

**330081**

**THIRD AMENDED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY – PHASE 4**

STATE OF TEXAS           §  
  §   **KNOWN ALL MEN BY THESE PRESENTS**  
COUNTY OF CORYELL     §  
COUNTY OF HAMILTON   §

THIS Third Amended Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the real property known as Rio Escondido Subdivision, Rio Escondido Subdivision Phase 2 and Rio Escondido Subdivision Phase 3 as described in the Declarations identified below and it to develop thereon a residential subdivision; and

WHEREAS, LSLP Evant II, LLC has requested Declarant to include the property described below being 1,398.80 acres into the development of the Rio Escondido Subdivision and to have the property be subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 25, 2020, Declarant filed Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 in Coryell County, Texas under Instrument Number 327355 and in Hamilton County, Texas under Instrument Number 20201117; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges,

and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on July 24, 2020 Declarant filed of record the Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 3 under Instrument Number 20201333 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 24, 2020 Declarant filed of record the Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 3 under Instrument Number 328304 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision;

WHEREAS, the Declarant and LSLP Evant II, LLC now desire to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

NOW THEREFORE, the Declarant declares that the real property containing 1,398.80 acres known as Rio Escondido Subdivision Phase 4 and owned by LSLP Evant II, LLC, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas and any other supplemental declarations filed of record.

**ARTICLE I**  
**Definitions**

Section 1. Any words not defined in this Third Amended Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this Third Amended Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 1,398.80 acres that the Declarant and LSLP Evant II, LLC are developing, known as Rio Escondido Subdivision Phase 4, which includes 111 lots and is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(d) "First Amended Supplemental Declaration" shall mean and refer to First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(e) "Second Amended Supplemental Declaration" shall mean and refer to Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 3 filed of record under Instrument Number 328304 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and

under Instrument Number 20201333 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(f) "Third Amended Supplemental Declaration" shall mean and refer to Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 4.

**ARTICLE II**  
**Incorporation of Additional Property**

Section 1. Additional Property. The 1,398.80 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 4 which includes 111 lots is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

Section 2. Additional Phase. Declarant and LSLP Evant II, LLC elect that the Additional Property that is the subject of this Third Amended Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

**ARTICLE III**  
**General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Third Amended Supplemental Declaration, the Original Declaration, the Supplemental Declaration, the First Amended Supplemental Declaration, and the Second Amended Supplemental Declaration, shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns; and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Third Amended Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.



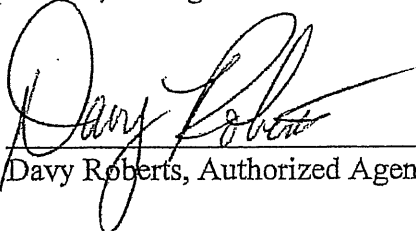
Any other terms and conditions of the Original Declaration, the Supplemental Declaration, the First Amended Supplemental Declaration, and the Second Amended Supplemental Declaration shall remain in full force and effect.

This Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 4 shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 18<sup>th</sup> day of September 2020.

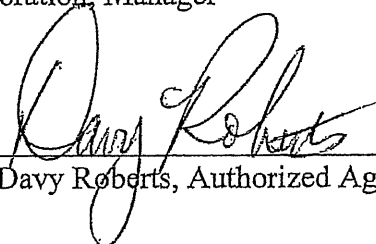
**LSLP Evant, LLC, a Delaware limited liability company**

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

By:   
\_\_\_\_\_  
Davy Roberts, Authorized Agent

**LSLP Evant II, LLC, a Delaware limited liability company**

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

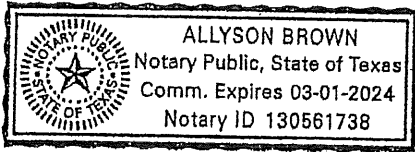
By:   
\_\_\_\_\_  
Davy Roberts, Authorized Agent

STATE OF TEXAS §  
COUNTY OF Coryell §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant, LLC and that by authority duly given and as the act of LSLP Evant, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 18 day of September 2020.



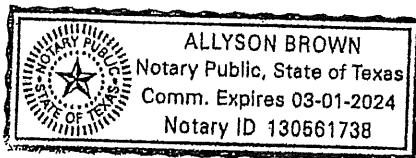
Allyson Brown  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF Coryell §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant II, LLC and that by authority duly given and as the act of LSLP Evant II, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 18 day of September 2020.



Allyson Brown  
Notary Public, State of Texas

**HUDDLESTON SURVEYING & MAPPING, P.C.**

107 S. PAGE, P. O. BOX 39, COMANCHE, TEXAS 76442  
325-356-2267 OFFICE, 325-356-2903 FAX  
T.B.P.L.S. FIRM NUMBER 10033700  
shsurveyor@verizon.net

THE STATE OF TEXAS:  
COUNTY OF HAMILTON:  
COUNTY OF CORYELL:

**1398.80 ACRE TRACT**

Being 1398.80 acres of land, of which 1237.13 acres is in Hamilton County, Texas, and the remaining 161.67 acres is in Coryell County, Texas, and being 1050.46 acres out of the H. GILLY SURVEY, HAMILTON COUNTY ABSTRACT NUMBER 1259, CORYELL COUNTY ABSTRACT NUMBER 392, 242.08 acres out of the D. ANDREWS SURVEY, ABSTRACT NUMBER 2, and the remaining 106.26 acres out of the N. GEE SURVEY, ABSTRACT NUMBER 298, and being out of a 5632.37 acre First Tract, that is described in a deed from T. E. Winters, Inc., to 9812 Holdings, LLC, recorded in Instrument Number 314007, Official Public Records of Coryell County, Texas, and further described as follows;

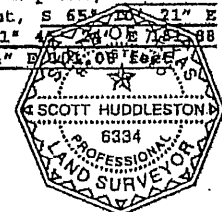
BEGINNING, at a 1/2 inch iron rod found in the East line of said 5632.37 acre tract, and being the Northeast corner of a 2004.55 acre tract of land that is described in a deed to L&LP Evant, LLC, recorded in Volume 550 at Page 666, Deed Records of Hamilton County, Texas, and being in the West line of a 116.89 acre tract of land that is described in a deed to Daniel M. Gorlick, et ux, recorded in Instrument Number 278145, said Official Public Record of Coryell County, for the Southeast corner of this tract;

THENCE, part way with a fence, along the North line of said 2004.55 acre tract, as follows, N 81° 00' 38" W 1807.52 feet, to a 1/2 inch iron rod found, N 36° 30' 30" W 670.82 feet, to a 1/2 inch iron rod found, N 88° 13' 02" W 555.89 feet, to a 1/2 inch iron rod found, N 89° 23' 33" W 2159.20 feet, to a 1/2 inch iron rod found, S 85° 59' 59" W 1076.02 feet, to a 5 inch pipe post, N 80° 09' 36" W 1358.82 feet, to a 1/2 inch iron rod found, S 50° 56' 21" W 493.27 feet, to a 1/2 inch iron rod found, N 69° 06' 52" W 814.61 feet, to a 1/2 inch iron rod found, N 35° 11' 37" W 222.66 feet, to a 1/2 inch iron rod found, S 80° 53' 11" W 2104.54 feet, to a 5 inch pipe post, N 62° 24' 38" W 1269.73 feet, to a 5 inch pipe post, N 66° 49' 34" W 475.55 feet, to a 5 inch pipe post, S 64° 05' 05" W 2413.91 feet, to a 5 inch pipe post, and N 70° 59' 47" W 17.63 feet, to a 1/2 inch iron rod found at the Northwest corner of said 2004.55 acre tract, and being in the East line of Hamilton County Road Number 421, for the Southwest corner of this tract;

THENCE, with a fence, along the East line of Hamilton County Road Number 421, as follows, N 20° 05' 36" E 426.95 feet, to a 4 inch pipe post, N 11° 44' 52" E 232.67 feet, to a 4 inch pipe post, N 19° 03' 36" E 173.50 feet, to a 4 inch pipe post, N 21° 48' 53" E 261.54 feet, to a 4 inch pipe post, N 18° 09' 06" E 2051.46 feet, to a 4 inch pipe post, N 06° 12' 32" E 434.80 feet, to a 4 inch pipe post, N 01° 06' 39" W 166.66 feet, to a 4 inch pipe post, N 05° 50' 12" W 187.10 feet, to a 4 inch pipe post, N 10° 42' 52" E 28.38 feet, to a 4 inch pipe post, N 25° 42' 53" E 25.79 feet, to a 4 inch pipe post, N 47° 51' 45" E 347.48 feet, to a 4 inch pipe post, N 18° 11' 13" E 1210.70 feet, to a 4 inch pipe post, and N 17° 05' 45" E 299.19 feet, to a 1/2 inch iron rod set, for the Northwest corner of this tract;

THENCE, S 72° 11' 12" E 212.81 feet, with a fence, to a 3 inch pipe post, S 69° 59' 53" E 2010.18 feet, to a 1/2 inch iron rod set, and S 16° 11' 06" W 707.62 feet, with a fence, to a point in the approximate center of Dry Branch, for a corner of this tract;

THENCE, with the approximate center of Dry Branch, as follows, N 87° 05' 34" E 53.58 feet, to a point, N 41° 40' 40" E 106.12 feet, to a point, N 47° 49' 12" E 125.25 feet, to a point, N 33° 22' 19" E 97.14 feet, to a point, N 40° 57' 27" E 105.92 feet, to a point, N 59° 54' 55" E 72.73 feet, to a point, N 85° 49' 44" E 60.76 feet, to a point, S 69° 12' 45" E 84.95 feet, to a point, S 76° 57' 54" E 48.57 feet, to a point, N 53° 30' 04" E 117.02 feet, to a point, N 63° 19' 19" E 80.29 feet, to a point, S 84° 56' 28" E 64.38 feet, to a point, S 65° 53' 16" E 115.36 feet, to a point, S 76° 45' 33" E 195.06 feet, to a point, N 84° 10' 47" E 116.84 feet, to a point, S 62° 35' 00" E 168.11 feet, to a point, N 79° 22' 46" E 80.89 feet, to a point, S 82° 46' 35" E 80.42 feet, to a point, S 50° 43' 43" E 68.96 feet, to a point, S 27° 15' 41" E 64.15 feet, to a point, S 08° 26' 06" E 70.28 feet, to a point, S 64° 01' 22" E 51.57 feet, to a point, N 84° 53' 38" E 98.92 feet, to a point, S 76° 56' 21" E 97.71 feet, to a point, S 67° 55' 37" E 97.65 feet, to a point, S 86° 23' 41" E 147.03 feet, to a point, S 85° 02' 44" E 132.26 feet, to a point, S 54° 38' 37" E 55.01 feet, to a point, S 37° 07' 03" E 65.25 feet, to a point, S 72° 12' 45" E 140.17 feet, to a point, S 63° 32' 49" E 139.62 feet, to a point, S 53° 13' 51" E 105.51 feet, to a point, S 68° 53' 23" E 112.45 feet, to a point, S 49° 13' 55" E 132.66 feet, to a point, S 69° 50' 28" E 171.25 feet, to a point, S 78° 08' 57" E 199.90 feet, to a point, N 26° 26' 53" E 65.30 feet, to a point, N 43° 08' 25" E 115.11 feet, to a point, N 41° 46' 38" E 82.18 feet, to a point, N 67° 36' 53" E 159.58 feet, to a point, N 74° 51' 16" E 97.01 feet, to a point, N 57° 52' 21" E 200.01 feet, to a point, N 70° 12' 52" E 156.63 feet, to a point, N 53° 00' 42" E 77.66 feet, to a point, N 32° 46' 49" E 98.65 feet, to a point, N 38° 52' 06" E 98.05 feet, to a point, N 62° 16' 56" E 96.43 feet, to a point, N 81° 01' 16" E 130.54 feet, to a point, S 65° 05' 21" E 199.89 feet, to a point, S 76° 43' 37" E 129.61 feet, to a point, N 81° 47' 08" E 138.88 feet, to a point, S 67° 14' 00" E 425.06 feet, to a point, S 72° 17' 54" E 111.08 feet, to a point,



to a point, S 84° 14' 32" E 220.39 feet, to a point, S 88° 30' 10" E 325.21 feet, to a point, N 48° 16' 53" E 91.10 feet, to a point, N 57° 12' 17" E 44.99 feet, to a point, N 84° 08' 32" E 62.17 feet, to a point, S 38° 17' 11" E 86.14 feet, to a point, S 39° 36' 08" E 201.96 feet, to a point, S 81° 05' 11" E 198.71 feet, to a point, S 89° 46' 33" E 81.40 feet, to a point, N 80° 12' 23" E 151.04 feet, to a point, N 70° 19' 23" E 174.37 feet, to a point, N 74° 49' 00" E 147.74 feet, to a point, N 41° 22' 16" E 137.42 feet, to a point, N 18° 33' 50" E 73.65 feet, to a point, and N 48° 09' 22" E 79.98 feet, to a point, from which a reference 1/4 inch iron rod set, on the North bank, bears N 05° 36' 26" E 75.50 feet, for a corner of this tract;

THENCE, N 05° 36' 26" E 75.50 feet, with a fence, to a 1/2 inch iron rod set, N 05° 36' 26" E 33.45 feet, with a fence, to a 3 inch pipe post, N 16° 06' 31" E 112.61 feet, with a fence, to a 5 inch pipe post, and N 16° 06' 17" E 1325.84 feet, to a 1/2 inch iron rod found at an internal corner of said 5632.37 acre tract, and being the Southwest corner of a 156 acre Third Tract, that is described in a deed to The Dietz Memorial Company, Inc., recorded in Volume 229 at Page 1, said Deed Records of Hamilton County, for a corner of this tract;

THENCE, S 87° 31' 32" E 4050.45 feet, with a fence, along a North line of said 5632.37 acre tract, and the South line of said 156 acre tract, to a 1/2 inch iron rod found at a corner of said 5632.37 acre tract, and the Southeast corner of said 156 acre tract, and being in the West line of a 84 acre Second Tract, described in said Volume 229 at Page 1, for the Northeast corner of this tract;

THENCE, S 19° 19' 39" W 338.38 feet, with a fence, along the East line of said 5632.37 acre tract, and the West line of said 84 acre tract, to a 1/4 inch iron rod set at the Southwest corner of said 84 acre tract, and being the Northwest corner of a 101.9 acre First Tract, that is described in a deed to The Dietz Memorial Company, Inc., recorded in Volume 289 at Page 886, Deed Records of Coryell County, Texas, for a corner of this tract;

THENCE, with a fence, along the East line of said 5632.37 acre tract and the West line of said Volume 289 at Page 886, as follows, S 19° 34' 50" W 1428.18 feet, to a 1/4 inch iron rod set, and S 15° 01' 35" W 2031.19 feet, to a 1/2 inch iron rod set, at the Southwest corner of a 150 acre Second Tract, that is described in said Volume 289 at Page 886, for a corner of this tract;

THENCE, S 72° 48' 30" E 1024.61 feet, with a fence, along the South line of said 150 acre tract, to a 4 inch pipe post found at the Northwest corner of a 88.65 acre tract of land that is described in a deed to Blackshear Dixton Investments, LLC, recorded in Instrument Number 234186, said Official Public Records of Coryell County, for a corner of this tract;

THENCE, S 17° 21' 14" W 1985.27 feet, with a fence, along a East line of said 5632.37 acre tract, to a 3 inch pipe post found at the Southwest corner of said 88.65 acre tract, and being the Northwest corner of said 116.89 acre tract, for a corner of this tract;

THENCE, S 17° 14' 51" W 222.16 feet, with a fence, along a East line of said 5632.37 acre tract, and the West line of said 116.89 acre tract, to the point of beginning and containing 1398.80 acres of land.

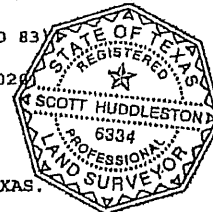
I, SCOTT HUDDLESTON, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing Field Notes and accompanying Plat, was prepared from an actual survey, made on the ground, on June 22, 2020, from the Deed Records and Official Public Records of Coryell County, Texas, and the Deed Records of Hamilton County, Texas, and surveys of area properties, that the corners and boundaries with marks natural and artificial are just as were found on the ground.

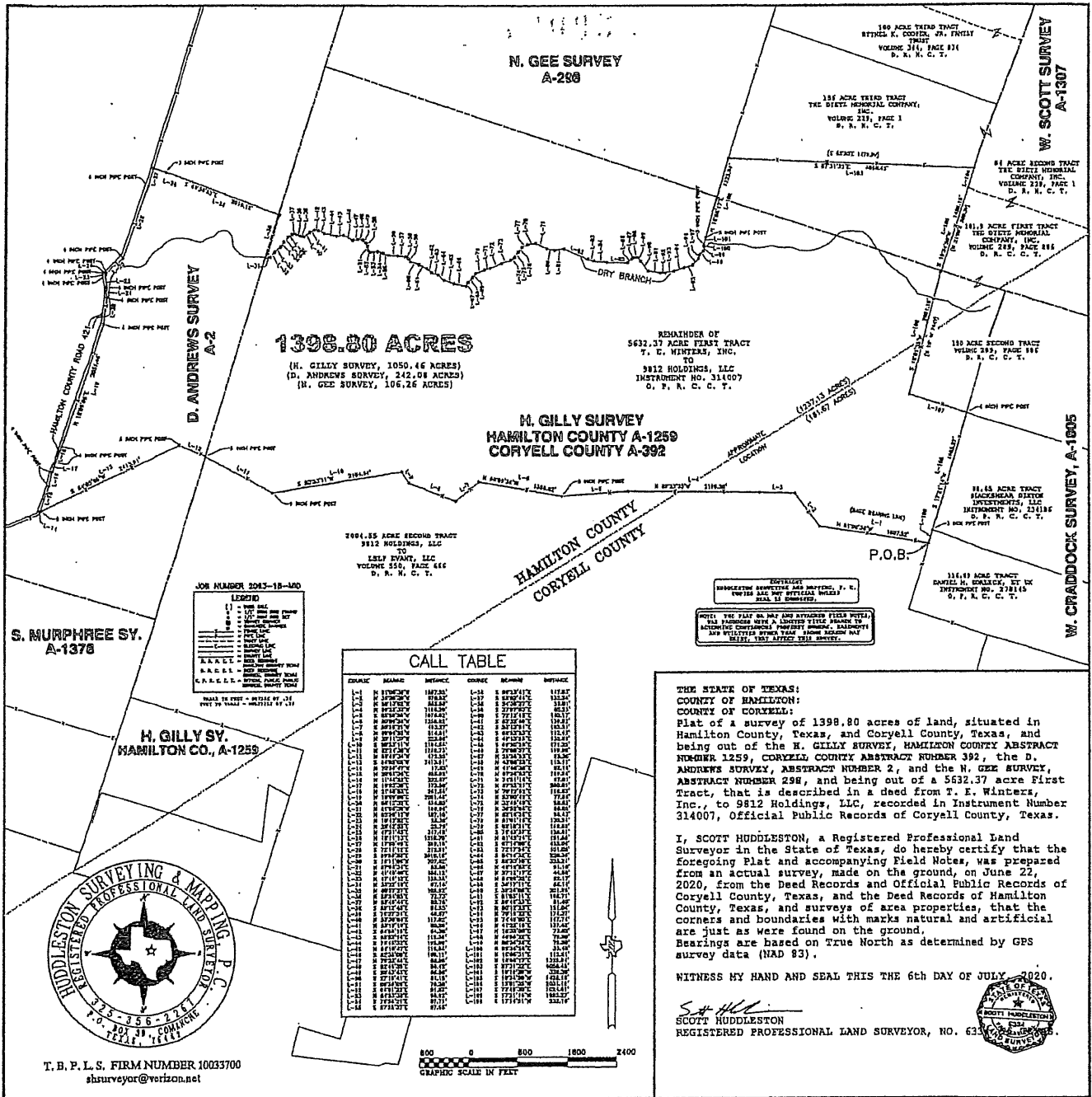
Bearings are based on True North as determined by GPS survey data (NAD 83)

WITNESS MY HAND AND SEAL THIS THE 6th DAY OF JULY, 2020

*Scott Huddleston*  
SCOTT HUDDLESTON

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6334 OF TEXAS.





N. GEE SURVEY  
A-298

W. SCOTT SURVEY  
A-1307

D. ANDREWS SURVEY  
A-2

1398.80 ACRES  
(H. GILLY SURVEY, 1050.46 ACRES)  
(D. ANDREWS SURVEY, 242.08 ACRES)  
(N. GEE SURVEY, 106.26 ACRES)

REMAINDER OF  
5632.37 ACRES FIRST TRACT  
T. E. WINTERS, INC.  
TO  
9812 HOLDINGS, LLC  
INSTRUMENT NO. 314007  
D. P. A. C. T.

