1502.54 acre tract and the said 222.77 acre tract with the south line of the said 16.53 acre tract, the following three (3) courses:

1. S 73° 55' 45" E, a distance of 744.78 feet to a 3/8 inch iron rod (capped RPLS 4542) set,
2. S 79° 49' 46" E, a distance of 575.03 feet to a 3/8 inch iron rod (capped RPLS 4542) set, and

**112.12 ACRES
BLANCO COUNTY, TEXAS**

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3. S 67° 15' 23" E, a distance of 997.52 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the northerly line of the said 222.77 acre tract and southwest line of that certain 31.21 acre tract described in Deed No. 183162 of the said Official Public Records, for a northerly corner hereof;

THENCE with said northerly line, as fenced, the following two (2) courses:

1. S 20° 32' 40" E, a distance of 93.54 feet to a 3/8 inch iron rod (capped RPLS 4542) found, and
2. N 88° 44' 45" E, a distance of 573.58 feet to a 60d nail found in concrete at the base of a fence post, at the northwest corner of the said 0.84 of an acre tract, for the northerly northeast corner hereof,

THENCE departing from said northerly line and passing over and across the said 1502.54 acre tract and the said 222.77 acre tract with the following two (2) courses, being the west and south line of the said 0.84 of an acre tract:

1. S 07° 00' 11" W, a distance of 307.96 feet to a 2.5 inch iron pipe fence post found, and
2. N 88° 56' 20" E, a distance of 128.49 feet to a 2.5 inch iron pipe fence post found on the east line of the said 222.77 acre tract, on the west line of that certain 60 Foot Wide Easement/Tract 2 described in said Document Number 216231 of the said Official Public Records, for the easterly northeast corner hereof;

THENCE continuing over and across the said 1502.54 acre tract and the said 413.9 acre tract with the east line of the said 222.77 acre tract and the west line of the said 60 Foot Wide Easement/Tract 2, S 03° 26' 30" W, a distance of 594.66 feet to a 3/8 inch iron rod set for the northeast corner of an 11.56 acre Tract 9 this day surveyed and the southeast corner hereof;

THENCE departing from said east line and passing over and across the said 205.40 acre tract, S 63° 26' 31" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 2059.30 feet to a 3/8 inch iron rod (capped RPLS 4542) set on the southwest line of the said 1502.54 acre tract and the said 205.40 acre tract, for the northwest corner of said Tract 9 and the south corner hereof;

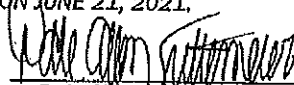
THENCE with the said southwest line of the said 1502.54 acre tract, the said 413.9 acre tract and the said 222.77 acre tract, being the northeast line of the said 16.624 acre tract, as fenced, the following five (5) courses:

1. N 23° 21' 16" W, crossing Miller Creek, a distance of 167.81 feet to a 60d nail found,
2. N 60° 57' 34" W, a distance of 54.16 feet to a 1/2 inch iron rod found,
3. N 76° 29' 59" W, a distance of 181.87 feet to a 60d nail found,
4. N 49° 15' 36" W, a distance of 897.18 feet to a 1/2 inch iron rod found, and
5. S 78° 36' 10" W, a distance of 17.49 feet to the POINT OF BEGINNING, containing 112.12 acres of land, more or less.

I, Dale Allen Sultemeler, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision. THE REFERENCED 205.40 ACRE TRACT WAS SURVEYED ON JUNE 21, 2021.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 102
Fredericksburg, Texas 78624
(830) 990-1221




Dale Allen Sultemeler
Registered Professional Land
Surveyor
No. 4542 - State of Texas

**Blanco County
Laura Walla
Blanco County Clerk**

Instrument Number: 220150

eRecording - Real Property

AMENDMENT

Recorded On: January 11, 2022 11:22 AM

Number of Pages: 40

" Examined and Charged as Follows: "

Total Recording: \$173.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 220150
Receipt Number: 20220111000008
Recorded Date/Time: January 11, 2022 11:22 AM
User: Melody E
Station: cclerk03

Record and Return To:

CSC



**STATE OF TEXAS
COUNTY OF**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Blanco County, Texas.**

Laura Walla
Blanco County Clerk
Blanco County, TX