

**Milam County  
Jodi Morgan  
Milam County Clerk**

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**Instrument Number:** 2236

Real Property eRecording

DECLARATION

Recorded On: May 20, 2021 10:07 AM

Number of Pages: 17

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**" Examined and Charged as Follows: "**

Total Recording: \$86.00

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

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

**File Information:**

Document Number: 2236  
Receipt Number: 20210520000002  
Recorded Date/Time: May 20, 2021 10:07 AM  
User: Annisha W  
Station: Clerk Station

**Record and Return To:**

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Pharr TX



STATE OF TEXAS  
COUNTY OF MILAM

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

Jodi Morgan  
Milam County Clerk  
Milam County, TX

A handwritten signature in cursive script that reads "Jodi Morgan".

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS    §  
   §  
   §                    KNOW ALL BY THESE PRESENTS:  
COUNTY OF MILAM    §  
   §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“*Declaration*”) is made on the date hereinafter set forth by **Cameron Ranch Partners, LP**, a Texas limited partnership (“*Declarant*”).

R E C I T A L S

- A.     Declarant is presently the sole owner of certain real property located in Milam County, Texas, consisting of approximately 408.48 acres described by metes and bounds in the attached **Exhibit “A”** (referred to herein as the “*Property*”).
- B.     Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth.
- C.     Declarant desires to create and carry out a plan for the improvement, development, and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property, except Tract 6, shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**Article I  
DEFINITIONS**

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

1.01 **Architectural Committee.** “*Architectural Committee*” means the committee created pursuant to these Restrictions to review and approve plans for the construction of Improvements upon the Property.

1.02 **Architectural Committee Rules.** “*Architectural Committee Rules*” means any rules and regulations adopted by the Architectural Committee, as may be amended from time to time.

1.03 **Declarant.** “*Declarant*” means Cameron Ranch Partners, LP, a Texas limited partnership, its duly authorized representatives, or their respective successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.04 **Declarant Control Period.** “*Declarant Control Period*” means the period of time lasting for so long as the Declarant is the Owner of or a lien holder on any Tract or other part of the Property.

1.05 **Declaration.** “*Declaration*” means this instrument as it may be amended from time to time.

1.06 **Improvement.** “*Improvement*” means every structure and all appurtenances thereto of every type and kind, including but not limited to, dwellings, buildings, outbuildings, barns, garages, storage buildings, manufactured homes, modular homes, parking areas, drives, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, planted trees and shrubs, poles, bollards, signs, exterior lighting equipment, exterior air conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, satellite dishes, and all facilities used in connection with water, sewer, on-site sewage disposal, gas, electric, telephone, television, or other utilities.

1.07 **Owner.** “*Owner*” or “*Owners*” means the person(s), entity or entities, including Declarant, holding a fee simple interest in any portion of the Property.

1.08 **Person.** “*Person*” or “*Persons*” means any individual(s), entity or entities having the legal right to hold title to real property.

1.09 **Plans.** “*Plans*” means any and all documents designed to guide or control the construction, erection, installation or placement of any Improvement.

1.10 **Restrictions.** The “*Restrictions*” means this Declaration, as may be amended from time to time, together with the Architectural Committee Rules.

1.11 **Tract.** “*Tract*” or “*Tracts*” means any parcel or parcels of land within the Property, together with all Improvements located thereon, as the Tracts are more particularly described as Tracts 1 through 37, except 6, by the attached **Exhibit “B”**.

**Article II**  
**ANNEXATION OF ADDITIONAL PROPERTY**

Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

**Article III**  
**GENERAL RESTRICTIONS**

3.01 **Permitted Uses.** The use of the Property shall be restricted as follows:

(a) Except as otherwise expressly provided in this Declaration, the Tracts within the Property may be used for any lawful residential or commercial use. Provided, HUD Code manufactured homes or modular homes as defined by Chapters 1201 or 1202 of the Texas Occupations Code, as amended, shall be deemed to qualify as permitted residential uses on Tracts 7 through 37, if they are not more than five (5) years old when placed on the Tract, but HUD code manufactured homes or modular homes shall not be deemed to qualify as permitted residential uses on Tracts 1 through 5. A Tract may be used for a mixture of residential and commercial purposes, and such mixed uses may be conducted in the same building or in multiple buildings.