H. GILLY SURVEY  
HAMILTON COUNTY A-1259  
CORYELL COUNTY A-392

2491.55 ACRES SECOND TRACT  
3112 HOLDINGS, LLC  
TO  
LELY TRACT, LLC  
VOLUME 250, PAGE 666  
D. P. A. C. T.

W. CHADDOCK SURVEY, A-1805

S. MURPHREE SY.  
A-1378

H. GILLY SY.  
HAMILTON CO., A-1259

JOB NUMBER 2045-18-LND  
LEGEND  
[Symbol] 1/4" = 100 FT  
[Symbol] 2" = 200 FT  
[Symbol] 4" = 400 FT  
[Symbol] 6" = 600 FT  
[Symbol] 8" = 800 FT  
[Symbol] 10" = 1000 FT  
[Symbol] 12" = 1200 FT  
[Symbol] 14" = 1400 FT  
[Symbol] 16" = 1600 FT  
[Symbol] 18" = 1800 FT  
[Symbol] 20" = 2000 FT  
[Symbol] 22" = 2200 FT  
[Symbol] 24" = 2400 FT  
[Symbol] 26" = 2600 FT  
[Symbol] 28" = 2800 FT  
[Symbol] 30" = 3000 FT  
[Symbol] 32" = 3200 FT  
[Symbol] 34" = 3400 FT  
[Symbol] 36" = 3600 FT  
[Symbol] 38" = 3800 FT  
[Symbol] 40" = 4000 FT  
[Symbol] 42" = 4200 FT  
[Symbol] 44" = 4400 FT  
[Symbol] 46" = 4600 FT  
[Symbol] 48" = 4800 FT  
[Symbol] 50" = 5000 FT  
[Symbol] 52" = 5200 FT  
[Symbol] 54" = 5400 FT  
[Symbol] 56" = 5600 FT  
[Symbol] 58" = 5800 FT  
[Symbol] 60" = 6000 FT  
[Symbol] 62" = 6200 FT  
[Symbol] 64" = 6400 FT  
[Symbol] 66" = 6600 FT  
[Symbol] 68" = 6800 FT  
[Symbol] 70" = 7000 FT  
[Symbol] 72" = 7200 FT  
[Symbol] 74" = 7400 FT  
[Symbol] 76" = 7600 FT  
[Symbol] 78" = 7800 FT  
[Symbol] 80" = 8000 FT  
[Symbol] 82" = 8200 FT  
[Symbol] 84" = 8400 FT  
[Symbol] 86" = 8600 FT  
[Symbol] 88" = 8800 FT  
[Symbol] 90" = 9000 FT  
[Symbol] 92" = 9200 FT  
[Symbol] 94" = 9400 FT  
[Symbol] 96" = 9600 FT  
[Symbol] 98" = 9800 FT  
[Symbol] 100" = 10000 FT  
[Symbol] 102" = 10200 FT  
[Symbol] 104" = 10400 FT  
[Symbol] 106" = 10600 FT  
[Symbol] 108" = 10800 FT  
[Symbol] 110" = 11000 FT  
[Symbol] 112" = 11200 FT  
[Symbol] 114" = 11400 FT  
[Symbol] 116" = 11600 FT  
[Symbol] 118" = 11800 FT  
[Symbol] 120" = 12000 FT  
[Symbol] 122" = 12200 FT  
[Symbol] 124" = 12400 FT  
[Symbol] 126" = 12600 FT  
[Symbol] 128" = 12800 FT  
[Symbol] 130" = 13000 FT  
[Symbol] 132" = 13200 FT  
[Symbol] 134" = 13400 FT  
[Symbol] 136" = 13600 FT  
[Symbol] 138" = 13800 FT  
[Symbol] 140" = 14000 FT  
[Symbol] 142" = 14200 FT  
[Symbol] 144" = 14400 FT  
[Symbol] 146" = 14600 FT  
[Symbol] 148" = 14800 FT  
[Symbol] 150" = 15000 FT  
[Symbol] 152" = 15200 FT  
[Symbol] 154" = 15400 FT  
[Symbol] 156" = 15600 FT  
[Symbol] 158" = 15800 FT  
[Symbol] 160" = 16000 FT  
[Symbol] 162" = 16200 FT  
[Symbol] 164" = 16400 FT  
[Symbol] 166" = 16600 FT  
[Symbol] 168" = 16800 FT  
[Symbol] 170" = 17000 FT  
[Symbol] 172" = 17200 FT  
[Symbol] 174" = 17400 FT  
[Symbol] 176" = 17600 FT  
[Symbol] 178" = 17800 FT  
[Symbol] 180" = 18000 FT  
[Symbol] 182" = 18200 FT  
[Symbol] 184" = 18400 FT  
[Symbol] 186" = 18600 FT  
[Symbol] 188" = 18800 FT  
[Symbol] 190" = 19000 FT  
[Symbol] 192" = 19200 FT  
[Symbol] 194" = 19400 FT  
[Symbol] 196" = 19600 FT  
[Symbol] 198" = 19800 FT  
[Symbol] 200" = 20000 FT  
[Symbol] 202" = 20200 FT  
[Symbol] 204" = 20400 FT  
[Symbol] 206" = 20600 FT  
[Symbol] 208" = 20800 FT  
[Symbol] 210" = 21000 FT  
[Symbol] 212" = 21200 FT  
[Symbol] 214" = 21400 FT  
[Symbol] 216" = 21600 FT  
[Symbol] 218" = 21800 FT  
[Symbol] 220" = 22000 FT  
[Symbol] 222" = 22200 FT  
[Symbol] 224" = 22400 FT  
[Symbol] 226" = 22600 FT  
[Symbol] 228" = 22800 FT  
[Symbol] 230" = 23000 FT  
[Symbol] 232" = 23200 FT  
[Symbol] 234" = 23400 FT  
[Symbol] 236" = 23600 FT  
[Symbol] 238" = 23800 FT  
[Symbol] 240" = 24000 FT  
[Symbol] 242" = 24200 FT  
[Symbol] 244" = 24400 FT  
[Symbol] 246" = 24600 FT  
[Symbol] 248" = 24800 FT  
[Symbol] 250" = 25000 FT  
[Symbol] 252" = 25200 FT  
[Symbol] 254" = 25400 FT  
[Symbol] 256" = 25600 FT  
[Symbol] 258" = 25800 FT  
[Symbol] 260" = 26000 FT  
[Symbol] 262" = 26200 FT  
[Symbol] 264" = 26400 FT  
[Symbol] 266" = 26600 FT  
[Symbol] 268" = 26800 FT  
[Symbol] 270" = 27000 FT  
[Symbol] 272" = 27200 FT  
[Symbol] 274" = 27400 FT  
[Symbol] 276" = 27600 FT  
[Symbol] 278" = 27800 FT  
[Symbol] 280" = 28000 FT  
[Symbol] 282" = 28200 FT  
[Symbol] 284" = 28400 FT  
[Symbol] 286" = 28600 FT  
[Symbol] 288" = 28800 FT  
[Symbol] 290" = 29000 FT  
[Symbol] 292" = 29200 FT  
[Symbol] 294" = 29400 FT  
[Symbol] 296" = 29600 FT  
[Symbol] 298" = 29800 FT  
[Symbol] 300" = 30000 FT  
[Symbol] 302" = 30200 FT  
[Symbol] 304" = 30400 FT  
[Symbol] 306" = 30600 FT  
[Symbol] 308" = 30800 FT  
[Symbol] 310" = 31000 FT  
[Symbol] 312" = 31200 FT  
[Symbol] 314" = 31400 FT  
[Symbol] 316" = 31600 FT  
[Symbol] 318" = 31800 FT  
[Symbol] 320" = 32000 FT  
[Symbol] 322" = 32200 FT  
[Symbol] 324" = 32400 FT  
[Symbol] 326" = 32600 FT  
[Symbol] 328" = 32800 FT  
[Symbol] 330" = 33000 FT  
[Symbol] 332" = 33200 FT  
[Symbol] 334" = 33400 FT  
[Symbol] 336" = 33600 FT  
[Symbol] 338" = 33800 FT  
[Symbol] 340" = 34000 FT  
[Symbol] 342" = 34200 FT  
[Symbol] 344" = 34400 FT  
[Symbol] 346" = 34600 FT  
[Symbol] 348" = 34800 FT  
[Symbol] 350" = 35000 FT  
[Symbol] 352" = 35200 FT  
[Symbol] 354" = 35400 FT  
[Symbol] 356" = 35600 FT  
[Symbol] 358" = 35800 FT  
[Symbol] 360" = 36000 FT  
[Symbol] 362" = 36200 FT  
[Symbol] 364" = 36400 FT  
[Symbol] 366" = 36600 FT  
[Symbol] 368" = 36800 FT  
[Symbol] 370" = 37000 FT  
[Symbol] 372" = 37200 FT  
[Symbol] 374" = 37400 FT  
[Symbol] 376" = 37600 FT  
[Symbol] 378" = 37800 FT  
[Symbol] 380" = 38000 FT  
[Symbol] 382" = 38200 FT  
[Symbol] 384" = 38400 FT  
[Symbol] 386" = 38600 FT  
[Symbol] 388" = 38800 FT  
[Symbol] 390" = 39000 FT  
[Symbol] 392" = 39200 FT  
[Symbol] 394" = 39400 FT  
[Symbol] 396" = 39600 FT  
[Symbol] 398" = 39800 FT  
[Symbol] 400" = 40000 FT  
[Symbol] 402" = 40200 FT  
[Symbol] 404" = 40400 FT  
[Symbol] 406" = 40600 FT  
[Symbol] 408" = 40800 FT  
[Symbol] 410" = 41000 FT  
[Symbol] 412" = 41200 FT  
[Symbol] 414" = 41400 FT  
[Symbol] 416" = 41600 FT  
[Symbol] 418" = 41800 FT  
[Symbol] 420" = 42000 FT  
[Symbol] 422" = 42200 FT  
[Symbol] 424" = 42400 FT  
[Symbol] 426" = 42600 FT  
[Symbol] 428" = 42800 FT  
[Symbol] 430" = 43000 FT  
[Symbol] 432" = 43200 FT  
[Symbol] 434" = 43400 FT  
[Symbol] 436" = 43600 FT  
[Symbol] 438" = 43800 FT  
[Symbol] 440" = 44000 FT  
[Symbol] 442" = 44200 FT  
[Symbol] 444" = 44400 FT  
[Symbol] 446" = 44600 FT  
[Symbol] 448" = 44800 FT  
[Symbol] 450" = 45000 FT  
[Symbol] 452" = 45200 FT  
[Symbol] 454" = 45400 FT  
[Symbol] 456" = 45600 FT  
[Symbol] 458" = 45800 FT  
[Symbol] 460" = 46000 FT  
[Symbol] 462" = 46200 FT  
[Symbol] 464" = 46400 FT  
[Symbol] 466" = 46600 FT  
[Symbol] 468" = 46800 FT  
[Symbol] 470" = 47000 FT  
[Symbol] 472" = 47200 FT  
[Symbol] 474" = 47400 FT  
[Symbol] 476" = 47600 FT  
[Symbol] 478" = 47800 FT  
[Symbol] 480" = 48000 FT  
[Symbol] 482" = 48200 FT  
[Symbol] 484" = 48400 FT  
[Symbol] 486" = 48600 FT  
[Symbol] 488" = 48800 FT  
[Symbol] 490" = 49000 FT  
[Symbol] 492" = 49200 FT  
[Symbol] 494" = 49400 FT  
[Symbol] 496" = 49600 FT  
[Symbol] 498" = 49800 FT  
[Symbol] 500" = 50000 FT  
[Symbol] 502" = 50200 FT  
[Symbol] 504" = 50400 FT  
[Symbol] 506" = 50600 FT  
[Symbol] 508" = 50800 FT  
[Symbol] 510" = 51000 FT  
[Symbol] 512" = 51200 FT  
[Symbol] 514" = 51400 FT  
[Symbol] 516" = 51600 FT  
[Symbol] 518" = 51800 FT  
[Symbol] 520" = 52000 FT  
[Symbol] 522" = 52200 FT  
[Symbol] 524" = 52400 FT  
[Symbol] 526" = 52600 FT  
[Symbol] 528" = 52800 FT  
[Symbol] 530" = 53000 FT  
[Symbol] 532" = 53200 FT  
[Symbol] 534" = 53400 FT  
[Symbol] 536" = 53600 FT  
[Symbol] 538" = 53800 FT  
[Symbol] 540" = 54000 FT  
[Symbol] 542" = 54200 FT  
[Symbol] 544" = 54400 FT  
[Symbol] 546" = 54600 FT  
[Symbol] 548" = 54800 FT  
[Symbol] 550" = 55000 FT  
[Symbol] 552" = 55200 FT  
[Symbol] 554" = 55400 FT  
[Symbol] 556" = 55600 FT  
[Symbol] 558" = 55800 FT  
[Symbol] 560" = 56000 FT  
[Symbol] 562" = 56200 FT  
[Symbol] 564" = 56400 FT  
[Symbol] 566" = 56600 FT  
[Symbol] 568" = 56800 FT  
[Symbol] 570" = 57000 FT  
[Symbol] 572" = 57200 FT  
[Symbol] 574" = 57400 FT  
[Symbol] 576" = 57600 FT  
[Symbol] 578" = 57800 FT  
[Symbol] 580" = 58000 FT  
[Symbol] 582" = 58200 FT  
[Symbol] 584" = 58400 FT  
[Symbol] 586" = 58600 FT  
[Symbol] 588" = 58800 FT  
[Symbol] 590" = 59000 FT  
[Symbol] 592" = 59200 FT  
[Symbol] 594" = 59400 FT  
[Symbol] 596" = 59600 FT  
[Symbol] 598" = 59800 FT  
[Symbol] 600" = 60000 FT  
[Symbol] 602" = 60200 FT  
[Symbol] 604" = 60400 FT  
[Symbol] 606" = 60600 FT  
[Symbol] 608" = 60800 FT  
[Symbol] 610" = 61000 FT  
[Symbol] 612" = 61200 FT  
[Symbol] 614" = 61400 FT  
[Symbol] 616" = 61600 FT  
[Symbol] 618" = 61800 FT  
[Symbol] 620" = 62000 FT  
[Symbol] 622" = 62200 FT  
[Symbol] 624" = 62400 FT  
[Symbol] 626" = 62600 FT  
[Symbol] 628" = 62800 FT  
[Symbol] 630" = 63000 FT  
[Symbol] 632" = 63200 FT  
[Symbol] 634" = 63400 FT  
[Symbol] 636" = 63600 FT  
[Symbol] 638" = 63800 FT  
[Symbol] 640" = 64000 FT  
[Symbol] 642" = 64200 FT  
[Symbol] 644" = 64400 FT  
[Symbol] 646" = 64600 FT  
[Symbol] 648" = 64800 FT  
[Symbol] 650" = 65000 FT  
[Symbol] 652" = 65200 FT  
[Symbol] 654" = 65400 FT  
[Symbol] 656" = 65600 FT  
[Symbol] 658" = 65800 FT  
[Symbol] 660" = 66000 FT  
[Symbol] 662" = 66200 FT  
[Symbol] 664" = 66400 FT  
[Symbol] 666" = 66600 FT  
[Symbol] 668" = 66800 FT  
[Symbol] 670" = 67000 FT  
[Symbol] 672" = 67200 FT  
[Symbol] 674" = 67400 FT  
[Symbol] 676" = 67600 FT  
[Symbol] 678" = 67800 FT  
[Symbol] 680" = 68000 FT  
[Symbol] 682" = 68200 FT  
[Symbol] 684" = 68400 FT  
[Symbol] 686" = 68600 FT  
[Symbol] 688" = 68800 FT  
[Symbol] 690" = 69000 FT  
[Symbol] 692" = 69200 FT  
[Symbol] 694" = 69400 FT  
[Symbol] 696" = 69600 FT  
[Symbol] 698" = 69800 FT  
[Symbol] 700" = 70000 FT  
[Symbol] 702" = 70200 FT  
[Symbol] 704" = 70400 FT  
[Symbol] 706" = 70600 FT  
[Symbol] 708" = 70800 FT  
[Symbol] 710" = 71000 FT  
[Symbol] 712" = 71200 FT  
[Symbol] 714" = 71400 FT  
[Symbol] 716" = 71600 FT  
[Symbol] 718" = 71800 FT  
[Symbol] 720" = 72000 FT  
[Symbol] 722" = 72200 FT  
[Symbol] 724" = 72400 FT  
[Symbol] 726" = 72600 FT  
[Symbol] 728" = 72800 FT  
[Symbol] 730" = 73000 FT  
[Symbol] 732" = 73200 FT  
[Symbol] 734" = 73400 FT  
[Symbol] 736" = 73600 FT  
[Symbol] 738" = 73800 FT  
[Symbol] 740" = 74000 FT  
[Symbol] 742" = 74200 FT  
[Symbol] 744" = 74400 FT  
[Symbol] 746" = 74600 FT  
[Symbol] 748" = 74800 FT  
[Symbol] 750" = 75000 FT  
[Symbol] 752" = 75200 FT  
[Symbol] 754" = 75400 FT  
[Symbol] 756" = 75600 FT  
[Symbol] 758" = 75800 FT  
[Symbol] 760" = 76000 FT  
[Symbol] 762" = 76200 FT  
[Symbol] 764" = 76400 FT  
[Symbol] 766" = 76600 FT  
[Symbol] 768" = 76800 FT  
[Symbol] 770" = 77000 FT  
[Symbol] 772" = 77200 FT  
[Symbol] 774" = 77400 FT  
[Symbol] 776" = 77600 FT  
[Symbol] 778" = 77800 FT  
[Symbol] 780" = 78000 FT  
[Symbol] 782" = 78200 FT  
[Symbol] 784" = 78400 FT  
[Symbol] 786" = 78600 FT  
[Symbol] 788" = 78800 FT  
[Symbol] 790" = 79000 FT  
[Symbol] 792" = 79200 FT  
[Symbol] 794" = 79400 FT  
[Symbol] 796" = 79600 FT  
[Symbol] 798" = 79800 FT  
[Symbol] 800" = 80000 FT  
[Symbol] 802" = 80200 FT  
[Symbol] 804" = 80400 FT  
[Symbol] 806" = 80600 FT  
[Symbol] 808" = 80800 FT  
[Symbol] 810" = 81000 FT  
[Symbol] 812" = 81200 FT  
[Symbol] 814" = 81400 FT  
[Symbol] 816" = 81600 FT  
[Symbol] 818" = 81800 FT  
[Symbol] 820" = 82000 FT  
[Symbol] 822" = 82200 FT  
[Symbol] 824" = 82400 FT  
[Symbol] 826" = 82600 FT  
[Symbol] 828" = 82800 FT  
[Symbol] 830" = 83000 FT  
[Symbol] 832" = 83200 FT  
[Symbol] 834" = 83400 FT  
[Symbol] 836" = 83600 FT  
[Symbol] 838" = 83800 FT  
[Symbol] 840" = 84000 FT  
[Symbol] 842" = 84200 FT  
[Symbol] 844" = 84400 FT  
[Symbol] 846" = 84600 FT  
[Symbol] 848" = 84800 FT  
[Symbol] 850" = 85000 FT  
[Symbol] 852" = 85200 FT  
[Symbol] 854" = 85400 FT  
[Symbol] 856" = 85600 FT  
[Symbol] 858" = 85800 FT  
[Symbol] 860" = 86000 FT  
[Symbol] 862" = 86200 FT  
[Symbol] 864" = 86400 FT  
[Symbol] 866" = 86600 FT  
[Symbol] 868" = 86800 FT  
[Symbol] 870" = 87000 FT  
[Symbol] 872" = 87200 FT  
[Symbol] 874" = 87400 FT  
[Symbol] 876" = 87600 FT  
[Symbol] 878" = 87800 FT  
[Symbol] 880" = 88000 FT  
[Symbol] 882" = 88200 FT  
[Symbol] 884" = 88400 FT  
[Symbol] 886" = 88600 FT  
[Symbol] 888" = 88800 FT  
[Symbol] 890" = 89000 FT  
[Symbol] 892" = 89200 FT  
[Symbol] 894" = 89400 FT  
[Symbol] 896" = 89600 FT  
[Symbol] 898" = 89800 FT  
[Symbol] 900" = 90000 FT  
[Symbol] 902" = 90200 FT  
[Symbol] 904" = 90400 FT  
[Symbol] 906" = 90600 FT  
[Symbol] 908" = 90800 FT  
[Symbol] 910" = 91000 FT  
[Symbol] 912" = 91200 FT  
[Symbol] 914" = 91400 FT  
[Symbol] 916" = 91600 FT  
[Symbol] 918" = 91800 FT  
[Symbol] 920" = 92000 FT  
[Symbol] 922" = 92200 FT  
[Symbol] 924" = 92400 FT  
[Symbol] 926" = 92600 FT  
[Symbol] 928" = 92800 FT  
[Symbol] 930" = 93000 FT  
[Symbol] 932" = 93200 FT  
[Symbol] 934" = 93400 FT  
[Symbol] 936" = 93600 FT  
[Symbol] 938" = 93800 FT  
[Symbol] 940" = 94000 FT  
[Symbol] 942" = 94200 FT  
[Symbol] 944" = 94400 FT  
[Symbol] 946" = 94600 FT  
[Symbol] 948" = 94800 FT  
[Symbol] 950" = 95000 FT  
[Symbol] 952" = 95200 FT  
[Symbol] 954" = 95400 FT  
[Symbol] 956" = 95600 FT  
[Symbol] 958" = 95800 FT  
[Symbol] 960" = 96000 FT  
[Symbol] 962" = 96200 FT  
[Symbol] 964" = 96400 FT  
[Symbol] 966" = 96600 FT  
[Symbol] 968" = 96800 FT  
[Symbol] 970" = 97000 FT  
[Symbol] 972" = 97200 FT  
[Symbol] 974" = 97400 FT  
[Symbol] 976" = 97600 FT  
[Symbol] 978" = 97800 FT  
[Symbol] 980" = 98000 FT  
[Symbol] 982" = 98200 FT  
[Symbol] 984" = 98400 FT  
[Symbol] 986" = 98600 FT  
[Symbol] 988" = 98800 FT  
[Symbol] 990" = 99000 FT  
[Symbol] 992" = 99200 FT  
[Symbol] 994" = 99400 FT  
[Symbol] 996" = 99600 FT  
[Symbol] 998" = 99800 FT  
[Symbol] 1000" = 100000 FT

CALL TABLE

Table with 4 columns: BEARING, DISTANCE, BEARING, DISTANCE. Contains numerical data for survey points.

NOTICE: THE PLAT ON MAP AND ANY OTHER FIELD NOTES) HAS PARTIAL HERE A LIMITED TIME PERIOD TO BEING IN CONTACT WITH THE REGISTERED PROFESSIONAL LAND SURVEYOR AND WILL BE WITHIN 30 DAYS FROM RECORDING DATE. THIS SURVEY WILL BE CANCELLED.

THE STATE OF TEXAS: COUNTY OF HAMILTON: COUNTY OF CORYELL: Plat of a survey of 1398.80 acres of land, situated in Hamilton County, Texas, and Coryell County, Texas, and being out of the H. GILLY SURVEY, HAMILTON COUNTY ABSTRACT NUMBER 1259, CORYELL COUNTY ABSTRACT NUMBER 392, the D. ANDREWS SURVEY, ABSTRACT NUMBER 2, and the N. GEE SURVEY, ABSTRACT NUMBER 298, and being out of a 5632.37 acre First Tract, that is described in a deed from T. E. Winters, Inc., to 9812 Holdings, LLC, recorded in Instrument Number 314007, Official Public Records of Coryell County, Texas. I, SCOTT HUDDLESTON, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing Plat and accompanying Field Notes, was prepared from an actual survey, made on the ground, on June 22, 2020, from the Deed Records and Official Public Records of Coryell County, Texas, and surveys of area properties, that the corners and boundaries with marks natural and artificial are just as were found on the ground. Bearings are based on True North as determined by GPS survey data (NAD 83). WITNESS MY HAND AND SEAL THIS THE 6th DAY OF JULY, 2020. SCOTT HUDDLESTON REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 63...



T. B. P. L. S. FIRM NUMBER 10033700 shsurveyor@verizon.net

STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

FILED  
AT 1030 O'CLOCK AM

SEP 18 2020



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

330081

\_\_\_\_\_

330685

FOURTH AMENDED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX AN ADDITIONAL 45.174 ACRES INTO PHASE 4

STATE OF TEXAS           §  
                                  §    KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF CORYELL     §  
COUNTY OF HAMILTON   §

THIS Fourth Amended Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property known as Rio Escondido Subdivision, Rio Escondido Subdivision Phase 2 and Rio Escondido Subdivision Phase 3 as described in the Declarations identified below and it to develop thereon a residential subdivision; and

WHEREAS, LSLP Evant II, LLC has requested Declarant to include the property described below, being 45.174 acres, into the development of the Rio Escondido Subdivision and to have the property be subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 25, 2020, Declarant filed Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 in Coryell County, Texas under Instrument Number 327355 and in Hamilton County, Texas under Instrument Number 20201117; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges,

and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on July 24, 2020 Declarant filed of record the Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 3 under Instrument Number 20201333 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 24, 2020 Declarant filed of record the Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 3 under Instrument Number 328304 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on September 18, 2020 Declarant filed of record the Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 4 under Instrument Number 20201749 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on September 18, 2020 Declarant filed of record the Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 4 under Instrument Number 330081 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision;

WHEREAS, the Declarant and LSLP Evant II, LLC now desire to bring an additional 45.174 acres into Phase 4 of the Subdivision and to be subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;



NOW THEREFORE, the Declarant declares that the real property owned by LSLP Evant II, LLC containing 45.174 acres and fully described below, shall be annexed into the subdivision known as Rio Escondido Subdivision Phase 4, and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas and any other supplemental declarations filed of record.

**ARTICLE I**  
**Definitions**

Section 1. Any words not defined in this Fourth Amended Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this Fourth Amended Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 45.174 acres that the Declarant and LSLP Evant II, LLC are developing under the subdivision known as Rio Escondido Subdivision Phase 4. The 45.174 acres is described by plat and metes and bounds on Exhibit "A".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(d) "First Amended Supplemental Declaration" shall mean and refer to First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327673 of the Official Public

Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(e) "Second Amended Supplemental Declaration" shall mean and refer to Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 3 filed of record under Instrument Number 328304 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201333 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(f) "Third Amended Supplemental Declaration" shall mean and refer to the Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 4 filed of record under Instrument Number 330081 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201749 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(g) "Fourth Amended Supplemental Declaration" shall mean and refer to this Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex an additional 45.174 acres into the Rio Escondido Subdivision - Phase 4.

## ARTICLE II

### Incorporation of Additional Property

Section 1. Additional Property. The 45.174 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex an Additional 45.174 acres Into Phase 4 which is described by plat and metes and bounds on Exhibit "A".

Section 2. Additional Phase. Declarant and LSLP Evant II, LLC elect that the Additional Property that is the subject of this Fourth Amended Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

## ARTICLE III

### General Provisions

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Fourth Amended Supplemental Declaration, the Original Declaration, the Supplemental Declaration, the First Amended Supplemental Declaration, the Second Amended Supplemental Declaration, and the Third Amended Supplemental Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Fourth Amended Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

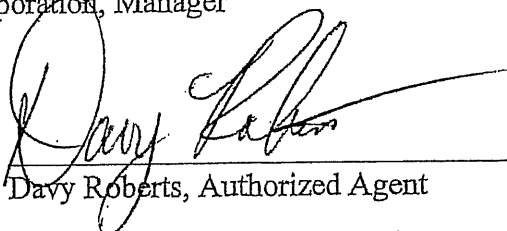
Any other terms and conditions of the Original Declaration, the Supplemental Declaration, the First Amended Supplemental Declaration, the Second Amended Supplemental Declaration, and the Third Amended Supplemental Declaration shall remain in full force and effect.

This Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex an Additional 45.174 acres Into Phase 4 shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 2<sup>nd</sup> day of October 2020.

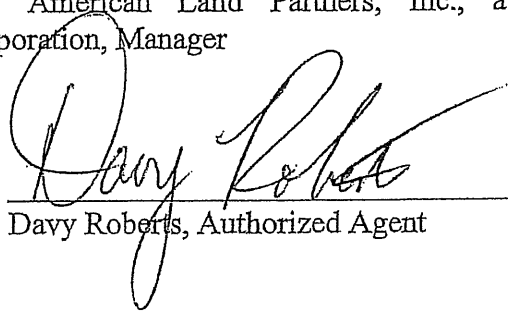
**LSLP Evant, LLC, a Delaware limited liability company**

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

By:   
Davy Roberts, Authorized Agent

**LSLP Evant II, LLC, a Delaware limited liability  
company**

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

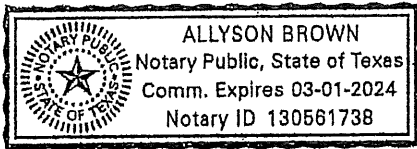
By:   
\_\_\_\_\_  
Davy Roberts, Authorized Agent

STATE OF TEXAS §  
COUNTY OF Coryell §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant, LLC and that by authority duly given and as the act of LSLP Evant, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 2<sup>nd</sup> day of October 2020.



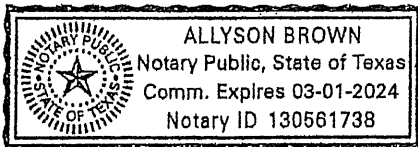
Allyson Brown  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF Coryell §

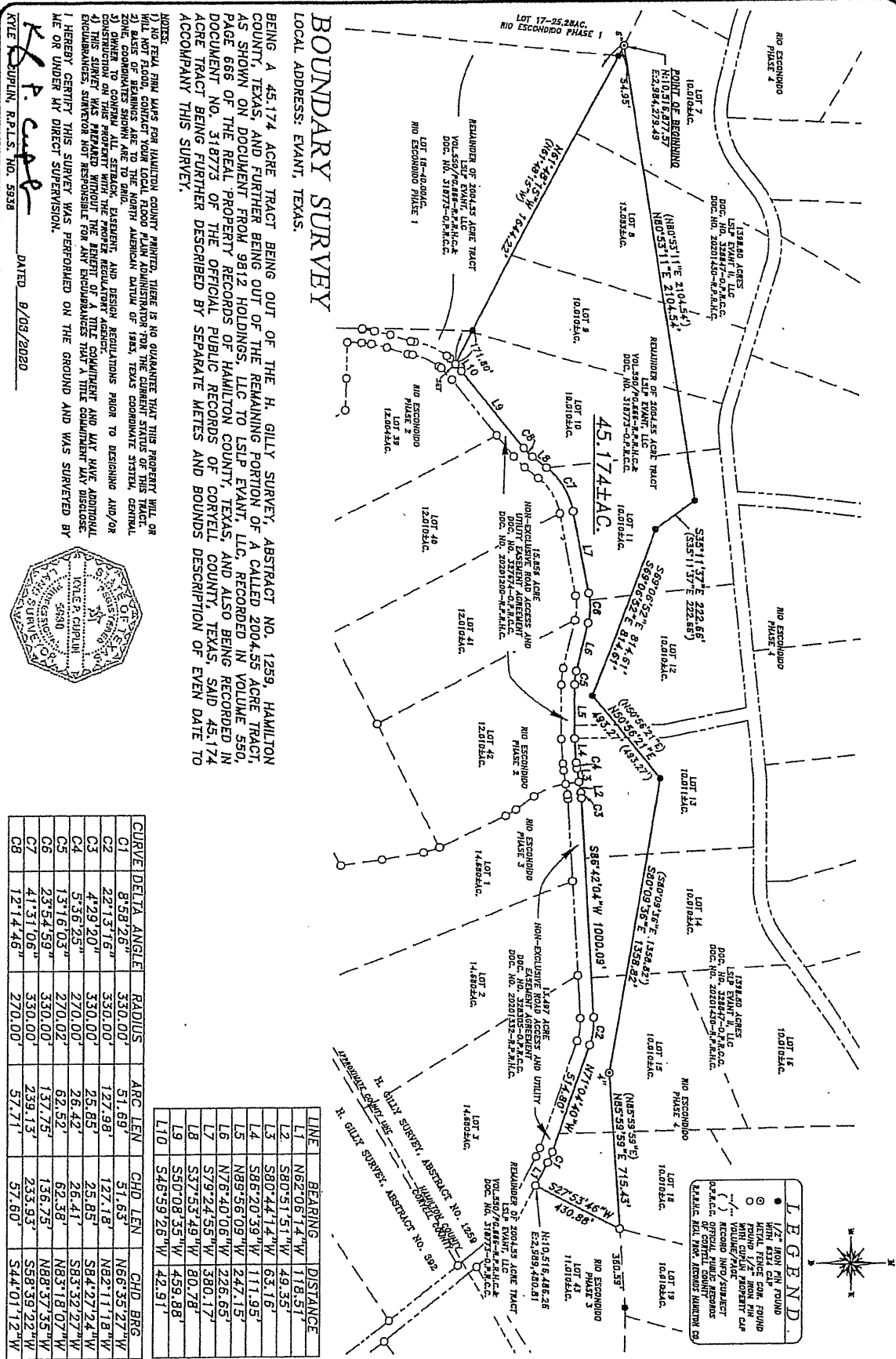
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant II, LLC and that by authority duly given and as the act of LSLP Evant II, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 2<sup>nd</sup> day of October 2020.



Allyson Brown  
Notary Public, State of Texas



**BOUNDARY SURVEY**  
 LOCAL ADDRESS: EVANT, TEXAS.

BEING A 45.174 ACRE TRACT BEING OUT OF THE H. GILLY SURVEY, ABSTRACT NO. 1259, HAMILTON COUNTY, TEXAS, AND FURTHER BEING OUT OF THE REMAINING PORTION OF A CALLED 2004.55 ACRE TRACT, AS SHOWN ON DOCUMENT FROM 9812 HOLDINGS, LLC TO LSLP EVANT, LLC, RECORDED IN VOLUME 350, PAGE 686 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORRELL COUNTY, TEXAS, SAID 45.174 ACRE TRACT BEING FURTHER DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS SURVEY.

NOTES:  
 1) THIS REAL PROPERTY IS FOR HAMILTON COUNTY, TEXAS. THERE IS NO DUBIUM THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.  
 2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. COORDINATES SHOWN ARE TO GRID.  
 3) ALL SEPARATE MONUMENTS, EMBLEM, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION TO COMPLY WITH ALL APPLICABLE ORDINANCES.  
 4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY HAVE ADDITIONAL ENCUMBRANCES. SURVEYOR NOT RESPONSIBLE FOR ANY ENCUMBRANCES THAT A TITLE COMMITMENT MAY DISCLOSE.  
 I HEREBY CERTIFY THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION.

Kyle P. Cuplin  
 R. P. Cuplin, R.P.L.S. NO. 5338  
 DATED 8/03/2020



CURVE DELTA ANGLE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	8,588.26"	330.00'	51.63'	N66°35'27"W
C2	2,213.16"	330.00'	127.98'	N82°11'18"W
C3	4,799.20"	330.00'	25.85'	S84°27'24"W
C4	3,366.25"	270.02'	26.41'	S85°32'27"W
C5	1,316.03"	270.02'	62.52'	N83°18'07"W
C6	2,354.59"	330.00'	137.75'	S88°37'35"W
C7	4,131.06"	330.00'	239.13'	S88°39'22"W
C8	1,214.46"	270.00'	57.71'	S44°01'12"W

LINE	BEARING	DISTANCE
L1	N62°06'14"W	118.51'
L2	S80°51'51"W	49.35'
L3	S80°44'14"W	63.16'
L4	S86°20'59"W	111.95'
L5	N89°56'09"W	247.15'
L6	N76°40'06"W	226.65'
L7	S79°24'55"W	380.17'
L8	S37°53'49"W	80.78'
L9	S30°08'35"W	459.88'
L10	S46°59'26"W	42.91'

PROJ NO. 20995  
 PREPARED FOR: LSLP EVANT, LLC  
 TECH: K. CUPLIN  
 APPROVED: K. CUPLIN  
 FIELDWORK PERFORMED ON: JULY-SEPT, 2020  
 SHEET 1 OF 3

1500 OLLIE LANE  
 MARBLE FALLS, TX 78654  
 PH 254-388-3300/830-692-8815  
 WWW.CUPLINASSOCIATES.COM

SCALE 1" = 400'



EXHIBIT "A"

BEING A 45.174 ACRE TRACT BEING OUT OF THE H. GILLY SURVEY, ABSTRACT NO. 1259, HAMILTON COUNTY, TEXAS, AND FURTHER BEING OUT OF THE REMAINING PORTION OF A CALLED 2004.55 ACRE TRACT, AS SHOWN ON DOCUMENT FROM 9812 HOLDINGS, LLC TO LSLP EVANT, LLC, RECORDED IN VOLUME 550, PAGE 666 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, SAID 45.174 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

**BEGINNING** at a 6" metal fence post for corner at a northerly corner of said 2004.55 acre remainder tract, a southerly corner of a called 1398.80 acre tract a shown on document to LSLP Evant II, LLC recorded in Document No. 328847 of the Official Public Records of Coryell County, Texas and also recorded in Document No. 20201430 of the Real Public Records of Hamilton County, Texas, along the northerly line of Lot 17 of the Rio Escondido Phase 1 Subdivision, and being the most westerly corner hereof, and having a northing of 10,516,877.57UsFt, and an easting of 2,984,279.49UsFt. of the Texas Coordinate System, Central Zone, Grid;

**THENCE** along the common line of the south line of said 1398.80 acre tract, the northerly line of said 2004.55 acre remainder tract, and a northerly line hereof, the following courses and distances;

- 1) North 80°53'11" East, a distance of 2104.54' to a 1/2" iron pin found with 6334 cap;
- 2) South 35°11'37" East, a distance of 222.66' to a 1/2" iron pin found with 6334 cap;
- 3) South 69°06'52" East, a distance of 814.61' to a 1/2" iron pin found with 6334 cap;
- 4) North 50°56'21" East, a distance of 493.27' to a 1/2" iron pin found with 6334 cap;
- 5) South 80°09'36" East, a distance of 1358.82' to a 4" metal fence post for corner;
- 6) North 85°59'59" East, a distance of 715.43' to a 1/2" iron pin found with "Cuplin" cap at the northwest corner of Lot 43 of the Rio Escondido Phase 3 Subdivision, and being the northeast corner hereof;

**THENCE** South 27°53'46" West, departing said common line, over and across said 2004.55 acre remainder tract, along the northwesterly line of said Lot 43, and along the easterly line hereof, a distance of 430.88' to a 1/2" iron pin found with "Cuplin" cap along the northerly line of a called 13.497 acre tract called to be a non-exclusive road access and utility easement agreement tract as shown on Document No. 328305 of the Official Public Records of Coryell County, Texas, and also recorded in Document No. 20201332 of the Real Property Records of Hamilton County, Texas, being along the northerly line of said Rio Escondido Phase 3 Subdivision, being a southwesterly corner of said Lot 43, and the southeasterly corner hereof;

**THENCE** along the northerly line of said Rio Escondido Phase 3 Subdivision, the northerly line of 13.497 acre tract, and the southerly line hereof, the following courses and distances;

- 1) North 62°06'14" West, a distance of 118.51' to a 1/2" iron pin found with "Cuplin" cap;
- 2) Along a curve to the left having an arc length of 51.69', a radius of 330.00', a chord bearing of North 66°35'27" West, and a chord length of 51.63' to a 1/2" iron pin found with "Cuplin" cap;
- 3) North 71°04'40" West, a distance of 514.80' to a 1/2" iron pin found with "Cuplin" cap;
- 4) Along a curve to the left having an arc length of 127.98', a radius of 330.00', a chord bearing of North 82°11'18" West, and a chord length of 127.18' to a 1/2" iron pin found with "Cuplin" cap;
- 5) South 86°42'04" West, a distance of 1000.09' to a 1/2" iron pin found with "Cuplin" cap;
- 6) Along a curve to the left having an arc length of 25.85', a radius of 330.00', a chord bearing of South 84°27'24" West, and a chord length of 25.85' to a 1/2" iron pin found with "Cuplin" cap;
- 7) South 80°51'51" West, a distance of 49.35' to a 1/2" iron pin found with "Cuplin" cap at the northeasterly corner of a called 15.856 acre tract called to be a non-exclusive road access and utility easement agreement


tract as shown on Document No. 327674 of the Official Public Records of Coryell County, Texas, and also recorded in Document No. 20201200 of the Real Property Records of Hamilton County, Texas, being the northeast corner of the Rio Escondido Phase 2 Subdivision, the northwest corner of said Rio Escondido Phase 3 Subdivision, the northwest corner of said 13.497 acre tract, and a southerly corner hereof;

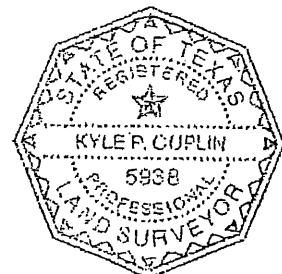
**THENCE** along the northerly line of said Rio Escondido Phase 2 Subdivision, the northerly line of 15.856 acre tract, and the southerly line hereof, the following courses and distances;

- 1) South 80°44'14" West, a distance of 63.16' to a 1/2" iron pin found with "Cuplin" cap;
- 2) Along a curve to the right having an arc length of 26.42', a radius of 270.00', a chord bearing of South 83°32'27" West, and a chord length of 26.41' to a 1/2" iron pin found with "Cuplin" cap;
- 3) South 86°20'39" West, a distance of 111.75' to a 1/2" iron pin found with "Cuplin" cap;
- 4) North 89°56'09" West, a distance of 247.15' to a 1/2" iron pin found with "Cuplin" cap;
- 5) Along a curve to the right having an arc length of 62.52', a radius of 270.02', a chord bearing of North 83°18'07" West, and a chord length of 62.38' to a 1/2" iron pin found with "Cuplin" cap;
- 6) North 76°40'06" West, a distance of 226.65' to a 1/2" iron pin found with "Cuplin" cap;
- 7) Along a curve to the left having an arc length of 137.75', a radius of 330.00', a chord bearing of North 88°37'35" West, and a chord length of 136.75' to a 1/2" iron pin found with "Cuplin" cap;
- 8) South 79°24'55" West, a distance of 380.17' to a 1/2" iron pin found with "Cuplin" cap;
- 9) Along a curve to the left having an arc length of 239.13', a radius of 330.00', a chord bearing of South 58°39'22" West, and a chord length of 233.93' to a 1/2" iron pin found with "Cuplin" cap;
- 10) South 37°53'49" West, a distance of 80.78' to a 1/2" iron pin found with "Cuplin" cap;
- 11) Along a curve to the right having an arc length of 57.71', a radius of 270.00', a chord bearing of South 44°01'12" West, and a chord length of 57.60' to a 1/2" iron pin found with "Cuplin" cap;
- 12) South 50°08'35" West, a distance of 459.88' to a 1/2" iron pin found with "Cuplin" cap;
- 13) South 46°59'26" West, a distance of 42.91' to a 1/2" iron pin set with "Cuplin" cap at the southwesterly corner hereof;

**THENCE** North 61°48'15" West, departing the northerly line of said Rio Escondido Phase 2 Subdivision, said 15.856 acre tract, over and across said 2004.55 acre tract, along a southwesterly line hereof, passing a found 1/2" iron pin with 6334 cap at the northeasterly corner of Lot 18 of said Rio Escondido Phase 1 Subdivision at a distance of 171.80', and continuing along the northerly line of Rio Escondido Phase 1 Subdivision, passing a 1/2" iron pin found with 6334 cap the northeast corner of said Lot 17, the northwest corner of said Lot 18 at a distance of 1589.30', for a total distance of 1644.22' to the **POINT OF BEGINNING**, containing 45.174 acres, more or less.

I hereby certify that this survey was performed on the ground and was surveyed by me and or under my direct supervision. The Basis of Bearings are to Texas Coordinate System, Central Zone, all coordinates listed are in Grid, US Feet. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.

  
Dated: 9/03/2020  
Kyle P. Cuplin  
Registered Professional Land Surveyor No. 5938





STATE OF TEXAS  
COUNTY OF CORYELL

FILED  
AT 930 O'CLOCK A M

I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

OCT '07 2020



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*

COUNTY CLERK, CORYELL CO., TEXAS

330685

334811

FIFTH AMENDED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY - PHASE 5

STATE OF TEXAS                   §  
  §    KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF CORYELL           §  
COUNTY OF HAMILTON       §

THIS Fifth Amended Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property known as Rio Escondido Subdivision, Rio Escondido Subdivision Phase 2, Rio Escondido Subdivision Phase 3 and Rio Escondido Subdivision Phase 4 as described in the Declarations identified below and it to develop thereon a residential subdivision; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 25, 2020, Declarant filed of record the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell County Texas and under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 24, 2020 Declarant filed of record the Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 3 under Instrument Number 328304 of the Official Public Records of the Coryell County Clerk, Coryell County Texas and under Instrument Number 20201333 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on September 18, 2020 Declarant filed of record the Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 4 under Instrument Number 330081 of the Official Public Records of the Coryell County Clerk, Coryell County Texas and under Instrument Number 20201749 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on October 6, 2020 Declarant filed of record the Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex An Additional 45.174 Acres Into Phase 4 under Instrument Number 20201872 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on October 7, 2020 Declarant filed of record the Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex An Additional 45.174 Acres Into Phase 4 under Instrument Number 330685 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision; and

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

NOW THEREFORE, the Declarant declares that the real property known as Rio Escondido Subdivision Phase 5, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas and any other supplemental declarations filed of record.

**ARTICLE I**  
**Definitions**

Section 1. Any words not defined in this Fifth Amended Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this Fifth Amended Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 201.83 acres that the Declarant is developing, known as Rio Escondido Phase 5, which includes 18 lots and is described by plat and by metes and bounds on Exhibit "A".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(d) "First Amended Supplemental Declaration" shall mean and refer to First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(e) "Second Amended Supplemental Declaration" shall mean and refer to Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 3 filed of record under Instrument Number 328304 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201333 of the Official Public Records of the Hamilton

County Clerk, Hamilton County, Texas.

(f) "Third Amended Supplemental Declaration" shall mean and refer to the Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 4, filed of record under Instrument Number 330081 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201749 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(g) "Fourth Amended Supplemental Declaration" shall mean and refer to the Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex an additional 45.174 acres into the Rio Escondido Subdivision - Phase 4, filed of record under Instrument Number 330685 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201872 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(h) "Fifth Amended Supplemental Declaration" shall mean and refer to this Fifth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 5.

## ARTICLE II

### Incorporation of Additional Property

Section 1. Additional Property. The 201.83 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Fifth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 5 which is described by plat and by metes and bounds on Exhibit "A".