(b) Notwithstanding any of the foregoing, no Tract nor any part of the Property shall be used for (i) a pawn shop; (ii) any sexually oriented business or pornographic business, such as but not limited to, x-rated movie, video or book sales, theatre or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service; (iii) any junk yard, salvage yard or storage facility for abandoned vehicles, abandoned boats or aircraft or vehicle parts; (iv) solid waste disposal sites, sanitary landfills, or dumping and incineration of garbage or refuse of any nature; (v) the smelting of iron, tin, zinc or other ore; (vi) any mineral refining facility or operations; (vii) a slaughterhouse; (viii) a kennel; or (ix) a confined animal feeding operation or any other commercial animal raising operation. Typical domestic pets such as dogs, cats, and caged birds may be kept on the Property. In addition, horses, cattle, sheep, goats or poultry shall also be allowed, but no roosters, pigs or swine shall be permitted.

3.02 **Temporary Structures.** No tent, shack, recreational vehicle used as a primary residence, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Committee.

3.03 **Unightly Articles.** No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Tract so as to be visible from adjoining property or from public thoroughfares. Without limiting the generality of the preceding sentence, inoperable motor vehicles shall not be allowed to remain on the Property.

3.04 **Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, and no Improvements related to such activities may be erected or maintained on any portion of the Property.

3.05 **Noise.** No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property so as to be audible beyond the boundaries of the Tract on which any such item is located.

3.06 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity.

3.07 **Setback Requirements.** The Architectural Committee shall prescribe or approve the setbacks of buildings and other Improvements from the property lines of a Tract during the process of reviewing the Plans for the Tract as described by Article IV below. Provided, no building shall be located closer than fifty (50) feet from a Tract boundary line without the express written approval of the Architectural Committee.

3.08 **General Maintenance of Tracts.** Each Owner shall maintain and care for all Improvements and all trees, foliage, plants, and lawns on such Owner's Tract and otherwise keep the Tract and all Improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area.

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

#### Article IV

#### ARCHITECTURAL COMMITTEE

4.01 **Reservation of Architectural Control.** Declarant, desiring to provide for the preservation of the value of the Property, for the benefit of the Property and each Owner thereof, hereby reserves the right and all rights to approve or disapprove as to:

(a) Compliance with any Restrictions imposed by Declarant or the Architectural Committee; and

(b) Design and location of Improvements which any Person seeks to commence, erect, place or maintain upon the Property.

4.02 **Appointment of Architectural Committee Members.** During the Declarant Control Period, Declarant shall appoint the Architectural Committee, which shall consist of one (1) to three (3) members who shall be natural persons and may be employed by Declarant or be a principal of the Declarant. All matters before the Architectural Committee shall be decided by majority vote of its members. In the event of death, incapacity or resignation of a member of the Architectural Committee, a successor for such member shall be appointed by the Declarant. After the end of the Declarant Control Period, or at such earlier time as Declarant may determine in its sole discretion, the Declarant may by written instrument recorded in the Official Public Records of Burleson and Milam Counties, Texas, appoint an Architectural Committee consisting of three (3) Owners of the Property who are willing to serve in such capacity. After any such appointment of Owners to serve in such capacity, in the event of death, incapacity or resignation of a member of the Architectural Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Committee.