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this Fifth Amended Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

## ARTICLE III

### Amended Provisions

Section 1. Cattle Grazing. The provision for Cattle Grazing set forth in Section 3.06

of the Original Declaration does not apply to Rio Escondido Subdivision Phase 5. Declarant has formed or will form a Wildlife Management Association that as determined by Texas Property Code Section 23.51 will allow for an Ag 1-D-1 Open Space Wildlife ad valorem tax valuation on each participating Tract Owner's property. The Wildlife Management Association is voluntary, but it is the intention of the Declarant, who is the Developer of Rio Escondido Subdivision Phase 5, for itself, and subsequently, for the Association and all Tract Owners in the Rio Escondido Subdivision Phase 5, to maintain this status.

#### ARTICLE IV General Provisions

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Fifth Amended Supplemental Declaration, the Original Declaration, the Supplemental Declaration, the First Amended Supplemental Declaration, the Second Amended Supplemental Declaration, the Third Amended Supplemental Declaration and the Fourth Amended Supplemental Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Fifth Amended Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Any other terms and conditions of the Original Declaration, the Supplemental Declaration, the First Amended Supplemental Declaration, the Second Amended Supplemental Declaration, the Third Amended Supplemental Declaration and the Fourth Amended Supplemental Declaration shall remain in full force and effect.

This Fifth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 5 shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

If any provision of this Fifth Supplemental Declaration is found to be in conflict with the Declarations, this Fifth Supplemental Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 11 day of February 2021.

**LSLP Evant, LLC, a Delaware limited liability company**

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

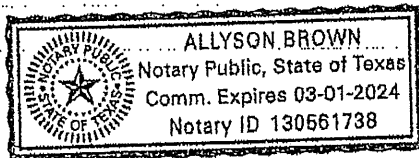
By: Davy Roberts  
Davy Roberts, Authorized Agent

STATE OF TEXAS           §  
  §  
COUNTY OF Coryell   §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he has signed this document under the capacity stated above, for the purposes and considerations expressed.

Given under my hand and seal of office on the 11 day of February 2021.



Allyson Brown  
Notary Public, State of Texas

**CUPLIN & ASSOCIATES, Inc.**

land surveyors & planners

Prepared For: LSLP Evant, LLC

Project No.: 20995

Date: 2/11/2021

**Rio Escondido Phase 5 Subdivision**

BEING A 201.83 ACRE TRACT LOCATED IN CORYELL COUNTY, TEXAS, BEING A PART OF THE H. GILLY SURVEY, ABSTRACT NO. 392, CORYELL COUNTY, TEXAS, AND FURTHER BEING OUT OF THE REMAINING PORTION OF A CALLED 2004.55 ACRE TRACT, AND ALL OF A CALLED 6.34 ACRE TRACT BOTH AS DESCRIBED IN DOCUMENT TO LSLP EVANT, LLC, RECORDED IN VOLUME 550, PAGE 666 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 318771 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, SAID 201.83 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a ½" iron pin found at the northeast corner of said 6.34 acre tract, along the northwesterly occupied right-of-way of County Road 160, at the southeast corner of a called 92.718 acre tract as shown on document to Hector F. Lopez and Heather D. Lopez in Document No. 332055 of the Official Property Records of Coryell County, and being a southeasterly corner hereof, said Point of Beginning having a northing of 10,509,941.16UsFt, and an easting of 2,998,169.56UsFt. of the Texas Coordinate System, Central Zone, NAD 83/2011-Epoch 2010, Grid US Ft.;

THENCE South 61°49'31" West, along the northwesterly occupied right-of-way line of said County Road 160, the east line of said 6.34 acre tract, and hereof, a distance of 111.47' to a 3" metal pipe post for corner found at the southeast corner of said 6.34 acre tract, the northeast corner of a called 281.534 acre tract as shown on document to Floy Barkley in Volume 121, Page 524 of the Deed Records of Coryell County, and being the southeast corner hereof;

THENCE North 72°18'41" West, along the northerly line of said 281.534 acre tract, the south line of said 6.34 acre tract, and hereof, a distance of 3414.31' to a 1/2" iron pin found along the east line of a called 435.33 acre tract to 4A Cowhouse Ranch, LP in Document No. 258400 of the Official Public Records of Coryell County, and at the southwest corner of said 6.34 acre tract;

THENCE North 17°31'03" East, along the east line of said 435.33 acre tract, the west line of said 6.34 acre tract, and hereof, a distance of 7.44' to a 1/2" iron pin found with 6334 cap at the northeast corner of said 435.33 acre tract, and being the southeast corner of said 2004.55 acre tract;

THENCE North 72°48'13" West, along the northerly line of said 435.33 acre tract, the south line of said 2004.55 acre tract, and the south line hereof, a distance of 3528.05' to a point for corner along the approximate centerline of the Langford Branch Creek, at the southeast corner of the unrecorded Rio Escondido Phase 3 Subdivision, and being the southwest corner hereof, from whence a found 6" metal pipe post for corner at a northwest corner of said 435.33 acre tract, an interior corner of said 2004.55 acre tract bears North 72°48'13" West, a distance of 2090.19';

THENCE departing the southerly line of and over and across said 2004.55 acre tract, with the approximate centerline of said Langford Branch Creek, along the southeasterly line of said unrecorded Rio Escondido Phase 3 Subdivision and along the northwesterly line hereof, the following courses and distances;

- 1) North 27°17'57" East, a distance of 77.32' to a point for corner;
- 2) North 37°58'47" East, a distance of 121.13' to a point for corner;
- 3) North 32°40'30" East, a distance of 78.30' to a point for corner;
- 4) North 26°52'36" East, a distance of 147.72' to a point for corner;
- 5) North 20°04'12" East, a distance of 152.96' to a point for corner;
- 6) North 36°50'49" East, a distance of 160.11' to a point for corner;

1500 Ollie Lane, Marble Falls, Texas 78654  
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900  
www.cuplinassociates.com

EXHIBIT  
"A"



- 7) North 58°20'56" East, a distance of 98.87' to a point for corner;
- 8) North 69°25'13" East, a distance of 187.48' to a point for corner;
- 9) North 43°24'02" East, a distance of 67.70' to a point for corner;
- 10) North 25°08'08" East, a distance of 207.01' to a point for corner;
- 11) North 32°43'07" East, a distance of 110.20' to a point for corner;
- 12) North 18°08'49" East, a distance of 85.10' to a point for corner;
- 13) North 04°02'52" East, a distance of 96.44' to a point for corner;
- 14) North 15°33'28" West, a distance of 140.50' to a point for corner;
- 15) North 16°28'06" West, a distance of 195.05' to a point for corner;
- 16) North 35°12'23" West, a distance of 77.90' to a point for corner;
- 17) North 59°09'58" West, a distance of 164.80' to a point for corner;
- 18) North 58°33'24" West, a distance of 113.29' to a point for corner;
- 19) North 22°22'33" West, a distance of 63.38' to a point for corner;
- 20) North 20°03'42" East, a distance of 104.22' to a point for corner;
- 21) North 15°55'26" East, a distance of 113.92' to a point for corner;
- 22) North 47°53'31" East, a distance of 101.58' to a point for corner;
- 23) North 35°12'32" East, a distance of 60.01' to a point for corner;
- 24) North 32°54'29" East, a distance of 65.57' to a point for corner;
- 25) North 59°26'25" East, a distance of 102.32' to a point for corner;
- 26) North 82°21'10" East, a distance of 93.10' to a point for corner;
- 27) South 87°23'10" East, a distance of 97.30' to a point for corner;
- 28) South 67°10'23" East, a distance of 71.63' to a point for corner;
- 29) South 35°35'56" East, a distance of 42.23' to a point for corner;
- 30) South 63°56'28" East, a distance of 43.57' to a point for corner;
- 31) South 73°29'42" East, a distance of 76.11' to a point for corner;
- 32) South 71°23'44" East, a distance of 91.55' to a point for corner;
- 33) South 62°55'18" East, a distance of 145.02' to a point for corner;
- 34) South 66°25'59" East, a distance of 136.28' to a point for corner;
- 35) South 56°04'21" East, a distance of 158.17' to a point for corner;
- 36) South 45°39'34" East, a distance of 100.37' to a point for corner;
- 37) South 60°14'23" East, a distance of 207.40' to a point for corner;
- 38) South 74°19'07" East, a distance of 106.60' to a point for corner;
- 39) South 84°48'20" East, a distance of 121.71' to a point for corner;
- 40) North 82°44'47" East, a distance of 163.06' to a point for corner;
- 41) South 77°54'58" East, a distance of 205.09' to a point for corner;
- 42) South 78°15'50" East, a distance of 109.48' to a point for corner;
- 43) South 63°11'29" East, a distance of 143.96' to a point for corner;
- 44) South 65°37'56" East, a distance of 164.31' to a point for corner;
- 45) North 68°45'25" East, a distance of 98.82' to a point for corner;
- 46) North 64°11'51" East, a distance of 72.37' to a point for corner;
- 47) North 81°23'01" East, a distance of 119.64' to a point for corner;
- 48) North 68°22'50" East, a distance of 241.07' to a point for corner;
- 49) North 51°20'28" East, a distance of 226.19' to a point for corner;
- 50) North 57°50'51" East, a distance of 155.65' to a point for corner;
- 51) North 42°33'32" East, a distance of 158.70' to a point for corner;
- 52) North 51°44'44" East, a distance of 111.22' to a point for corner;
- 53) North 60°32'02" East, a distance of 70.63' to a point for corner at a northeasterly corner hereof;


THENCE departing said Langford Branch Creek, along the northerly line hereof, the following courses and distances;

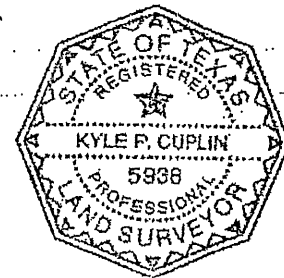
- 1) South 13°13'50" East, passing a 1/2" iron pin set with "Cuplin" cap on-line for reference at a distance of 101.63', for a total distance of 289.63' to a 1/2" iron pin set with "Cuplin" cap;
- 2) North 83°06'18" East, a distance of 338.77' to a 1/2" iron pin set with "Cuplin" cap along the west line of a called 77.015 acre tract as shown on document to Michael Valastro and Jacqueline Michele Valastro in Document No. 332078 of the Official Public Records of Coryell County, along the east line of said 2004.55 acre tract, and being the northeast corner hereof, from whence a found 1/2" iron pin with 6334 cap at a northeast corner of said 2004.55 acre tract bears North 17°31'13" East, a distance of 659.39';

THENCE South 17°31'13" West, along the east line of said 2004.55 acre tract, the west line of said 77.015 acre tract, and the east line hereof, passing a found 1/2" iron pin with 4327 cap at the southwest corner of said 77.015 acre tract, the northwest corner of a called 81.146 acre tract as shown on document to Josh Garvin Kaldon in Document No. 332013 of the Official Public Records of Coryell County at a distance of 830.91', passing the southwest corner of said 81.146 acre tract, the northwest corner of said 92.718 acre tract at a distance of 1969.37, for a total distance of 3047.13' to a 1/2" iron pin found with 6334 cap at the southwest corner of said 92.718 acre tract, and the northwest corner of said 6.34 acre tract;

THENCE South 72°18'41" East, along the south line of said 92.718 acre tract, the north line of said 6.34 acre tract, and hereof, a distance of 3492.17' to the POINT OF BEGINNING, containing 201.83 acres, more or less.

I hereby certify that this survey was performed on the round and was surveyed by me and or under my direct supervision. The basis of bearings are to the Texas Lambert Grid, Central Zone, NAD83/2011-Epoch2010, vertical datum is to NAVD 88-GEOID18, all distances shown hereon are grid values using, to obtain a surface value use a combination scale factor of 1.00013404612309, all coordinates shown hereon are to Grid-U.S.Ft. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.

  
Dated: 2/11/2021  
Kyle P. Cuplin  
Registered Professional Land Surveyor No. 5938





STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

AT 145 FILED 9  
O'CLOCK P M

FEB 19 2021

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

334811

**INTRASTATE EXEMPTION STATEMENT  
DISCLOSURE OF ENCUMBRANCES AND ESTIMATE OF UTILITY SERVICES**

Name of Developer: LSLP Evant II, LLC

Address: 278 US 281, Evant, TX 76525

Name of Subdivision: Rio Escondido Subdivision Phase 6

Location of Subdivision: Hamilton County, Texas

**Property**

**Rio Escondido Phase 6**, containing 143 individual lots as identified on the sales survey, located in the Rio Escondido Subdivision, said Subdivision consisting of 1666.56 acres as described in the Declarations filed of record in the official records of the Coryell County Clerk, Coryell County, Texas and the Hamilton County Clerk, Hamilton County, Texas (herein referred to as "Subdivision"). Said 1666.56 acre tract of land being more fully described by metes and bounds and by plat on Exhibit "A" attached hereto.

**Liens**

The lots in Rio Escondido Phase 6 will be sold to purchaser free and clear of any liens.

**Reservations**

The following easements and reservations affect the lot you are purchasing:

1. Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens For Rio Escondido Subdivision filed of record under Instrument Number 20200948 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record under Instrument Number 327337 in the Official Records of the County Clerk of Coryell County, Texas, ("collectively referred to herein as Declarations") these Declarations are attached hereto as Exhibit "B" and are incorporated herein for any and all purposes. Easements contained in the Declarations include utility easements, road easements, landscaping easements and building set back lines.
2. The Supplemental Declaration filed of record on June 25, 2020 under Instrument Number 20201117 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record under Instrument Number 327355 in the Official Records of the County Clerk of Coryell County, Texas, ("collectively referred to herein as Supplemental Declarations") these Declarations are attached hereto as Exhibit "C" and are incorporated herein for any and all purposes. The Supplemental Declaration was filed of record to incorporate additional real property as an additional phase of the Subdivision, known as Rio Escondido Phase 2 Subdivision.

3. The First Amended Supplemental Declaration filed of record on July 6, 2020 under Instrument Number 20201201 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record under Instrument Number 327673 in the Official Records of the County Clerk of Coryell County, Texas, (“collectively referred to herein as First Amended Supplemental Declarations”) these Declarations are attached hereto as Exhibit “D” and are incorporated herein for any and all purposes. The First Amended Supplemental Declaration was filed to place the proper legal description of record.
4. The Second Amended Supplemental Declaration filed of record on July 24, 2020 under Instrument Number 20201333 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record on July 24, 2020 under Instrument Number 328304 in the Official Records of the County Clerk of Coryell County, Texas, (“collectively referred to herein as Second Amended Supplemental Declarations”) these Declarations are attached hereto as Exhibit “E” and are incorporated herein for any and all purposes. The Second Amended Supplemental Declaration was filed of record to incorporate additional real property as an additional phase of the Subdivision, known as Rio Escondido Subdivision Phase 3.
5. The Third Amended Supplemental Declaration filed of record on September 18, 2020 under Instrument Number 20201749 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record on September 18, 2020 under Instrument Number 330081 in the Official Records of the County Clerk of Coryell County, Texas, (“collectively referred to herein as Third Amended Supplemental Declarations”) these Declarations are attached hereto as Exhibit “F” and are incorporated herein for any and all purposes. The Third Amended Supplemental Declaration was filed of record to incorporate additional real property as an additional phase of the Subdivision, known as Rio Escondido Subdivision Phase 4.
6. The Fourth Amended Supplemental Declaration filed of record on October 6, 2020 under Instrument Number 20201872 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record on October 7, 2020 under Instrument Number 330685 in the Official Records of the County Clerk of Coryell County, Texas, (“collectively referred to herein as Fourth Amended Supplemental Declarations”) these Declarations are attached hereto as Exhibit “G” and are incorporated herein for any and all purposes. The Fourth Amended Supplemental Declaration was filed of record to annex an additional 45.174 acres into the Subdivision, known as Rio Escondido Subdivision Phase 4.
7. The Fifth Amended Supplemental Declaration filed of record on February 22, 2021 under Instrument Number 20210289 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record on February 19, 2021 under Instrument Number 334811 in the Official Records of the County Clerk of Coryell County, Texas, (“collectively referred to herein as Fifth Amended Supplemental Declarations”) these Declarations are attached hereto as Exhibit “H” and are incorporated herein for any and all purposes. The Fifth Amended

Supplemental Declaration was filed of record to incorporate additional real property as an additional phase of the Subdivision, known as Rio Escondido Subdivision Phase 5.

8. The Sixth Amended Supplemental Declaration filed of record on April 21, 2021 under Instrument Number 20210914 in the Official Records of the County Clerk of Hamilton County, Texas, and filed of record on April 21, 2021 under Instrument Number 337191 in the Official Records of the County Clerk of Coryell County, Texas, (“collectively referred to herein as Sixth Amended Supplemental Declarations”) these Declarations are attached hereto as Exhibit “I” and are incorporated herein for any and all purposes. The Sixth Amended Supplemental Declaration was filed of record to incorporate additional real property as an additional phase of the Subdivision, known as Rio Escondido Subdivision Phase 6.
9. Non-Exclusive Road Access and Utility Easement Agreement granted to all owners of land located within Phase 6 of the Rio Escondido which will be filed with the Coryell County Clerk, Coryell County, Texas and the Hamilton County Clerk, Hamilton County, Texas.

#### **Assessments**

The following assessments, fees, and dues have been imposed or may be imposed on lots in the subdivision:

Each Owner by acceptance of a deed, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments set forth in the Declarations. The Assessments shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Assessment is made. The initial amount of the Annual Assessment applicable to each Lot will be two hundred and fifty dollars (\$250.00) due at closing to be paid to the Rio Escondido Property Owners’ Association, Inc. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

#### **Taxes**

The following is a description of the tax authorities and tax rates that are imposed on lots in the subdivision:

**Hamilton County:**

<u>Taxing Authorities</u>	<u>Rates</u>
CHA City of Hamilton	0.602400
GHA Hamilton County	0.532300
HHA Hamilton Hospital District	0.169400
SHA Hamilton ISD	<u>1.056400</u>
Total Tax Rate:	2.360500

## Restrictions

The following restrictions apply to lots being offered for sale:

Restrictions	Lots Affected	Entity With Authority To Enforce	Recording Data
Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20200948, Official Public Records of Hamilton County, Texas.
Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 327337, Official Public Records of Coryell County, Texas.
Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 2	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20201117, Official Public Records of Hamilton County, Texas.
Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 2	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 327355, Official Public Records of Coryell County, Texas.
First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 2	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20201201, Official Public Records of Hamilton County, Texas.
First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 2	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 327673, Official Public Records of Coryell County, Texas.
Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 3	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20201333, Official Public Records of Hamilton County, Texas.



Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 3	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 328304, Official Public Records of Coryell County, Texas.
Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 4	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20201749, Official Public Records of Hamilton County, Texas.
Third Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property - Phase 4	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 330081, Official Public Records of Coryell County, Texas.
Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex An Additional 45.174 Acres Into Phase 4	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20201872, Official Public Records of Hamilton County, Texas.
Fourth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex An Additional 45.174 Acres Into Phase 4	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 330685, Official Public Records of Coryell County, Texas.
Fifth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 5	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 20210289, Official Public Records of Hamilton County, Texas.
Fifth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 5	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 334811, Official Public Records of Coryell County, Texas.

Sixth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 6	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 202120210914, Official Public Records of Hamilton County, Texas.
Sixth Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 6	All	Rio Escondido Property Owners' Association, Inc.	Recorded in Instrument Number 337191, Official Public Records of Coryell County, Texas.

**Utility Cost Estimates**

Date of Estimate	Electricity Connection	Phone / Internet Connection	Tap Fees	Water Well & Facilities Rates	Septic Tank Installation
2/1/2021	\$5,000	From \$59.95/month from CTTC	N/A	\$15,000+	\$6,000+

I affirm that the information stated above is accurate and complete to the best of my knowledge.

Dated: April 20, 2021.

**DEVELOPER:**

LSLP Evant II, LLC, a Delaware limited liability company

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

By: Chad J. May  
 Printed Name: Chad J. May  
 Title: Authorized Agent

**Rio Escondido Phase 6 Subdivision – Out-Bounds Description**

**BEING A 1666.56 ACRE TRACT LOCATED IN HAMILTON COUNTY, TEXAS, BEING A PART OF THE H. GILLY SURVEY, ABSTRACT NO. 1259, THE D. ANDREWS SURVEY, ABSTRACT NO. 2, AND THE N. GEE SURVEY, ABSTRACT NO. 298 OF HAMILTON COUNTY, TEXAS, AND FURTHER BEING THE REMAINING PORTION OF A CALLED 1398.80 ACRE TRACT, AS SHOWN ON DOCUMENT FROM 9812 HOLDINGS, LLC TO LSLP EVANT II, LLC, RECORDED IN DOCUMENT NO. 20201430 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 328847 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, AND ALL OF A CALLED 1483.78 ACRE TRACT, AS SHOWN ON DOCUMENT FROM 9812 HOLDINGS, LLC TO LSLP EVANT II, LLC, RECORDED IN DOCUMENT NO. 20210542 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, BEING KNOWN AS THE OUT-BOUNDS OF THE RIO ESCONDIDO PHASE 6 SUBDIVISION, SAID 1666.56 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:**

**BEGINNING** at a ½” iron pin found with “6334” cap at the southwest corner of a called 84.23 acre tract as shown on document to Everett Real Estate Holdings, LLC in Volume 557, Page 401 of the Real Property Records of Hamilton County, along the occupied easterly right-of-way of Hamilton County Road No. 421, at the northwest corner of said 1483.78 acre tract, and being the northwest corner hereof, from whence a found ½” iron pin with “CCC RPLS 4835” cap bears North 78°16'06" East, a distance of 0.54', said Point of Beginning having a northing of 10,529,127.85UsFt, and an easting of 2,984,487.48UsFt. of the Texas Coordinate System, Central Zone, NAD 83/2011-Epoch 2010, Grid US Ft.;

**THENCE** South 73°03'52" East, along the south line of said 84.23 acre tract, the north line of said 1483.78 acre tract, and hereof, a distance of 2206.07' to a ½” iron pin found at the southeast corner of said 84.23 acre tract, the southwest corner of a called 745.24 acre remainder tract as shown on document to Crooked Roads Ranch, LLC in Volume 543, Page 730 of the Real Property Records of Hamilton County;

**THENCE** along the south line of said Crooked Roads Ranch tract, the north line of said 1483.78 acre tract, and hereof, the following courses and distances;

- 1) South 73°03'52" East, a distance of 5331.89' to a ½” iron pin found;
- 2) South 72°46'03" East, a distance of 1368.08' to a ½” iron pin found at the northwest corner of a called 100 acre First Tract as shown on document to Bythel K. Cooper, Jr. Family Trust in Volume 344, Page 834 of the Real Property Records of Hamilton County, at the northeast corner of said 1483.78 acre tract and hereof;

**THENCE** South 17°12'59" West, along the west line of said First Tract, and then along the west line of a called 100 acre Third Tract as shown on document to Bythel K. Cooper, Jr. Family Trust in Volume 344, Page 834 of the Real Property Records of Hamilton County, generally along a wire fence, a distance of 2244.61' to a 3” pipe fence post for corner at the northwest corner of a called 156 acre Third Tract as shown on document to the Dietz Memorial Company, Inc., in Volume 229, Page 1 of the Real Property Records of Hamilton County;

**THENCE** South 16°53'08" West, along the west line of said 156 acre tract, the east line of said 1483.78 acre tract, and hereof, a distance of 2237.34' to a 1/2" iron pin found with "6334" cap at a northwest corner of said 1398.80 acre tract, the southwest corner of said 156 acre tract, and hereof;

**THENCE** South 87°31'31" East, along the south line of said 156 acre, a north line of said 1398.80 acre tract, and a north line hereof, generally along a wire fence, a distance of 4050.45' to a 1/2" iron pin found along a west line called 84 acre Second Tract as shown on a document to the Dietz Memorial Company, Inc., in Volume 229, Page 1 of the Real Property Records of Hamilton County;

**THENCE** South 19°19'39" West along the west line of said 84 acre tract, an east line of said 1398.80 acre tract, and hereof, generally along a wire fence, a distance of 338.38' to a 1/2" iron pin found at the northwest corner of called 101.9 acre tract First Tract as shown on a document to the Dietz Memorial Company, Inc., in Volume 289, Page 886 of the Real Property Records of Hamilton County;

**THENCE** along the west line of said 101.9 acre tract, an east line of said 1398.80 acre tract, and the west line of said 101.9 acre tract, generally along a wire fence, the following course and distances;

- 1) South 19°34'50" West, a distance of 1428.18' to a 1/2" iron pin found;
- 2) South 15°01'34" West, a distance of 437.33' to a 1/2" iron pin set with "Cuplin" cap at the northeast corner of the Lot 41 of the unrecorded northeast corner of the Rio Escondido Phase 4, being along the approximate centerline of a Dry Branch, and being the southeast corner hereof;

**THENCE** along the north out-bounds of said unrecorded Rio Escondido Phase 4 Subdivision, generally along the centerline of said Dry Branch, over and across said 1398.80 acre tract, and the south line hereof, the following courses and distances;

- 1) North 76°08'59" West, a distance of 279.76' to a point for corner;
- 2) North 34°07'33" West, a distance of 94.68' to a point for corner;
- 3) North 42°31'40" West, a distance of 106.93' to a point for corner;
- 4) North 32°17'46" West, a distance of 130.22' to a point for corner;
- 5) North 56°13'37" West, a distance of 212.75' to a point for corner;
- 6) North 49°08'47" West, a distance of 178.45' to a point for corner;
- 7) North 32°14'54" West, a distance of 86.61' to a point for corner;
- 8) North 38°33'57" West, a distance of 260.13' to a point for corner;
- 9) North 32°05'58" West, a distance of 167.07' to a point for corner;
- 10) North 52°46'00" West, a distance of 138.97' to a point for corner;
- 11) North 84°00'22" West, a distance of 145.86' to a point for corner;
- 12) South 86°34'13" West, a distance of 163.61' to a point for corner;
- 13) South 69°44'20" West, a distance of 80.09' to a point for corner;
- 14) South 43°31'54" West, a distance of 174.91' to a point for corner;
- 15) South 52°54'36" West, a distance of 111.80' to a point for corner;
- 16) South 63°52'25" West, a distance of 94.09' to a point for corner;
- 17) South 73°57'49" West, a distance of 111.16' to a point for corner;
- 18) South 81°21'47" West, a distance of 82.93' to a point for corner;
- 19) North 87°59'08" West, a distance of 143.72' to a point for corner;
- 20) North 67°44'13" West, a distance of 108.04' to a point for corner;
- 21) North 80°30'48" West, a distance of 67.28' to a point for corner;
- 22) South 85°34'43" West, a distance of 72.27' to a point for corner;
- 23) North 87°13'38" West, a distance of 105.31' to a point for corner;
- 24) North 75°05'50" West, a distance of 111.57' to a point for corner;
- 25) South 77°45'24" West, a distance of 89.62' to a point for corner;
- 26) South 80°06'29" West, a distance of 107.72' to a point for corner;
- 27) North 87°03'31" West, a distance of 104.96' to a point for corner;

- 28) North 71°33'57" West, a distance of 181.53' to a point for corner;
- 29) North 88°57'10" West, a distance of 159.66' to a point for corner;
- 30) South 81°43'44" West, a distance of 109.26' to a point for corner;
- 31) North 83°06'23" West, a distance of 184.22' to a point for corner;
- 32) North 69°31'00" West, a distance of 48.19' to a point for corner;
- 33) South 70°43'08" West, a distance of 44.03' to a point for corner;
- 34) South 44°23'33" West, a distance of 118.53' to a point for corner;
- 35) South 20°38'57" West, a distance of 38.60' a point for corner at the southeast corner of said 1483.78 acre tract;

**THENCE** continuing along the north out-bounds of said unrecorded Rio Escondido Phase 4 Subdivision, generally along the centerline of said Dry Branch, along the south line of said 1483.78 acre tract, the north line of said 1398.80 acre tract, and the south line hereof, the following courses and distances;

- 1) South 48°09'22" West, a distance of 79.98' to a point for corner;
- 2) South 18°33'50" West, a distance of 73.65' to a point for corner;
- 3) South 41°22'16" West, a distance of 137.42' to a point for corner;
- 4) South 74°49'00" West, a distance of 147.74' to a point for corner;
- 5) South 70°19'23" West, a distance of 174.37' to a point for corner;
- 6) South 80°12'23" West, a distance of 151.04' to a point for corner;
- 7) North 89°46'33" West, a distance of 81.40' to a point for corner;
- 8) North 81°05'11" West, a distance of 198.71' to a point for corner;
- 9) North 39°36'08" West, a distance of 201.96' to a point for corner;
- 10) North 38°17'11" West, a distance of 86.14' to a point for corner;
- 11) South 84°08'32" West, a distance of 62.17' to a point for corner;
- 12) South 57°12'17" West, a distance of 44.99' to a point for corner;
- 13) South 48°16'53" West, a distance of 91.10' to a point for corner;
- 14) North 88°30'10" West, a distance of 325.21' to a point for corner;
- 15) North 84°14'32" West, a distance of 220.39' to a point for corner;
- 16) North 72°17'54" West, a distance of 101.08' to a point for corner;
- 17) North 67°14'00" West, a distance of 425.06' to a point for corner;
- 18) South 81°45'24" West, a distance of 151.88' to a point for corner;
- 19) North 76°43'37" West, a distance of 129.61' to a point for corner;
- 20) North 65°10'21" West, a distance of 199.89' to a point for corner;
- 21) South 81°01'16" West, a distance of 130.54' to a point for corner;
- 22) South 62°16'56" West, a distance of 96.43' to a point for corner;
- 23) South 38°52'06" West, a distance of 98.05' to a point for corner;
- 24) South 32°46'49" West, a distance of 98.65' to a point for corner;
- 25) South 53°00'42" West, a distance of 77.66' to a point for corner;
- 26) South 70°12'52" West, a distance of 156.63' to a point for corner;
- 27) South 67°52'21" West, a distance of 200.01' to a point for corner;
- 28) South 74°51'16" West, a distance of 97.01' to a point for corner;
- 29) South 67°36'53" West, a distance of 159.58' to a point for corner;
- 30) South 41°46'38" West, a distance of 82.18' to a point for corner;
- 31) South 43°08'25" West, a distance of 115.11' to a point for corner;
- 32) South 26°26'53" West, a distance of 65.30' to a point for corner;
- 33) North 78°08'57" West, a distance of 199.90' to a point for corner;
- 34) North 69°50'28" West, a distance of 171.25' to a point for corner;
- 35) North 49°13'55" West, a distance of 132.66' to a point for corner;
- 36) North 68°53'23" West, a distance of 112.45' to a point for corner;
- 37) North 53°13'51" West, a distance of 105.51' to a point for corner;
- 38) North 63°32'49" West, a distance of 139.62' to a point for corner;

- 39) North 72°12'45" West, a distance of 140.17' to a point for corner;
- 40) North 37°07'03" West, a distance of 65.25' to a point for corner;
- 41) North 54°38'37" West, a distance of 55.01' to a point for corner;
- 42) North 85°02'44" West, a distance of 132.26' to a point for corner;
- 43) North 86°23'41" West, a distance of 147.03' to a point for corner;
- 44) North 67°55'37" West, a distance of 97.65' to a point for corner;
- 45) North 76°56'21" West, a distance of 97.71' to a point for corner;
- 46) South 84°53'38" West, a distance of 98.92' to a point for corner;
- 47) North 64°01'22" West, a distance of 51.57' to a point for corner;
- 48) North 08°26'06" West, a distance of 70.28' to a point for corner;
- 49) North 27°15'41" West, a distance of 64.15' to a point for corner;
- 50) North 50°43'43" West, a distance of 68.96' to a point for corner;
- 51) North 82°46'35" West, a distance of 80.42' to a point for corner;
- 52) South 79°22'46" West, a distance of 80.89' to a point for corner;
- 53) North 62°35'00" West, a distance of 168.11' to a point for corner;
- 54) South 84°10'47" West, a distance of 116.84' to a point for corner;
- 55) North 76°45'33" West, a distance of 195.06' to a point for corner;
- 56) North 65°53'16" West, a distance of 115.36' to a point for corner;
- 57) North 84°56'18" West, a distance of 64.38' to a point for corner;
- 58) South 63°19'19" West, a distance of 80.29' to a point for corner;
- 59) South 53°30'04" West, a distance of 117.02' to a point for corner;
- 60) North 76°57'54" West, a distance of 48.57' to a point for corner;
- 61) North 69°12'45" West, a distance of 84.95' to a point for corner;
- 62) South 85°49'44" West, a distance of 60.76' to a point for corner;
- 63) South 59°54'55" West, a distance of 72.73' to a point for corner;
- 64) South 40°57'27" West, a distance of 105.92' to a point for corner;
- 65) South 33°22'19" West, a distance of 97.14' to a point for corner;
- 66) South 47°49'12" West, a distance of 125.25' to a point for corner;
- 67) South 41°40'40" West, a distance of 106.12' to a point for corner;
- 68) South 87°07'15" West, a distance of 53.59' to a point for corner at a southwesterly corner of said 1483.78 acre tract;

**THENCE** continuing along the north out-bounds of said unrecorded Rio Escondido Phase 4 Subdivision, generally along the centerline of said Dry Branch, over and across said 1398.80 acre tract, and the south line hereof, the following courses and distances;


- 1) North 87°13'46" West, a distance of 161.02' to a point for corner;
- 2) North 89°56'49" West, a distance of 16.78' to a point for corner;
- 3) North 89°56'49" West, a distance of 199.24' to a point for corner;
- 4) North 58°39'21" West, a distance of 105.72' to a point for corner;
- 5) North 50°18'09" West, a distance of 81.25' to a point for corner;
- 6) North 32°50'57" West, a distance of 85.06' to a point for corner;
- 7) North 03°30'38" West, a distance of 135.24' to a point for corner;
- 8) North 31°33'51" West, a distance of 75.09' to a point for corner;
- 9) North 55°21'25" West, a distance of 66.20' to a point for corner;
- 10) North 84°42'21" West, a distance of 66.08' to a point for corner;
- 11) South 71°57'17" West, a distance of 73.52' to a point for corner;
- 12) South 49°11'56" West, a distance of 112.68' to a point for corner;
- 13) South 69°49'37" West, a distance of 127.22' to a point for corner;
- 14) South 69°49'37" West, a distance of 17.61' to a point for corner;
- 15) South 61°33'07" West, a distance of 91.62' to a point for corner;
- 16) North 75°10'24" West, a distance of 207.60' to a point for corner;

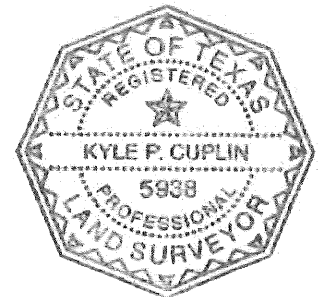
- 17) North 81°30'50" West, a distance of 101.32' to a point for corner;
- 18) South 87°16'53" West, a distance of 104.02' to a point for corner;
- 19) South 77°31'28" West, a distance of 92.93' to a point for corner;
- 20) South 59°49'57" West, a distance of 68.80' to a point for corner;
- 21) South 59°49'57" West, a distance of 31.19' to a point for corner;
- 22) South 40°10'15" West, a distance of 79.31' to a point for corner;
- 23) South 56°56'55" West, a distance of 177.63' to a point for corner;
- 24) South 40°09'15" West, a distance of 129.61' to a point for corner;
- 25) North 86°51'53" West, a distance of 379.76' to a 4" metal pipe fence post for corner along the easterly occupied right-of-way line of said County Road No. 421, the northwest corner of said unrecorded Rio Escondido Phase 4, and being the southwest corner hereof;

**THENCE** along the easterly occupied right-of-way line of said Hamilton County Road No. 421, generally along a wire fence, the west line of said 1398.80 acre tract and then the west line of said 1483.78 acre tract, and the west line hereof, the following courses and distances;

- 1) North 18°11'13" East, a distance of 1210.70' to a 4" metal pipe fence post for corner;
- 2) North 17°05'46" East, a distance of 299.19' to a 3" metal pipe fence post for corner at the northwest corner of said 1398.80 acre tract and the southwest corner of said 1483.78 acre tract;
- 3) North 17°05'13" East, a distance of 2562.06' to a 4" metal pipe fence post for corner;
- 4) North 17°21'00" East, a distance of 1607.35' to a 4" metal pipe fence post for corner;
- 5) North 17°56'28" East, a distance of 1766.57' to a 4" metal pipe fence post for corner;
- 6) North 17°26'10" East, a distance of 1436.06' to the **POINT OF BEGINNING**, containing an area of 1666.56 acres, more or less.

I hereby certify that this survey was performed on the round and was surveyed by me and or under my direct supervision. The basis of bearings are to the Texas Lambert Grid, Central Zone, NAD83/2011-Epoch2010, vertical datum is to NAVD 88-GEOID18, all distances shown hereon are grid values using, to obtain a surface value use a combination scale factor of 1.00013404612309, all coordinates shown hereon are to Grid-U.S.Ft. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.

 **Dated: 4/19/2021**  
 Kyle P. Cuplin  
 Registered Professional Land Surveyor No. 5938









327337

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
FOR RIO ESCONDIDO SUBDIVISION**

STATE OF TEXAS

§

§

COUNTY OF CORYELL

§

**KNOWN ALL MEN BY THESE**

COUNTY OF HAMILTON

**PRESENTS**

This Declaration made on the date hereinafter set forth by LSLP Evant, LLC a Delaware Limited Liability Company, hereinafter referred to as "Developer".

**WITNESSETH:**

WHEREAS, Developer is the owner of that certain tract of land located in Coryell County, Texas and Hamilton County, Texas, containing 526.47 acres and being more fully described on the attached Exhibit "A", and for informational purposes only by the sales plat on the attached Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "Rio Escondido Subdivision," "Property" or "Subdivision"; and

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

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

**ARTICLE I  
DEFINITIONS**

1.01. Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Article VIII hereof.

1.02. Annual Assessment. "Annual Assessment" means the amount set forth in Section 5.02 hereof.

1.03. Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04. Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter Rio Escondido Property Owners' Association, Inc. and its successors and assigns.

1.05. Board of Directors. "Board of Directors" means and refers to the Developer prior to the Control Transfer Date and thereafter, the Board of Directors of the Association appointed by the Developer and/or elected by the Members of the Association.

1.06. Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07. Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, the entrances, mailboxes, easements and roads together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.08. Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) mowing of the Common Areas (b) Common Area maintenance and replacement of landscaping, (c) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09. Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth herein. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.10. Developer. "Developer" means and refers to LSLP Evant, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.11. Member. "Member" means and refers to every current Owner of a Tract.

1.12. Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.13. Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner. The Developer shall not be deemed an Owner.

1.14. Plans or Specifications. "Plans" or "Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.15. Road. "Road" or "Roads" means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.16. Tract. "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 526.47 acres described above.

## **ARTICLE II** **RESTRICTIONS**

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

2.02. The main residence constructed on the Property shall have least one thousand (1,000) square feet of heated and cooled living area and must be constructed with a minimum of three feet (3') of masonry wainscoat on the front exterior.

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

2.04. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 6 months of the calendar

year. Travel trailers and RV's shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

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

2.06. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property. The designation of such an item as being a violation under this section is at the sole and absolute discretion of the Association.

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

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

2.09. No tract of land in the Subdivision originally sold by Developer can be divided.

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

### **ARTICLE III**

#### **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

3.01. Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

3.02. Utility Easements. Each Tract of land sold from the Property shall be subject to a utility easement measuring twenty five feet (25') in width across the front and rear of each tract and fifteen feet (15') which is reserved along the sides of each tract. The utility easement shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All

utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an Owner of a Tract of land in the Subdivision located within the easements.

3.03. Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

3.04. Fencing and Gates. Each Tract Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his Tract. A Tract Owner shall not remove the perimeter fencing, unless the Tract Owner completely fences his entire Tract.

3.05. Mailboxes. All mailboxes for Tracts that abut the Private Road located within the subdivision will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the transfer control date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary. Tracts that abut Hamilton County Road 421 will have individual mailboxes that shall be the Tract Owner's responsibility.

3.06 Cattle Grazing. The Rio Escondido Property Owners' Association, Inc has or will be leasing the Common Areas of the Subdivision for cattle grazing in order to assist with maintaining an ag exemption for the Subdivision. Said grazing lease shall continue so long as the Association deems it to be in the best interest of the Subdivision. So long as the Association continues to lease the Common Areas, it will also offer to lease a Tract Owner's Lot for cattle grazing. The Rio Escondido Property Owners' Association, Inc. will sublease any acreage held under a lease to a cattle rancher. In order to maintain and continue an ag exemption on each Tract, the Tract Owner will be responsible for contacting the Coryell County Appraisal District or the Hamilton County Appraisal District to comply with all applications and regulations. If a Tract Owner

decides to not enter into a grazing lease with the Association, then the Tract Owner shall be responsible for fencing his Tract so that cattle will not enter upon his Tract. The Rio Escondido Property Owners' Association, Inc. shall not be liable for any cattle that would improperly enter onto Tract Owner's Tract or for any damages caused by said cattle due to lack of fencing by the Tract Owner.

#### **ARTICLE IV** **RIO ESCONDIDO PROPERTY OWNERS' ASSOCIATION, INC.**

4.01. Non-Profit Corporation. Rio Escondido Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

4.02. Bylaws. The Association has adopted, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions contained herein.

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

4.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

#### **ARTICLE V** **ASSESSMENTS**

5.01. Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments

must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

5.02. Annual Assessment.

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

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

5.04. Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

5.05. Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision roads, Subdivision drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a Common Area or a Common Area Expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property



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

NOTICE IS HEREBY GIVEN THAT THE STREETS, ROADS AND ROAD RIGHTS OF WAY INSIDE THE SUBDIVISION ARE PRIVATE STREETS, AND ARE NOT TO BE MAINTAINED BY ANY PUBLIC ENTITY. THE STREETS, ROADS AND ROAD RIGHTS OF WAY SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION.

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

In the event of non-payment by any Tract Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other

rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Tract Owner personally obligated to pay the same.

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

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

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

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

5.09. Liens Subordinate to Mortgages. The lien described in this Article V shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which ad prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due.

Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article V.

## **ARTICLE VI**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

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

6.02. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision or purposes deemed necessary by the Developer. The rights reserved to the Developer under this section apply to the entire Subdivision.

6.03. Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any Owner or the Association.

6.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real

Property in the county in which the property is located. No consent shall be required of the Association or any Member thereof, each Tract Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

**ARTICLE VII**  
**DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION**

7.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

7.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

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

7.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association.

7.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

7.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions after the Control Transfer Date. Prior to the Control Transfer Date the Developer shall perform the ACC duties.

7.08. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements and may demolish any existing improvements in the Common Areas.

7.09. Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

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

7.11. Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice, or the number of days given in the written notice to allow for a remedy, the Association, or its authorized

representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2020 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) Suspend an Owner's right to use the Common Areas;
- (d) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity; and/or
- (e) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

7.12. Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

## ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

### 8.01. Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the

Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. The Architectural Control Committee's or Developer's (prior to the Control Transfer Date) shall have the sole discretion to approve or deny any improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of the main residence, and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

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

#### 8.02 Architectural Control Committee.

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property Coryell County, Texas and Hamilton County, Texas. Subsequent

appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

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

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

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

## **ARTICLE IX**

### **GENERAL PROVISIONS**

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



to an extension period and an appropriate document is recorded evidencing the cancellation of these Restrictions.

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

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

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

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

9.06. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

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

9.08. Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire document and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 2 day of June 2020.

LSLP Evant, LLC, a Delaware Limited Liability Company

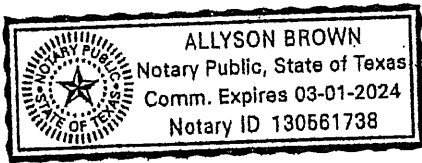
By: American Land Partners, Inc., a Delaware corporation, Manager

By: Chad T. May  
Printed Name: Chad T. May  
Title: Authorized Agent

STATE OF TEXAS §  
COUNTY OF Coryell §  
§

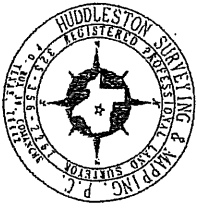
Before me, the undersigned Notary Public, on this day personally appeared Chad T. May who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant, LLC, and that by authority duly given and as the act of LSLP Evant, LLC, executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 2<sup>nd</sup> day of June, 2020.