4.03 **Submission of Plans to Architectural Control Architectural Committee.** No Improvement shall be commenced, erected or maintained upon any Tract after the purchase of any Tract from Declarant, nor shall any exterior addition to or change or alteration therein, other than normal maintenance, be made until the Plans showing the nature, kind, shape, height, materials and location of the same are submitted to and approved by the Architectural Committee. Plans shall be submitted to the Architectural Committee at least thirty (30) days prior to the commencement of any construction or modification or the placement of any Improvement on any Tract. Plans shall be submitted at Cameron Ranch Partners, LP, 3571 Far West Blvd, PMB 103, Austin, Texas 78731 or such other place as may from time to time be designated by the Declarant or the Architectural Committee by written instrument recorded in the Official Public Records of Burleson and Milam Counties, Texas; and the last instrument so recorded shall be deemed the proper address.

4.04 **Approval of Plans.** The Architectural Committee shall review the Plans and notify the Owner in writing of its approval or disapproval. If the Architectural Committee fails to approve or disapprove such Plans within thirty (30) days after the same has been submitted to it, they will be deemed to have been approved by the Architectural Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Architectural Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the Plans (if disapproved) and resubmit them for approval. No construction, installation, placement, alteration, change or modification shall commence until approval of the Architectural Committee is obtained. The Architectural Committee may approve any architectural deviation from these covenants and restrictions as the Architectural Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Architectural Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the Architectural

Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Architectural Committee of the Plans or its determination that the completed construction or modification has been constructed in accordance with the Plans shall be deemed to be an acknowledgment by the Architectural Committee that such are in accordance with this Declaration and such acknowledgment shall be binding against the Owners of the Tracts and the Property.

4.05 **Fees for Architectural Review.** The Architectural Committee Rules may provide for reasonable fees to cover the cost of the review of Plans and other related expenses that the Architectural Committee deems reasonable or necessary. Such fees must be paid as a condition of Plan review. Alternatively, the Architectural Committee Rules may provide for annual fees on each of the Tracts within the Property to cover the cost of the review of Plans and other related expenses that the Architectural Committee deems reasonable or necessary, and any such annual fees shall be an assessment against the Tract and the Owner and shall be secured by a lien therefor.

4.06 **Architectural Committee Members' Liability.** Neither Declarant, the Architectural Committee, nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting Plans for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any Plans. Any errors in or omissions from the Plans submitted to the Architectural Committee shall be the responsibility of the Owner of the Tract to which the Improvements relate, and the Architectural Committee shall have no obligation to check for errors in or omissions from any such Plans, or to check for compliance of such Plans with the general provisions of this Declaration, building or development codes, state statutes or the common law, whether the same relate to Tract lines, building lines, easements or any other issue.

## **Article V** **ENFORCEMENT**

5.01 **Strict Compliance Required.** Each Owner, by acquisition of any right, title or interest in any Tract, covenants and agrees to be bound by and to strictly comply with the provisions of these Restrictions (as the same may from time to time or at any time be hereafter amended). Each Owner must ensure that Owner and its family and other household members or occupants, and their respective guests, invitees, servants, agents, representatives, employees and tenants, and all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control, strictly comply with all applicable provisions of this Declaration, and such Owner is liable for all consequences of any such violation by any such parties.

5.02 **Enforcement.** Declarant or the Architectural Committee (or any Owner, except as otherwise provided in this Declaration) has the right to enforce observance and performance of these Restrictions and, in order to prevent a breach thereof or to enforce the observance or performance thereof, has the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Failure of Declarant or the Architectural Committee to enforce any of the provisions of this Declaration will in no event be deemed a waiver of the right to do so thereafter (including without

limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to the Declarant or the Architectural Committee for failure to enforce any provisions of this Declaration. Each right and remedy set forth in this Declaration is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided for or by law shall be without prejudice to the pursuit of any other right or remedy, and the failure to exercise any particular right or remedy shall not constitute a waiver of such right or remedy or any other right or remedy.