Allyson Brown  
NOTARY PUBLIC, State of Texas

# Exhibit A



T. R. P. L. S. FIRM NUMBER 1003776  
Surveying (Professional)

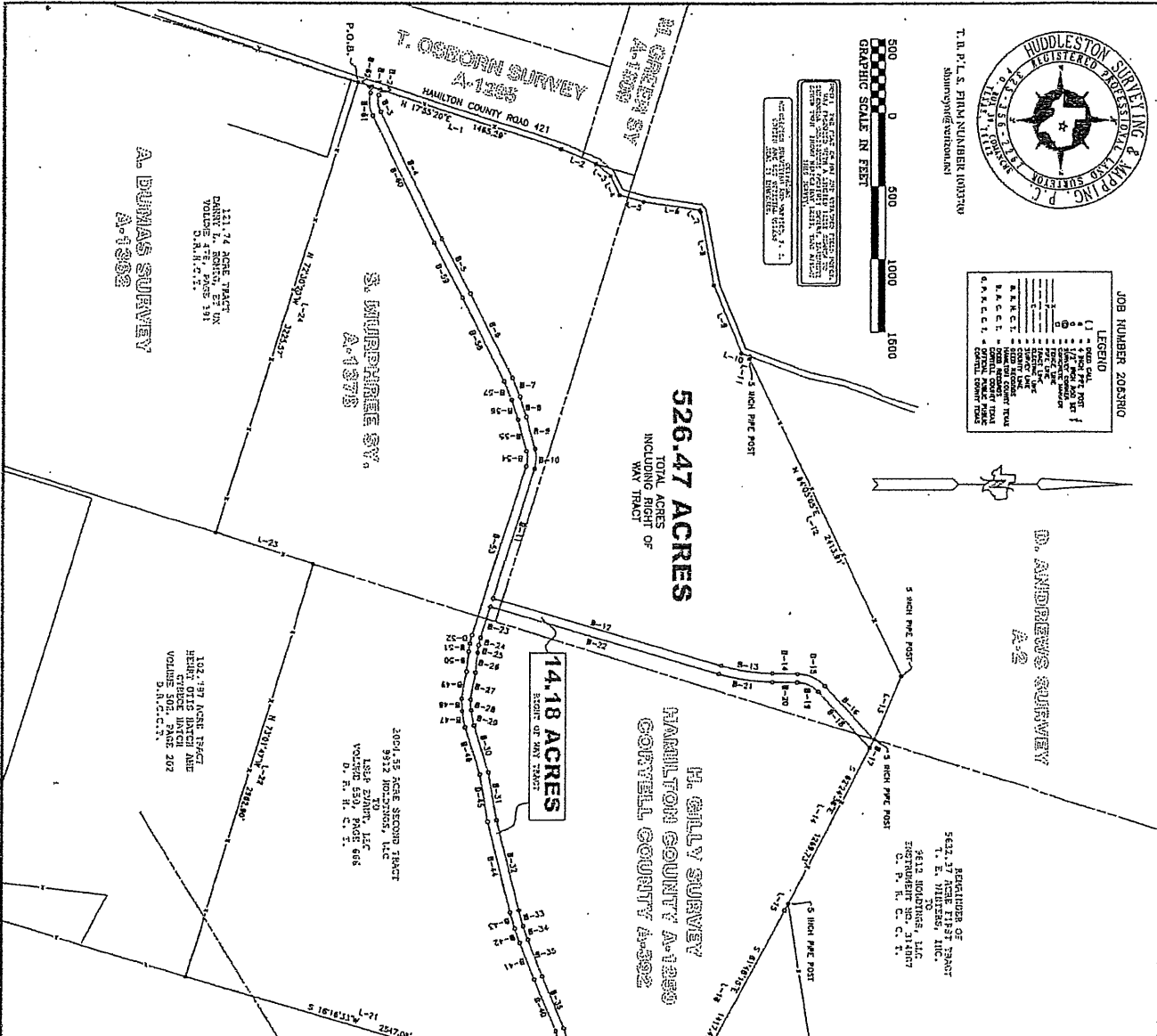
JOB NUMBER 206380

LEGEND

- (1) 1/4 ACRE TRACT
- (2) 1/2 ACRE TRACT
- (3) 3/4 ACRE TRACT
- (4) 1 ACRE TRACT
- (5) 1/2 ACRE TRACT
- (6) 3/4 ACRE TRACT
- (7) 1 ACRE TRACT
- (8) 1/2 ACRE TRACT
- (9) 3/4 ACRE TRACT
- (10) 1 ACRE TRACT
- (11) 1/2 ACRE TRACT
- (12) 3/4 ACRE TRACT
- (13) 1 ACRE TRACT
- (14) 1/2 ACRE TRACT
- (15) 3/4 ACRE TRACT
- (16) 1 ACRE TRACT
- (17) 1/2 ACRE TRACT
- (18) 3/4 ACRE TRACT
- (19) 1 ACRE TRACT
- (20) 1/2 ACRE TRACT
- (21) 3/4 ACRE TRACT
- (22) 1 ACRE TRACT
- (23) 1/2 ACRE TRACT
- (24) 3/4 ACRE TRACT
- (25) 1 ACRE TRACT
- (26) 1/2 ACRE TRACT
- (27) 3/4 ACRE TRACT
- (28) 1 ACRE TRACT
- (29) 1/2 ACRE TRACT
- (30) 3/4 ACRE TRACT
- (31) 1 ACRE TRACT
- (32) 1/2 ACRE TRACT
- (33) 3/4 ACRE TRACT
- (34) 1 ACRE TRACT
- (35) 1/2 ACRE TRACT
- (36) 3/4 ACRE TRACT
- (37) 1 ACRE TRACT
- (38) 1/2 ACRE TRACT
- (39) 3/4 ACRE TRACT
- (40) 1 ACRE TRACT
- (41) 1/2 ACRE TRACT
- (42) 3/4 ACRE TRACT
- (43) 1 ACRE TRACT
- (44) 1/2 ACRE TRACT
- (45) 3/4 ACRE TRACT
- (46) 1 ACRE TRACT
- (47) 1/2 ACRE TRACT
- (48) 3/4 ACRE TRACT
- (49) 1 ACRE TRACT
- (50) 1/2 ACRE TRACT
- (51) 3/4 ACRE TRACT
- (52) 1 ACRE TRACT
- (53) 1/2 ACRE TRACT
- (54) 3/4 ACRE TRACT
- (55) 1 ACRE TRACT
- (56) 1/2 ACRE TRACT
- (57) 3/4 ACRE TRACT
- (58) 1 ACRE TRACT
- (59) 1/2 ACRE TRACT
- (60) 3/4 ACRE TRACT
- (61) 1 ACRE TRACT
- (62) 1/2 ACRE TRACT
- (63) 3/4 ACRE TRACT
- (64) 1 ACRE TRACT
- (65) 1/2 ACRE TRACT
- (66) 3/4 ACRE TRACT
- (67) 1 ACRE TRACT
- (68) 1/2 ACRE TRACT
- (69) 3/4 ACRE TRACT
- (70) 1 ACRE TRACT
- (71) 1/2 ACRE TRACT
- (72) 3/4 ACRE TRACT
- (73) 1 ACRE TRACT
- (74) 1/2 ACRE TRACT
- (75) 3/4 ACRE TRACT
- (76) 1 ACRE TRACT
- (77) 1/2 ACRE TRACT
- (78) 3/4 ACRE TRACT
- (79) 1 ACRE TRACT
- (80) 1/2 ACRE TRACT
- (81) 3/4 ACRE TRACT
- (82) 1 ACRE TRACT
- (83) 1/2 ACRE TRACT
- (84) 3/4 ACRE TRACT
- (85) 1 ACRE TRACT
- (86) 1/2 ACRE TRACT
- (87) 3/4 ACRE TRACT
- (88) 1 ACRE TRACT
- (89) 1/2 ACRE TRACT
- (90) 3/4 ACRE TRACT
- (91) 1 ACRE TRACT
- (92) 1/2 ACRE TRACT
- (93) 3/4 ACRE TRACT
- (94) 1 ACRE TRACT
- (95) 1/2 ACRE TRACT
- (96) 3/4 ACRE TRACT
- (97) 1 ACRE TRACT
- (98) 1/2 ACRE TRACT
- (99) 3/4 ACRE TRACT
- (100) 1 ACRE TRACT



THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, MISSOURI. THE SURVEYOR'S OFFICE IS LOCATED AT 1111 S. WASHINGTON ST., ST. LOUIS, MO. 63102.



**CALL TABLE**  
526.47 ACRES

CORNER	BEARING	DISTANCE
C-1	N 12°32'00" E	148.53'
C-2	N 70°14'30" E	131.24'
C-3	N 70°14'30" E	131.24'
C-4	N 70°14'30" E	131.24'
C-5	N 70°14'30" E	131.24'
C-6	N 70°14'30" E	131.24'
C-7	N 70°14'30" E	131.24'
C-8	N 70°14'30" E	131.24'
C-9	N 70°14'30" E	131.24'
C-10	N 70°14'30" E	131.24'
C-11	N 70°14'30" E	131.24'
C-12	N 70°14'30" E	131.24'
C-13	N 70°14'30" E	131.24'
C-14	N 70°14'30" E	131.24'
C-15	N 70°14'30" E	131.24'
C-16	N 70°14'30" E	131.24'
C-17	N 70°14'30" E	131.24'
C-18	N 70°14'30" E	131.24'
C-19	N 70°14'30" E	131.24'
C-20	N 70°14'30" E	131.24'
C-21	N 70°14'30" E	131.24'
C-22	N 70°14'30" E	131.24'
C-23	N 70°14'30" E	131.24'
C-24	N 70°14'30" E	131.24'
C-25	N 70°14'30" E	131.24'

**14.18 ACRES CALL TABLE**

CORNER	BEARING	DISTANCE
B-1	N 12°32'00" E	30.17'
B-2	N 70°14'30" E	30.17'
B-3	N 70°14'30" E	30.17'
B-4	N 70°14'30" E	30.17'
B-5	N 70°14'30" E	30.17'
B-6	N 70°14'30" E	30.17'
B-7	N 70°14'30" E	30.17'
B-8	N 70°14'30" E	30.17'
B-9	N 70°14'30" E	30.17'
B-10	N 70°14'30" E	30.17'
B-11	N 70°14'30" E	30.17'
B-12	N 70°14'30" E	30.17'
B-13	N 70°14'30" E	30.17'
B-14	N 70°14'30" E	30.17'
B-15	N 70°14'30" E	30.17'
B-16	N 70°14'30" E	30.17'
B-17	N 70°14'30" E	30.17'
B-18	N 70°14'30" E	30.17'
B-19	N 70°14'30" E	30.17'
B-20	N 70°14'30" E	30.17'
B-21	N 70°14'30" E	30.17'
B-22	N 70°14'30" E	30.17'
B-23	N 70°14'30" E	30.17'
B-24	N 70°14'30" E	30.17'
B-25	N 70°14'30" E	30.17'

THE STATE OF MISSOURI, COUNTY OF HAMILTON: I, T. R. P. L. S., a duly Licensed Professional Surveyor, do hereby certify that the foregoing plat and accompanying report of the survey of the 526.47 acres of land, situated in Hamilton County, Missouri, and divided into 14.18 acre sections, as shown on the plat, was made in accordance with the laws and regulations of the State of Missouri, and that the same is a true and correct copy of the original records of the survey, as the same are now on file in the office of the Surveyor General of the State of Missouri, at St. Louis, Missouri, and that the same are subject to the public inspection of all persons at any time and at any place. Witness my hand and seal this 5th day of May, 2024.



REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6334 OF MISSOURI.

Exhibit A

**HUDDLESTON SURVEYING & MAPPING, P.C.**

107 S. PAGE, P. O. BOX 39, COMANCHE, TEXAS 76442  
325-356-2267 OFFICE, 325-356-2903 FAX  
T.B.P.L.S. FIRM NUMBER 10033700  
shsurveyor@verizon.net

THE STATE OF TEXAS:  
COUNTY OF HAMILTON  
COUNTY OF CORYELL:

526.47 ACRE TRACT  
RIO ESCONDIDO PHASE I

Being 526.47 acres of land, situated in Hamilton County, Texas, and Coryell County, Texas, and being out of the H. GILLY SURVEY, HAMILTON COUNTY ABSTRACT NUMBER 1259, CORYELL COUNTY ABSTRACT NUMBER 392, the D. ANDREWS SURVEY, ABSTRACT NUMBER 2, and the S. MURPHREE SURVEY, ABSTRACT NUMBER 1378, and being out of a 2004.55 acre Second Tract, and all of a 6.34 acre Third Tract, that is described in a deed from 9812 Holdings, LLC, to LSLP Evant, LLC, recorded in Volume 550 at Page 666, Deed Records of Hamilton County, Texas, and further described as follows;

BEGINNING, at a 4 inch pipe corner post found in the East line of Hamilton County Road Number 421, and being the Southwest corner of said 2004.55 acre tract, and being the Northwest corner of a 121.74 acre tract of land that is described in a deed to Danny L. Romig, et ux, recorded in Volume 478 at Page 391, said Deed Records, for the Southwest corner of this tract;

THENCE, with a fence, along the East line of Hamilton County Road Number 421, as follows, N 17° 55' 20" E 1465.29 feet, to a 4 inch pipe post, N 22° 00' 44" E 264.22 feet, to a 4 inch pipe post, N 40° 14' 49" E 133.28 feet, to a 4 inch pipe post, N 64° 09' 06" E 146.68 feet, to a 4 inch pipe post, N 14° 56' 15" E 173.21 feet, to a 4 inch pipe post, N 08° 04' 35" E 396.56 feet, to a 4 inch pipe post, N 50° 12' 27" E 16.74 feet, to a 4 inch pipe post, N 79° 47' 07" E 508.88 feet, to a 4 inch pipe post, N 67° 38' 15" E 501.39 feet, to a 4 inch pipe post, and N 20° 05' 36" E 64.24 feet, to a 1/2 inch iron rod found at the Northwest corner of said 2004.55 acre tract, for the Northwest corner of this tract;

THENCE, with a fence, along the North line of said 2004.55 acre tract, as follows, S 70° 59' 47" E 17.63 feet, to a 5 inch pipe post, N 64° 05' 05" E 2413.91 feet, to a 5 inch pipe post, S 66° 49' 34" E 475.55 feet, to a 5 inch pipe post, and S 62° 24' 38" E 1269.73 feet, to a 5 inch pipe post, for a corner of this tract;

THENCE, S 61° 53' 53" E 54.95 feet, to a 1/2 inch iron rod set, S 61° 48' 15" E 1417.47 feet, to a 1/2 inch iron rod set, S 01° 34' 57" W 733.99 feet, to a 1/2 inch iron rod set, N 73° 41' 50" E 128.55 feet, to a 1/2 inch iron rod set, S 01° 12' 18" W 334.60 feet, to a 1/2 inch iron rod set, N 84° 34' 10" W 176.05 feet, to a 1/2 inch iron rod set, and S 16° 16' 33" W 2547.08 feet, to a 4 inch pipe post found at a corner in the South line of said 2004.55 acre tract, and being the Northeast corner of a 102.797 acre tract of land that is described in a deed to Henry Otis Hatch and Cyrece Hatch, recorded in Volume 502 at Page 202, Deed Records Coryell County, Texas, for the Southeast corner of this tract;

THENCE, N 73° 01' 47" W 2962.90 feet, with a fence, to a 4 inch pipe post found at the Northwest corner of said 102.797 acre tract, for a corner of this tract;

THENCE, S 17° 37' 47" W 702.21 feet, with a fence, to a 5 inch pipe post found at the Northeast corner of said 121.74 acre tract, for a corner of this tract;

THENCE, N 72° 30' 20" W 3225.57 feet, with a fence, along a South line of said 2004.55 acre tract, and the North line of said 121.74 acre tract, to the point of beginning and containing 526.47 acres of land.

I, SCOTT HUDDLESTON, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing Field Notes and accompanying Plat, was prepared from an actual survey, made on the ground, on May 4, 2020, from the Deed Records and Official Public Records of Coryell County, Texas, and the Deed Records of Hamilton County, Texas; and surveys of area properties, that the corners and boundaries with marks natural and artificial are just as were found on the ground.

Bearings are based on True North as determined by GPS survey data (NAD 83).

WITNESS MY HAND AND SEAL THIS THE 5th DAY OF MAY, 2020.

*Scott Huddleston*  
SCOTT HUDDLESTON

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6334 of TEXAS

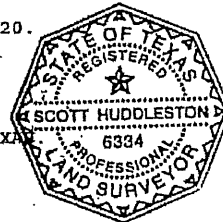
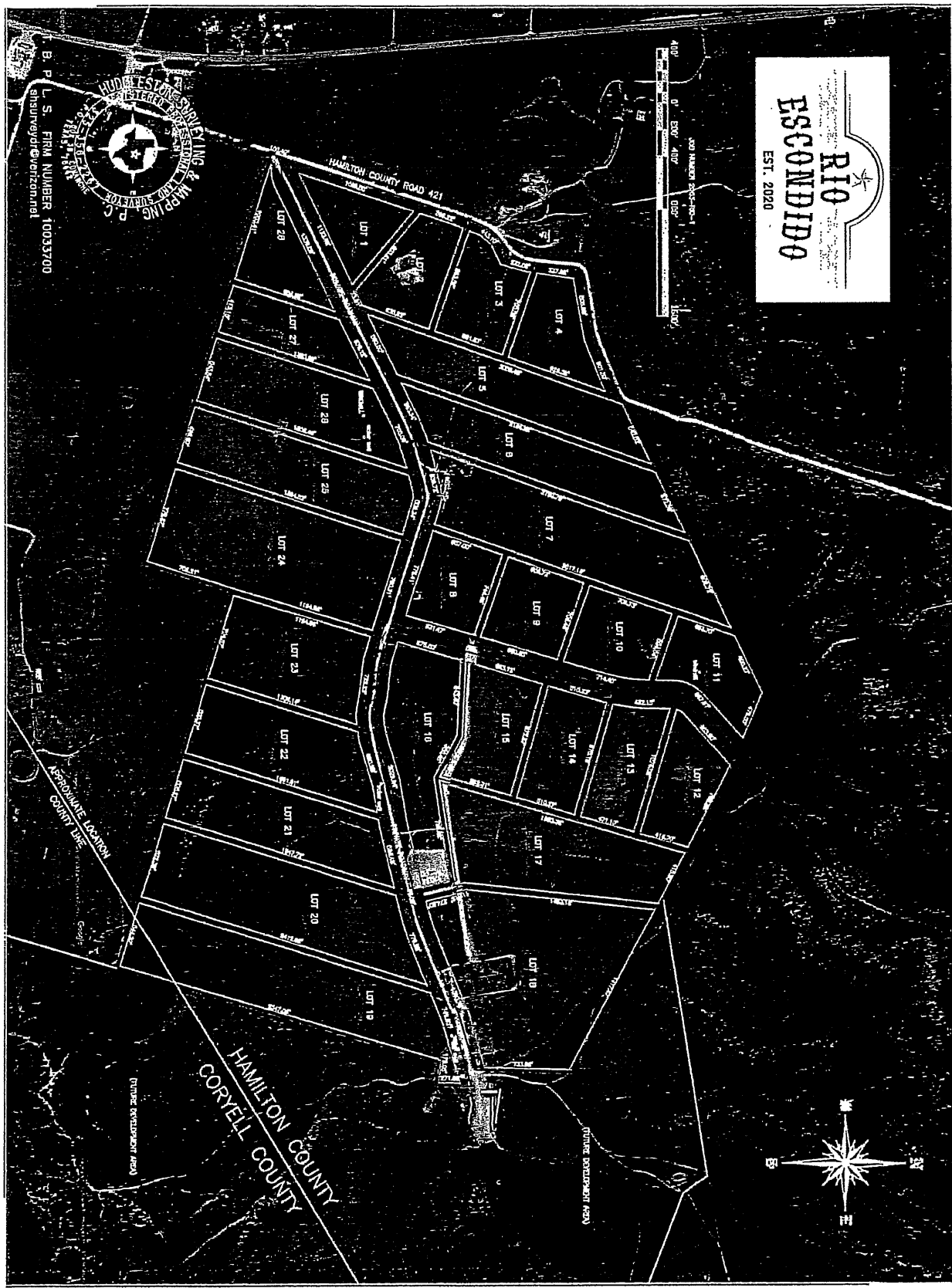


Exhibit B



STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

FILED FOR RECORD  
AT 115 O'CLOCK P M

JUN 24 2020



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

327337

**327355**

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY – PHASE 2**

STATE OF TEXAS                   §  
  §    KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF CORYELL           §  
COUNTY OF HAMILTON         §

THIS Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the real property more particularly described below and desires to develop thereon a residential subdivision; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision; and

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

NOW THEREFORE, the Declarant declares that the real property known as Rio Escondido Phase 2, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under

Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas.

**ARTICLE I**  
**Definitions**

Section 1. Any words not defined in this Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 506.7 acres that the Declarant is developing known as Rio Escondido Phase 2 which includes 42 lots and is generally depicted on Exhibit "A".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) "Supplemental Declaration" shall mean and refer to this Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision Phase 2.

**ARTICLE II**  
**Incorporation of Additional Property**

Section 1. Additional Property. The 506.7 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration which includes 42 lots is generally depicted on Exhibit "A".

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.



**ARTICLE III**  
**General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Supplemental Declaration and the Original Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Any other terms and conditions of the Original Declaration shall remain in full force and effect.

This Supplemental Declaration shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 24<sup>th</sup> day of June 2020.

LSLP Evant, LLC, a Delaware limited liability company

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

By: \_\_\_\_\_

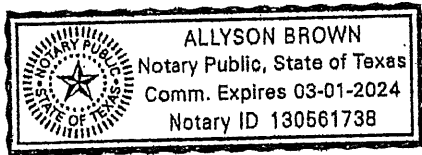
Davy Roberts, Authorized Agent

STATE OF TEXAS           §  
  §  
COUNTY OF Coryell   §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant, LLC and that by authority duly given and as the act of LSLP Evant, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 24<sup>th</sup> day of June 2020.



Allyson Brown  
Notary Public, State of Texas

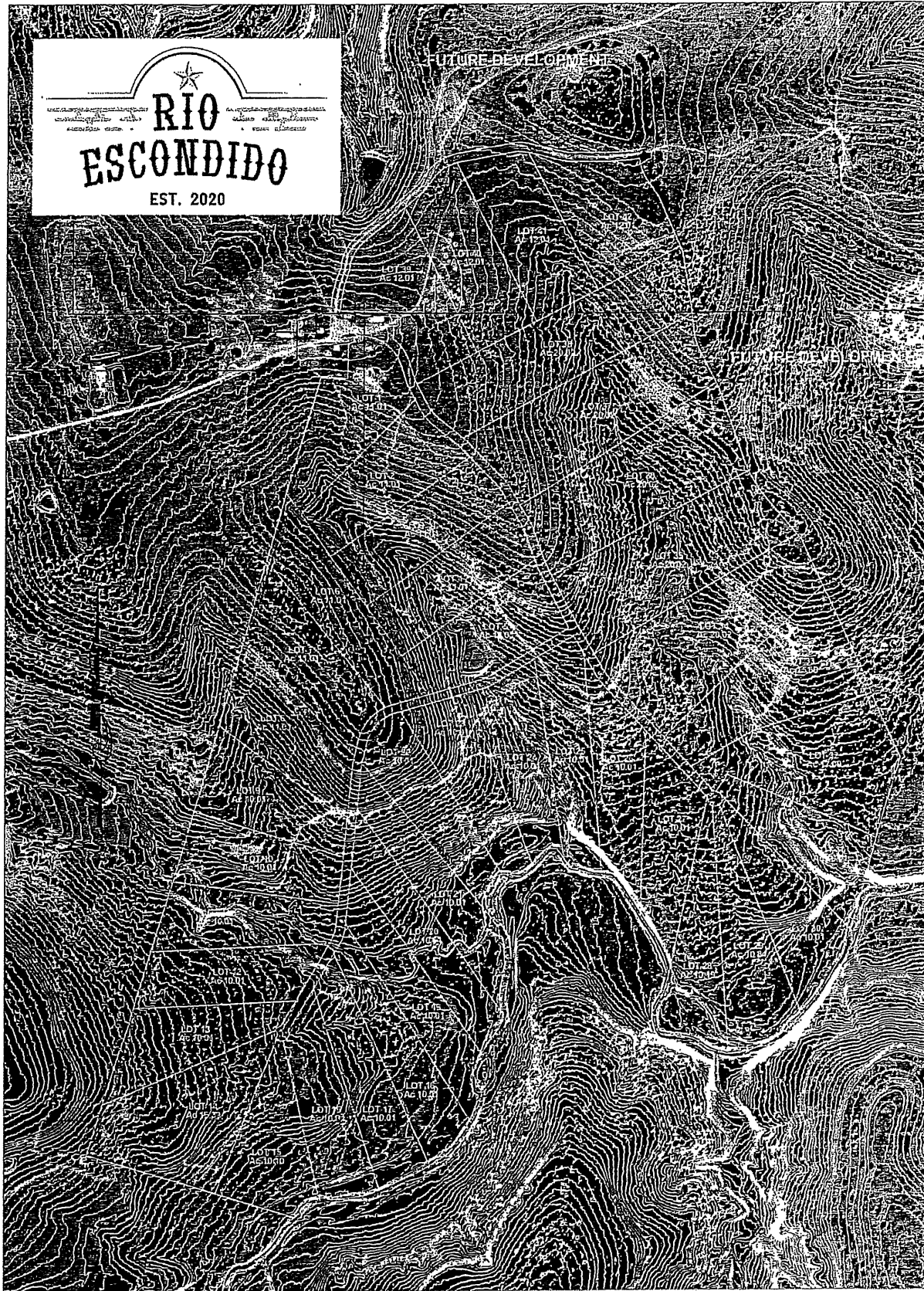


Exhibit A

	WILLIAM H ENGINEERING LLC
	1001 BUCHANAN DRIVE, SUITE 2
	BURNET, TEXAS 78611
	PH. 512-533-1555
	marcus@williamhengineering.com
	TEXAS REGISTRATION # 17162

STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

**FILED FOR RECORD**  
**AT 845 O'CLOCK A. M.**

**JUN 25 2020**



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*

COUNTY CLERK, CORYELL CO., TEXAS

**327355**

7 1 2 3 4 5 6 7 8 9 10 11 12

327673

FIRST AMENDED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY – PHASE 2

STATE OF TEXAS           §  
  §    KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF CORYELL     §  
COUNTY OF HAMILTON   §

THIS First Amended Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property more particularly described below and desires to develop thereon a residential subdivision; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision;

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

WHEREAS, on June 25, 2020, Declarant filed Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens in Coryell County, Texas under Instrument Number 327355 and in Hamilton County, Texas under Instrument Number 20201117; and

WHEREAS, at the time the Supplemental Declaration was filed in Coryell County, Texas and Hamilton County, Texas, an exact legal description for the property was not available and the Declarant is filing this First Amended Supplemental Declaration to place the proper legal description of record.

NOW THEREFORE, the Declarant declares that the real property known as Rio Escondido Phase 2, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas.

## ARTICLE I Definitions

Section 1. Any words not defined in this First Amended Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this First Amended Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 522.55 acres that the Declarant is developing, known as Rio Escondido Phase 2, which includes 42 lots and is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision Phase 2 filed of record under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(d) "First Amended Supplemental Declaration" shall mean and refer to this First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision Phase 2.

**ARTICLE II**  
**Incorporation of Additional Property**

Section 1. Additional Property. The 522.55 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this First Amended Supplemental Declaration which includes 42 lots is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this First Amended Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

**ARTICLE III**  
**General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this First Amended Supplemental Declaration and the Original Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this First Amended Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Any other terms and conditions of the Original Declaration shall remain in full force and effect.

This First Amended Supplemental Declaration shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell

County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 26<sup>th</sup> day of June 2020.

LSLP Evant, LLC, a Delaware limited liability company

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

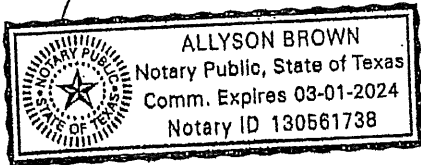
By: *Davy Roberts*  
Davy Roberts, Authorized Agent

STATE OF TEXAS §  
COUNTY OF Coryell §  
§

**CERTIFICATE OF ACKNOWLEDGMENT**

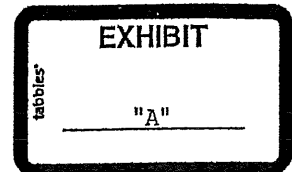
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant, LLC and that by authority duly given and as the act of LSLP Evant, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 26<sup>th</sup> day of June 2020.



*Allyson Brown*  
Notary Public, State of Texas





Prepared For: LSLP EVANT, LLC  
Project No. 20995  
Date: 06/25/2020

**BEING A 522.55 ACRE TRACT OUT OF THE H. GILLY SURVEY, HAMILTON COUNTY ABSTRACT NO. 1259, CORYELL COUNTY ABSTRACT NO. 392, BEING OUT OF THE REMAINDER OF A CALLED 2004.55 ACRE TRACT AS DESCRIBED IN DOCUMENT TO LSLP EVANT, LLC, RECORDED IN VOLUME 550, PAGE 666 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS, AND IN INSTRUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, SAID 522.55 ACRE RIGHT OF WAY TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

BEGINNING at a 1/2" found iron pin with 6334 property cap, along the northerly line of a called 40 acre tract of land as described in document to Linda Kay Comer, recorded on Instrument No. 227229 of the Official Public Records of Coryell County, Texas, at the southeasterly corner of a called 242.011 acre tract as described in document to South Winters Ranch, Inc., recorded in Instrument No. 152433 of the Official Public Records of Coryell County, Texas, being a southwesterly corner of said remainder tract, and being the most southwesterly corner hereof;

THENCE North 17°26'24" East, along the easterly line of said 242.011 acre tract, a westerly line of said remainder tract, and the westerly line hereof, a distance of 2145.82' to a 6" cedar fence corner post, at the southeasterly corner of a called 102.797 acre tract of land as described in document to Henry Otis Hatch and Cyrece Hatch, recorded in Volume 502, Page 202 of the Deed records of Coryell County, Texas, and being a westerly angle point hereof;

THENCE North 16°44'51" East, along the easterly line of said 102.797 acre tract of land, a westerly line of said remainder tract, and the westerly line hereof, a distance of 757.56' to a 6" cedar fence corner post, at the southeasterly corner of a described 526.47 acre tract, recorded in Instrument No. 326424 of the Official Public Records of Coryell County, Texas, and being a westerly angle point hereof;

THENCE along the easterly line of said 526.47 acre tract, the westerly line of said remainder tract, and being the westerly line hereof the following three (3) courses and distances;

- 1) North 16°16'33" East, a distance of 2547.08' to a 1/2" iron pin found with 6634 property cap;
- 2) South 84°34'10" East, a distance of 176.05' to a 1/2" iron pin found with 6634 property cap;
- 3) North 01°12'18" East, a distance of 271.68' to a 1/2" iron pin found with property cap, at the most southeasterly corner of a called 14.18 acre non-exclusive road access and utility easement agreement as described in said Instrument No. 326424, and being on the westerly line hereof;

THENCE continuing North 01°12'18" East, along the easterly line of said 14.18 acre and 526.47 acre tracts, along the westerly line of said remainder tract, and the westerly line hereof, a distance of 62.91' to a 1/2" iron pin found with 6634 property cap, being a westerly interior corner hereof;

THENCE South 73°41'57" West, along the northerly line of said 14.18 acre and 526.47 acre tracts, the southerly line of said remainder tract, and a southerly line hereof, a distance of 128.55' to a 1/2" iron pin found with 6634 property cap;

THENCE North 01°34'57" East, along the easterly line of said 526.47 acre tract, the westerly line of said remainder tract, and the westerly line hereof, a distance of 222.58' to a 1/2" iron pin set with "CUPLIN" property cap, being a westerly corner hereof;

THENCE over and across said remainder tract the following thirty-eight (38) courses and distances:

- 1) South 88°25'03" East, a distance of 5.37' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 2) Along said curve to the right having a delta angle of 09°31'55", an arc length of 54.90', a radius of 330.00', a chord bearing of North 08°00'13" East, and a chord length of 54.84' to a 1/2" iron pin set with "CUPLIN" property cap;
- 3) North 12°46'11" East, a distance of 75.40' to a 1/2" iron pin set with "CUPLIN" property cap;
- 4) North 17°41'12" East, a distance of 100.55' to a 1/2" iron pin set with "CUPLIN" property cap;
- 5) North 09°16'04" East, a distance of 19.03' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 6) Along said curve to the right having a delta angle of 28°19'19", an arc length of 163.12', a radius of 330.00', a chord bearing of North 23°25'43" East, and a chord length of 161.47' to a 1/2" iron pin set with "CUPLIN" property cap;
- 7) North 37°35'23" East, a distance of 18.27' to a 1/2" iron pin set with "CUPLIN" property cap;
- 8) North 46°59'26" East, a distance of 79.65' to a 1/2" iron pin set with "CUPLIN" property cap;
- 9) North 50°08'35" East, a distance of 459.88' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 10) Along said curve to the left having a delta angle of 12°14'46", an arc length of 57.71', a radius of 270.00', a chord bearing of North 44°01'12" East, and a chord length of 57.60' to a 1/2" iron pin set with "CUPLIN" property cap;
- 11) North 37°53'49" East, a distance of 80.78' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 12) Along said curve to the right having a delta angle of 41°31'06", an arc length of 239.13', a radius of 330.00', a chord bearing of North 58°39'22" East, and a chord length of 233.93' to a 1/2" iron pin set with "CUPLIN" property cap;
- 13) North 79°24'55" East, a distance of 380.17' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 14) Along said curve to the right having a delta angle of 23°54'59", an arc length of 137.75', a radius of 330.00', a chord bearing of South 88°37'35" East, and a chord length of 136.75' to a 1/2" iron pin set with "CUPLIN" property cap;
- 15) South 76°40'06" East, a distance of 226.65' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 16) Along said curve to the left having a delta angle of 13°16'03", an arc length of 62.52', a radius of 270.00', a chord bearing of South 83°18'07" East, and a chord length of 62.38' to a 1/2" iron pin set with "CUPLIN" property cap;
- 17) South 89°56'09" East, a distance of 247.16' to a 1/2" iron pin set with "CUPLIN" property cap;
- 18) North 86°20'39" East, a distance of 111.95' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 19) Along said curve to the left having a delta angle of 05°36'25", an arc length of 26.42', a radius of 270.00', a chord bearing of North 83°32'27" East, and a chord length of 26.41' to a 1/2" iron pin set with "CUPLIN" property cap;
- 20) North 80°44'14" East, a distance of 63.16' to a 1/2" iron pin set with "CUPLIN" property cap;
- 21) South 09°15'46" East, a distance of 60.00' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 22) Along said curve to the left having a delta angle of 29°11'48", an arc length of 157.40', a radius of 308.89', a chord bearing of South 20°42'53" East, and a chord length of 155.70' to a 1/2" iron pin set with "CUPLIN" property cap;
- 23) South 35°30'09" East, a distance of 102.99' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 24) Along said curve to the right having a delta angle of 10°46'48", an arc length of 56.44', a radius of 300.00', a chord bearing of South 30°06'45" East, and a chord length of 56.36' to a 1/2" iron pin set with "CUPLIN" property cap;
- 25) South 24°43'21" East, a distance of 338.00' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 26) Along said curve to the right having a delta angle of 15°15'11", an arc length of 79.86', a radius of 300.00', a chord bearing of South 17°05'46" East, and a chord length of 79.63' to a 1/2" iron pin set with "CUPLIN" property cap;
- 27) South 09°28'10" East, a distance of 196.33' to a 1/2" iron pin set with "CUPLIN" property cap;
- 28) South 08°00'28" East, a distance of 330.55' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 29) Along said curve to the left having a delta angle of 19°14'14", an arc length of 100.73', a radius of 300.00', a chord bearing of South 17°37'35" East, and a chord length of 100.25' to a 1/2" iron pin set with "CUPLIN" property cap;
- 30) South 27°14'42" East, a distance of 273.29' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;

- 31) Along said curve to the right having a delta angle of  $07^{\circ}00'29''$ , an arc length of 36.69', a radius of 300.00', a chord bearing of South  $23^{\circ}44'28''$  East, and a chord length of 36.67' to a 1/2" iron pin set with "CUPLIN" property cap;
- 32) South  $20^{\circ}14'14''$  East, a distance of 226.71' to a 1/2" iron pin set with "CUPLIN" property cap;
- 33) South  $18^{\circ}54'43''$  East, a distance of 310.60' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 34) Along said curve to the left having a delta angle of  $12^{\circ}16'29''$ , an arc length of 64.27', a radius of 300.00', a chord bearing of South  $25^{\circ}02'57''$  East, and a chord length of 64.15' to a 1/2" iron pin set with "CUPLIN" property cap;
- 35) South  $31^{\circ}11'12''$  East, a distance of 129.28' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 36) Along said curve to the left having a delta angle of  $09^{\circ}37'07''$ , an arc length of 50.36', a radius of 300.00', a chord bearing of South  $35^{\circ}59'45''$  East, and a chord length of 50.30' to a 1/2" iron pin set with "CUPLIN" property cap;
- 37) South  $40^{\circ}41'26''$  East, a distance of 373.28' to a 1/2" iron pin set with "CUPLIN" property cap;
- 38) South  $25^{\circ}23'10''$  East, a distance of 1629.15' to a 6" metal fence corner post, at the northwesterly corner of a called 435.33 acre tract of land as described in document to 4A Cowhouse Ranch, LP, recorded in Instrument No. 258400 of the Official Public Records of Coryell County, Texas, at a southeasterly interior point of said remainder tract, and being an easterly angle point hereof;

THENCE South  $17^{\circ}25'02''$  West, along the westerly line of said 435.33 acre tract, the easterly line of said remainder tract, and hereof, a distance of 1393.46' to a calculated point for corner in the approximate centerline of Langford Branch, at the most northeasterly corner of a called 167.74 acre tract commonly known as Stone Creek Ranch Subdivision, an unrecorded subdivision as described in Instrument No. 326517 of the Official Public Records of Coryell County, Texas, being a southeasterly corner hereof, from whence a found 1/2" iron pin with 6634 along the easterly line of said 167.74 acre tract bears South  $17^{\circ}25'02''$  West, distance of 2242.07';

THENCE along the called centerline of Langford Branch and northerly line of said 167.74 acre tract as described in said Instr. No. 326517, the southerly line of said remainder tract, and being the southerly line hereof the following sixty-six (66) courses and distances;

- 1) South  $36^{\circ}40'28''$  West, a distance of 81.14' to a calculated point for corner;
- 2) South  $27^{\circ}58'22''$  West, a distance of 119.70' to a calculated point for corner;
- 3) South  $36^{\circ}03'17''$  West, a distance of 156.41' to a calculated point for corner;
- 4) South  $41^{\circ}11'09''$  West, a distance of 112.91' to a calculated point for corner;
- 5) South  $44^{\circ}11'08''$  West, a distance of 150.94' to a calculated point for corner;
- 6) South  $55^{\circ}07'29''$  West, a distance of 122.07' to a calculated point for corner;
- 7) South  $63^{\circ}43'30''$  West, a distance of 93.40' to a calculated point for corner;
- 8) South  $68^{\circ}55'56''$  West, a distance of 95.99' to a calculated point for corner;
- 9) South  $82^{\circ}52'49''$  West, a distance of 119.93' to a calculated point for corner;
- 10) North  $75^{\circ}50'40''$  West, a distance of 120.28' to a calculated point for corner;
- 11) North  $56^{\circ}41'31''$  West, a distance of 133.18' to a calculated point for corner;
- 12) North  $77^{\circ}59'26''$  West, a distance of 118.04' to a calculated point for corner;
- 13) South  $81^{\circ}37'18''$  West, a distance of 52.81' to a calculated point for corner;
- 14) North  $79^{\circ}19'54''$  West, a distance of 60.47' to a calculated point for corner;
- 15) North  $52^{\circ}16'25''$  West, a distance of 41.32' to a calculated point for corner;
- 16) North  $14^{\circ}41'56''$  West, a distance of 71.34' to a calculated point for corner;
- 17) North  $02^{\circ}00'41''$  West, a distance of 63.16' to a calculated point for corner;
- 18) North  $20^{\circ}27'03''$  East, a distance of 42.19' to a calculated point for corner;
- 19) North  $31^{\circ}41'53''$  East, a distance of 105.56' to a calculated point for corner;
- 20) North  $15^{\circ}40'30''$  East, a distance of 126.20' to a calculated point for corner;
- 21) North  $18^{\circ}07'06''$  West, a distance of 122.90' to a calculated point for corner;
- 22) North  $26^{\circ}25'42''$  West, a distance of 146.86' to a calculated point for corner;
- 23) North  $35^{\circ}42'52''$  West, a distance of 95.31' to a calculated point for corner;
- 24) North  $34^{\circ}20'56''$  West, a distance of 280.58' to a calculated point for corner;
- 25) North  $38^{\circ}18'15''$  West, a distance of 87.63' to a calculated point for corner;
- 26) North  $46^{\circ}21'27''$  West, a distance of 31.61' to a calculated point for corner;
- 27) North  $82^{\circ}09'07''$  West, a distance of 126.02' to a calculated point for corner;

28) North 75°13'16" West, a distance of 148.95' to a calculated point for corner;  
 29) North 51°06'52" West, a distance of 43.86' to a calculated point for corner;  
 30) North 29°49'26" West, a distance of 77.49' to a calculated point for corner;  
 31) North 40°18'00" West, a distance of 53.64' to a calculated point for corner;  
 32) North 88°38'38" West, a distance of 48.74' to a calculated point for corner;  
 33) South 39°16'07" West, a distance of 91.68' to a calculated point for corner;  
 34) South 48°06'14" West, a distance of 178.28' to a calculated point for corner;  
 35) North 80°39'23" West, a distance of 114.91' to a calculated point for corner;  
 36) South 72°46'44" West, a distance of 48.44' to a calculated point for corner;  
 37) South 27°15'54" West, a distance of 167.14' to a calculated point for corner;  
 38) South 14°06'03" East, a distance of 120.00' to a calculated point for corner;  
 39) South 38°41'31" East, a distance of 97.60' to a calculated point for corner;  
 40) South 07°27'19" East, a distance of 101.40' to a calculated point for corner;  
 41) South 43°37'39" East, a distance of 53.62' to a calculated point for corner;  
 42) South 07°00'18" East, a distance of 53.92' to a calculated point for corner;  
 43) South 06°52'57" West, a distance of 104.47' to a calculated point for corner;  
 44) South 07°06'07" West, a distance of 147.48' to a calculated point for corner;  
 45) South 01°21'16" West, a distance of 84.35' to a calculated point for corner;  
 46) South 10°17'38" East, a distance of 80.87' to a calculated point for corner;  
 47) South 28°11'24" West, a distance of 78.12' to a calculated point for corner;  
 48) South 36°35'26" West, a distance of 130.74' to a calculated point for corner;  
 49) South 28°04'30" West, a distance of 70.11' to a calculated point for corner;  
 50) South 25°51'24" West, a distance of 145.82' to a calculated point for corner;  
 51) South 26°21'56" East, a distance of 141.89' to a calculated point for corner;  
 52) South 11°49'39" West, a distance of 82.36' to a calculated point for corner;  
 53) South 22°44'42" West, a distance of 89.12' to a calculated point for corner;  
 54) South 29°38'50" West, a distance of 92.03' to a calculated point for corner;  
 55) South 34°02'31" West, a distance of 81.34' to a calculated point for corner;  
 56) South 34°02'30" West, a distance of 18.61' to a calculated point for corner;  
 57) South 42°21'14" West, a distance of 74.18' to a calculated point for corner;  
 58) South 49°39'30" West, a distance of 77.51' to a calculated point for corner;  
 59) South 58°12'43" West, a distance of 165.58' to a calculated point for corner;  
 60) South 65°20'50" West, a distance of 347.32' to a calculated point for corner;  
 61) South 70°45'12" West, a distance of 96.16' to a calculated point for corner;  
 62) South 83°03'50" West, a distance of 182.64' to a calculated point for corner;  
 63) North 77°21'04" West, a distance of 70.75' to a calculated point for corner;  
 64) South 80°09'44" West, a distance of 99.03' to a calculated point for corner;  
 65) South 40°47'38" West, a distance of 121.04' to a calculated point for corner;  
 66) South 49°27'10" West, a distance of 37.57' to a calculated point for corner, along the northerly line of said 40 acre tract, along the southerly line of said remainder tract, at a westerly corner of said 167.74 acre tract, and being the most southerly corner hereof;

THENCE along the northerly line of said 40 acre tract, the southerly line of said remainder tract, and hereof, the following three (3) courses and distances;

- 1) North 71°34'01" West, a distance of 19.14' to a 3" metal fence corner post;
- 2) North 73°20'57" West, a distance of 774.63' to a 1/2" iron pin with 6634 property cap;
- 3) North 73°41'39" West, a distance of 677.18' to the POINT OF BEGINNING, containing 522.55 acres, more or less.



STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

FILED FOR RECORD  
AT 115 O'CLOCK P M

JUL 06 2020



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

327673

**328304**

**SECOND AMENDED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY – PHASE 3**

**STATE OF TEXAS                   §  
  §    KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF CORYELL         §  
COUNTY OF HAMILTON       §**

THIS Second Amended Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the real property more particularly described below and desires to develop thereon a residential subdivision; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 25, 2020, Declarant filed Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 in Coryell County, Texas under Instrument Number 327355 and in Hamilton County, Texas under Instrument Number 20201117; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, on July 6, 2020, Declarant filed of record the First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Rio Escondido Subdivision to Annex Property – Phase 2 under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell

County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision;

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

NOW THEREFORE, the Declarant declares that the real property known as Rio Escondido Phase 3, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas and any other supplemental declarations filed of record.

## ARTICLE I Definitions

Section 1. Any words not defined in this Second Amended Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this Second Amended Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 539.836 acres that the Declarant is developing, known as Rio Escondido Phase 3, which includes 43 lots and is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.



(c) "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(d) "First Amended Supplemental Declaration" shall mean and refer to this First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 2 filed of record under Instrument Number 327673 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201201 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(e) "Second Amended Supplemental Declaration" shall mean and refer to this Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 3.

## **ARTICLE II**

### **Incorporation of Additional Property**

Section 1. Additional Property. The 539.836 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 3 which includes 43 lots is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this Second Amended Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

## **ARTICLE III**

### **General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Second Amended Supplemental Declaration and the Original Declaration, the Supplemental Declaration, and the First Amended Supplemental Declaration, shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and

shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Second Amended Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.


Any other terms and conditions of the Original Declaration, the Supplemental Declaration, and the First Amended Declaration shall remain in full force and effect.

This Second Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision to Annex Property - Phase 3 shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 24 day of July 2020.

LSLP Evant, LLC, a Delaware limited liability company

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

By:   
Davy Roberts, Authorized Agent

STATE OF TEXAS

§

COUNTY OF CORVELL

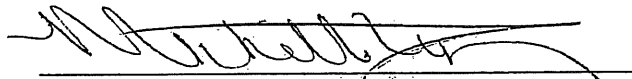
§

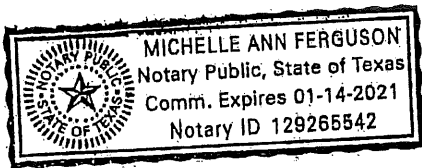
§

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Evant, LLC and that by authority duly given and as the act of LSLP Evant, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 24<sup>th</sup> day of July 2020.

  
\_\_\_\_\_  
Notary Public, State of Texas



**Rio Escondido Phase 3 Subdivision**

BEING A 539.836 ACRE TRACT LOCATED IN CORYELL AND HAMILTON COUNTY, TEXAS, BEING OUT OF THE H. GILLY SURVEY, ABSTRACT NO. 1259, HAMILTON COUNTY, AND THE H. GILLY SURVEY, ABSTRACT NO. 392, CORYELL COUNTY, TEXAS, AND FURTHER BEING OUT OF THE REMAINING PORTION OF A CALLED 2004.55 ACRE TRACT, AS SHOWN ON DOCUMENT FROM 9812 HOLDINGS, LLC TO LSLP EVANT, LLC, RECORDED IN VOLUME 550, PAGE 666 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, SAID 539.836 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

**BEGINNING** at a 1/2" iron pin set with a "Cuplin" cap at the northeast corner of Lot 42 of the Rio Escondido Phase 2 Subdivision, at an easterly, south corner of a called 15.856 acre non-exclusive road access and utility easement agreement document as shown recorded in Document No. 327674 of the Official Public Records of Coryell County also recorded in Document No. 20201200 of the Real Property Records of Hamilton County, Texas, being the northwest corner of Lot 1 of the Rio Escondido Phase 3 Subdivision, and also being a westerly, south corner of a called 13.497 acre tract as surveyed this day, being a proposed non-exclusive road access and utility easement agreement, along the east line of said Rio Escondido Phase 2 and being a northwesterly corner hereof, having a northing of 10,516,619.34UsFt, and an easting of 2,987,652.47UsFt. of the Texas Coordinate System, Central Zone, Grid;

**THENCE** North 09°15'46" West, along the east line of said 15.856 acre tract, the west line of said 13.497 acre tract, the east line of said Rio Escondido Phase 2 Subdivision, and a west line hereof, a distance of 60.00' to a 1/2" iron pin set with "Cuplin" cap;

**THENCE** continuing over and across said 2004.55 acre tract, along the northerly line of said 13.497 acre tract and hereof, the following courses and distances;

- 1) North 80°51'51" East, a distance of 49.35' to a 1/2" iron pin set with "Cuplin" cap;
- 2) Along a curve to the right having an arc length of 25.85', a radius of 330.00', a chord bearing of North 84°27'24" East, and a chord length of 25.85' to a 1/2" iron pin set with "Cuplin" cap;
- 3) North 86°42'04" East, a distance of 1000.09' to a 1/2" iron pin set with "Cuplin" cap;
- 4) Along a curve to the right having an arc length of 127.98', a radius of 330.00', a chord bearing of South 82°11'18" East, and a chord length of 127.18' to a 1/2" iron pin set with "Cuplin" cap;
- 5) South 71°04'40" East, a distance of 514.80' to a 1/2" iron pin set with "Cuplin" cap;
- 6) Along a curve to the right having an arc length of 51.69', a radius of 330.00', a chord bearing of South 66°35'27" East, and a chord length of 51.63' to a 1/2" iron pin set with "Cuplin" cap;
- 7) South 62°06'14" East, a distance of 118.51' to a 1/2" iron pin set with "Cuplin" cap;

- 8) North 27°53'46" East, departing said 13.497 acre tract, a distance of 430.88' to a 1/2" iron pin set with "Cuplin" cap along the north line of said 2004.55 acre tract, along the south line of a called 5632.37 acre remainder tract as shown on document to 9812 Holdings, LLC, in Document No. 314007 of the Official Public Records of Coryell County, Texas, from whence a found 5" metal pipe post for corner as called out in subject deed bears South 85°59'59" West, a distance of 1436.61';

**THENCE** along the south line of said 5632.37 acre remainder tract, the north line of said 2004.55 acre tract, and hereof, the following courses and distances

- 1) North 85°59'59" East, a distance of 360.59' to a 1/2" iron pin found with "6334" cap;
- 2) South 89°23'33" East, a distance of 2159.20' to a 1/2" iron pin found with "6334" cap;
- 3) South 88°13'02" East, a distance of 555.89' to a 1/2" iron pin found with "6334" cap;
- 4) South 36°30'30" East, a distance of 670.82' to a 1/2" iron pin found with "6334" cap;
- 5) South 81°00'38" East, a distance of 1807.52' to a 1/2" iron pin found with "6334" cap along the westerly line of a called 116.89 acre tract as shown on document to Daniel M. Gorlick in Document No. 278145 of the Official Public Records of Coryell County, Texas, being a northeast corner of said 2004.55 acre tract, and a northeast corner hereof;

**THENCE** South 17°14'51" West, along a westerly line of said 116.89 acre tract, a easterly line of said 2004.55 acre tract, and an easterly line hereof, a distance of 1120.80' to a 4" metal pipe post for corner as called out in subject deed, at the southwest corner of said 116.89 acre tract;

**THENCE** South 72°35'12" East, along the south line of said 116.89 acre tract, a northerly line of said 2004.55 acre tract, and a northerly line hereof, a distance of 1097.99' to a point for corner near the approximate centerline of the Langford Branch Creek at the northeast corner hereof, from whence a found 1/2" iron pin found with "6334" cap at the northeast corner of said 2004.55 acre tract bears South 72°35'12" East, a distance of 316.22';

**THENCE** with the approximate centerline of said Lanford Branch Creek and along the southeasterly line hereof, the following courses and distances;

- 1) South 39°39'36" West, a distance of 139.09' to a point for corner;
- 2) South 23°58'42" West, a distance of 167.77' to a point for corner;
- 3) South 29°04'02" West, a distance of 101.57' to a point for corner;
- 4) South 34°59'19" West, a distance of 162.35' to a point for corner;
- 5) South 60°32'02" West, a distance of 70.63' to a point for corner;
- 6) South 51°44'44" West, a distance of 111.22' to a point for corner;
- 7) South 42°33'32" West, a distance of 158.70' to a point for corner;
- 8) South 57°50'51" West, a distance of 155.65' to a point for corner;
- 9) South 51°20'28" West, a distance of 226.19' to a point for corner;
- 10) South 68°22'50" West, a distance of 241.07' to a point for corner;
- 11) South 81°23'01" West, a distance of 119.64' to a point for corner;
- 12) South 64°11'51" West, a distance of 72.37' to a point for corner;
- 13) South 68°45'25" West, a distance of 98.82' to a point for corner;
- 14) North 65°37'56" West, a distance of 164.31' to a point for corner;
- 15) North 63°11'29" West, a distance of 143.96' to a point for corner;
- 16) North 78°15'50" West, a distance of 109.48' to a point for corner;
- 17) North 77°54'58" West, a distance of 205.09' to a point for corner;
- 18) South 82°44'47" West, a distance of 163.06' to a point for corner;
- 19) North 84°48'20" West, a distance of 121.71' to a point for corner;


- 20) North 74°19'07" West, a distance of 106.60' to a point for corner;
- 21) North 60°14'23" West, a distance of 207.40' to a point for corner;
- 22) North 45°39'34" West, a distance of 100.37' to a point for corner;
- 23) North 56°04'21" West, a distance of 158.17' to a point for corner;
- 24) North 66°25'59" West, a distance of 136.28' to a point for corner;
- 25) North 62°55'18" West, a distance of 145.02' to a point for corner;
- 26) North 71°23'44" West, a distance of 91.55' to a point for corner;
- 27) North 73°29'42" West, a distance of 76.11' to a point for corner;
- 28) North 63°56'28" West, a distance of 43.57' to a point for corner;
- 29) North 35°35'56" West, a distance of 42.23' to a point for corner;
- 30) North 67°10'23" West, a distance of 71.63' to a point for corner;
- 31) North 87°23'10" West, a distance of 97.30' to a point for corner;
- 32) South 82°21'10" West, a distance of 93.10' to a point for corner;
- 33) South 59°26'25" West, a distance of 102.32' to a point for corner;
- 34) South 32°54'29" West, a distance of 65.57' to a point for corner;
- 35) South 35°12'32" West, a distance of 60.01' to a point for corner;
- 36) South 47°53'31" West, a distance of 101.58' to a point for corner;
- 37) South 15°55'26" West, a distance of 113.92' to a point for corner;
- 38) South 20°03'42" West, a distance of 104.22' to a point for corner;
- 39) South 22°22'33" East, a distance of 63.38' to a point for corner;
- 40) South 58°33'24" East, a distance of 113.29' to a point for corner;
- 41) South 59°09'58" East, a distance of 164.80' to a point for corner;
- 42) South 35°12'23" East, a distance of 77.90' to a point for corner;
- 43) South 16°28'06" East, a distance of 195.05' to a point for corner;
- 44) South 15°33'28" East, a distance of 140.50' to a point for corner;
- 45) South 04°02'52" West, a distance of 96.44' to a point for corner;
- 46) South 18°08'49" West, a distance of 85.10' to a point for corner;
- 47) South 32°43'07" West, a distance of 110.20' to a point for corner;
- 48) South 25°08'08" West, a distance of 207.01' to a point for corner;
- 49) South 43°24'02" West, a distance of 67.70' to a point for corner;
- 50) South 69°25'13" West, a distance of 187.48' to a point for corner;
- 51) South 58°20'56" West, a distance of 98.87' to a point for corner;
- 52) South 36°50'49" West, a distance of 160.11' to a point for corner;
- 53) South 20°04'12" West, a distance of 152.96' to a point for corner;
- 54) South 26°52'36" West, a distance of 147.72' to a point for corner;
- 55) South 32°40'30" West, a distance of 78.30' to a point for corner;
- 56) South 37°58'47" West, a distance of 121.13' to a point for corner;
- 57) South 27°17'57" West, a distance of 77.32' to a point for corner along the northerly line of called 435 acre tract as shown on document to 4A Cowhouse Ranch, LP in Document No. 258400 of the Official Public Records of Coryell County, Texas, along a southerly line of said 2004.55 acre tract, and being the southeast corner hereof, from whence a found 1/2" iron pin found with "6334" cap at the southeast corner of said 2004.55 acre tract bears South 72°48'13" East, a distance of 3528.05';

**THENCE** North 72°48'13" West, along a northerly line of said 435.33 acre tract, a southerly line of said 2004.55 acre tract, and hereof, a distance of 2090.19' to a found 6" metal pipe post at the northwest corner of said 435.33 acre tract, an interior corner of said 2004.55 acre tract, at an easterly corner of said Rio Escondido Phase 2 Subdivision and being a southwest corner hereof;

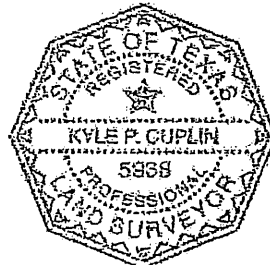
**THENCE** along the east line of said Rio Escondido Phase 2 Subdivision and the westerly line hereof, the following courses and distances:

- 1) North 25°23'10" West, a distance of 1629.15' to a 1/2" iron pin set with "Cuplin" cap;
- 2) North 40°41'26" West, a distance of 373.28' to a 1/2" iron pin set with "Cuplin" cap;
- 3) Along a curve to the right having an arc length of 50.36', a radius of 300.00', a chord bearing of North 35°59'45" West, and a chord length of 50.30' to a 1/2" iron pin set with "Cuplin" cap;
- 4) North 31°11'12" West, a distance of 129.28' to a 1/2" iron pin set with "Cuplin" cap;
- 5) Along a curve to the right having an arc length of 64.27', a radius of 300.00', a chord bearing of North 25°02'57" West, and a chord length of 64.15' to a 1/2" iron pin set with "Cuplin" cap;
- 6) North 18°54'43" West, a distance of 310.60' to a 1/2" iron pin set with "Cuplin" cap;
- 7) North 20°14'14" West, a distance of 226.71' to a 1/2" iron pin set with "Cuplin" cap;
- 8) Along a curve to the left having an arc length of 36.69', a radius of 300.00', a chord bearing of North 23°44'28" West, and a chord length of 36.67' to a 1/2" iron pin set with "Cuplin" cap;
- 9) North 27°14'42" West, a distance of 273.29' to a 1/2" iron pin set with "Cuplin" cap;
- 10) Along a curve to the right having an arc length of 100.73', a radius of 300.00', a chord bearing of North 17°37'35" West, and a chord length of 100.25' to a 1/2" iron pin set with "Cuplin" cap;
- 11) North 08°00'28" West, a distance of 330.55' to a 1/2" iron pin set with "Cuplin" cap;
- 12) North 09°28'10" West, a distance of 196.33' to a 1/2" iron pin set with "Cuplin" cap;
- 13) Along a curve to the left having an arc length of 79.86', a radius of 300.00', a chord bearing of North 17°05'46" West, and a chord length of 79.63' to a 1/2" iron pin set with "Cuplin" cap;
- 14) North 24°43'21" West, a distance of 338.00' to a 1/2" iron pin set with "Cuplin" cap;
- 15) Along a curve to the left having an arc length of 56.44', a radius of 300.00', a chord bearing of North 30°06'45" West, and a chord length of 56.36' to a 1/2" iron pin set with "Cuplin" cap;
- 16) North 35°30'09" West, a distance of 102.99' to a 1/2" iron pin set with "Cuplin" cap;
- 17) Along a curve to the right having an arc length of 157.40', a radius of 308.89', a chord bearing of North 20°42'53" West, and a chord length of 155.70' to the **POINT OF BEGINNING**, containing 539.836 acres, more or less.

I hereby certify that this survey was performed on the ground and was surveyed by me and or under my direct supervision. The Basis of Bearings are to Texas Coordinate System, Central Zone, all coordinates listed are in Grid, US Feet. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.

  
\_\_\_\_\_  
Kyle P. Cuplin  
Registered Professional Land Surveyor No. 5938

Dated: 7/22/2020

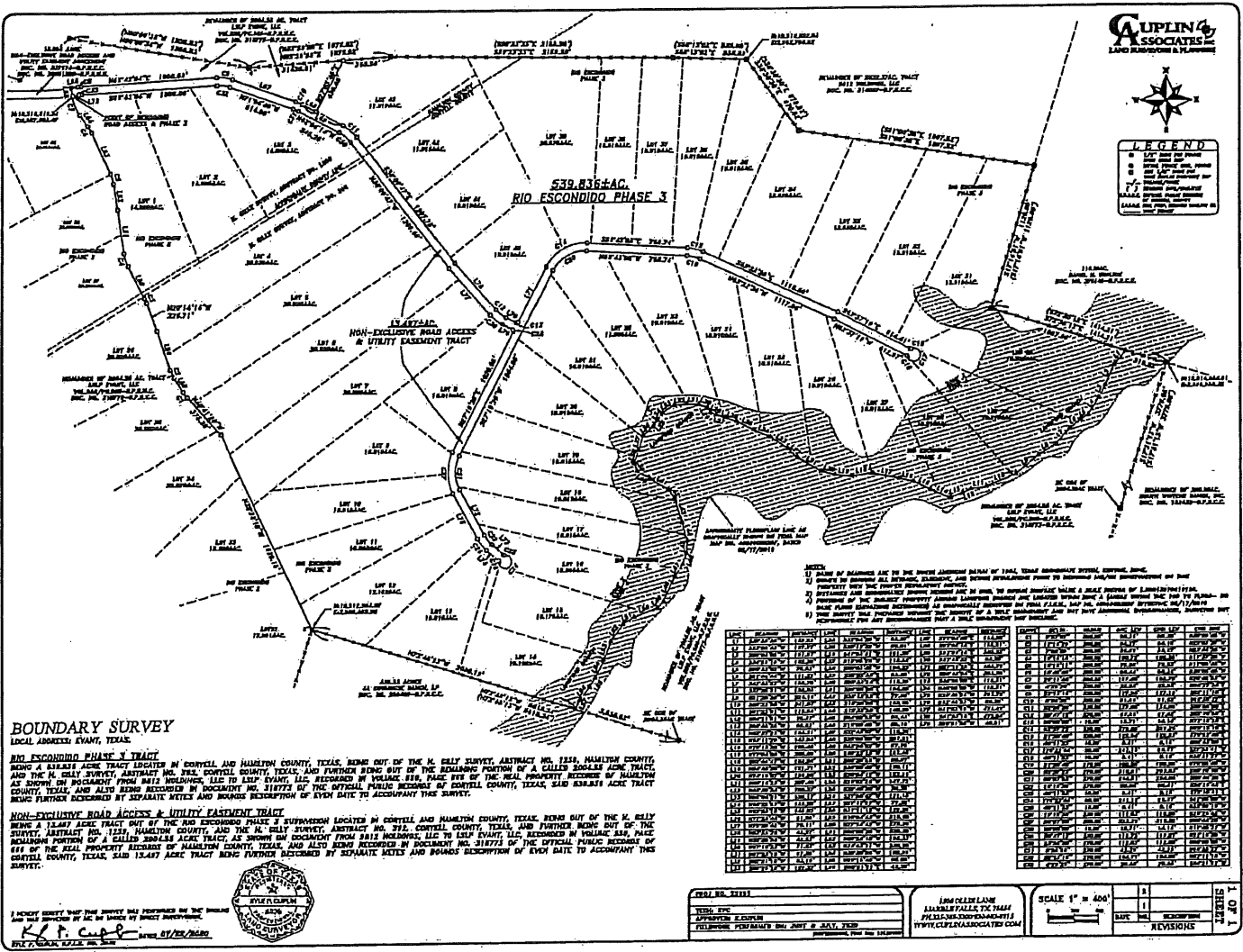


1500 Ollie Lane, Marble Falls, Texas 78654  
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900  
[www.cuplinassociates.com](http://www.cuplinassociates.com)



**LEGEND**

- 1. Lot and Block
- 2. Survey Boundary
- 3. Survey Boundary
- 4. Survey Boundary
- 5. Survey Boundary
- 6. Survey Boundary
- 7. Survey Boundary
- 8. Survey Boundary
- 9. Survey Boundary
- 10. Survey Boundary



**BOUNDARY SURVEY**  
LOCAL ADDRESS EVANT, TEXAS

**RIO ESCONDIDO PHASE 3 TRACT**  
BEING A 539.836± AC. TRACT LOCATED IN CORWELL AND HAMILTON COUNTY, TEXAS, BEING OUT OF THE N. BILLY SURVEY, ABSTRACT NO. 1234, HAMILTON COUNTY, TEXAS, AND THE N. BILLY SURVEY, ABSTRACT NO. 1234, CORWELL COUNTY, TEXAS, AND FURTHER BEING OUT OF THE REMAINDER PORTION OF A CALLED SODAS ACRES TRACT, AS SHOWN ON DOCUMENT FROM 2015 HOLDING, LIE TO LEE EVANT, LLC, RECORDED IN VOLUME 218, PAGE 878 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORWELL COUNTY, TEXAS, SAID SODAS ACRES TRACT BEING FURTHER DESCRIBED BY SEPARATE NOTES AND BEING DESCRIBED IN EVERY DATE TO ACCOMPANY THIS SURVEY.

**NON-EXCLUSIVE ROAD ACCESS & UTILITY EASEMENT TRACT**  
BEING A 13.5± AC. TRACT OUT OF THE RIO ESCONDIDO PHASE 3 SUBDIVISION LOCATED IN CORWELL AND HAMILTON COUNTY, TEXAS, BEING OUT OF THE N. BILLY SURVEY, ABSTRACT NO. 1234, HAMILTON COUNTY, TEXAS, AND FURTHER BEING OUT OF THE REMAINDER PORTION OF A CALLED SODAS ACRES TRACT, AS SHOWN ON DOCUMENT FROM 2015 HOLDING, LIE TO LEE EVANT, LLC, RECORDED IN VOLUME 218, PAGE 878 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS, AND ALSO BEING RECORDED IN DOCUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORWELL COUNTY, TEXAS, SAID 13.5± AC. TRACT BEING FURTHER DESCRIBED BY SEPARATE NOTES AND BEING DESCRIBED IN EVERY DATE TO ACCOMPANY THIS SURVEY.



DATE: 07/24/2020	SCALE: 1" = 400'
TITLE: BOUNDARY SURVEY	REVISIONS:
DRAWN BY: KYLE PETERSON	DATE: 07/24/2020
CHECKED BY: [Signature]	DATE: 07/24/2020
APPROVED BY: [Signature]	DATE: 07/24/2020

STATE OF TEXAS  
COUNTY OF CORWELL  
I, Barbara Simpson, County Clerk in and for  
Corwells County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Corwells County Public  
Records and of the time and date as stamped  
hereon by me.

FILED  
AT 11:45 O'CLOCK A.M.

JUL 24 2020



BARBARA SIMPSON, CLERK  
CORWELL COUNTY, TEXAS  
*Barbara Simpson*

*Barbara Simpson*  
COUNTY CLERK, CORWELL CO., TEXAS

EXHIBIT "B" 328304