5.03 **Obligation for Payment of Costs and Expenses Resulting from Violations.** Each Owner found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Declaration is liable for payment to Declarant for, and to **indemnify and hold and save Declarant harmless** from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorneys' fees, incurred or attributable to any such violation(s), and must pay over to Declarant all sums of money which Declarant or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). Additionally, Declarant may assess reasonable fines against an Owner for violations of these Restrictions which have been committed by an Owner or for which Owner is responsible. All sums described in this Section 5.03 are assessed as an assessment, and are secured by the continuing lien established by Section 5.04 below.

5.04 **Lien for Assessments.** All sums assessed against any Tract pursuant to this Declaration are secured by a continuing lien on such Tract in favor of the Declarant. The recordation of this Declaration constitutes record notice and perfection of Declarant's continuing lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. Declarant's continuing lien is superior to all other liens or encumbrances on each Tract except: (a) a lien for real property taxes and other governmental assessments or charges on a Tract (a "**Tax Lien**") to the extent so required by law but not otherwise (it being the intent hereof that Declarant's continuing lien is superior to any Tax lien if permitted by law, including Section 32.05 of the Texas Tax Code); (b) a first lien securing payment of purchase money for a Tract, or a lien securing payment for work and materials used in constructing improvements on a Tract; (c) an extension of credit (commonly known as a home equity loan) made in accordance with and pursuant to Section 50(a)(6), Article XVI, of the Texas Constitution, as amended; (d) a reverse mortgage made in accordance with and pursuant to Section 50(a)(7), Article XVI, of the Texas Constitution, as amended; and (e) such other mortgages, deeds of trust, liens or other encumbrances to which Declarant may from time to time by written agreement specifically and expressly agree. Each Owner, by acquisition of any Tract within the Property, expressly grants to and vests in the Declarant (A) the right and power to bring all actions against each Owner, personally, for the collection of all delinquent assessments as a debt; (B) the right and power to foreclose Declarant's continuing lien for assessments by all methods for the enforcement of a mortgage, deed of trust or any contractual lien, including foreclosure by an action brought in the name of the Declarant either judicially or non-judicially by power of sale; and (C) a continuing power of sale in connection with the non-judicial foreclosure of Declarant's continuing lien for assessments as herein provided.



**Article VI**  
**EASEMENTS**

6.01 **Reserved Easements.** Declarant reserves the right and power, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public or private utility purposes (including without limitation, water, wastewater, gas, electricity, telephone and drainage), in favor of any Person, utility provider or utility contractor, as reasonably necessary along the boundary lines of any Tract. The utility providers furnishing service or other beneficiaries of the easements shall have the right to remove trees situated within the easements and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

6.02 **Installation and Maintenance.** There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress to and from all easements created under Section 6.01 above, or otherwise existing, in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, wastewater, gas, electric, and telephone lines and appurtenances thereto, as well as drainage facilities.

6.03 **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require.

**Article VII**  
**MISCELLANEOUS**

7.01 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2040, unless amended or terminated as herein provided. After December 31, 2040, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as set forth in Section 7.02 below.

7.02 **Amendment/Termination.** For so long as the Declarant owns any part of the Property, this Declaration may be amended by the recording in the Official Public Records of Burleson and Milam Counties, Texas of an instrument executed and acknowledged by the Declarant, setting forth the amendment. Thereafter, this Declaration may be amended or terminated by the recording in the Official Public Records of Burleson and Milam Counties, Texas of an instrument executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Property, plus the Declarant for so long as Declarant is a lien holder on any Tract or other part of the Property.

7.03 **Variances.** During the Declarant Control Period, Declarant may grant variances from strict compliance with the Restrictions, when in the opinion of the Declarant, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing. If a variance is granted, no violation of the covenants, conditions and restrictions contained in the Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the

Restrictions for any purpose except as to the particular property and particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification or amendment of the terms and provisions of the Restrictions.

7.04 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such Person to the Declarant.

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

7.06 **Exemption of Declarant.** Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee or any other Owner. This Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct any and alter drainage patterns and facilities, to construct any and all other types of Improvements, including without limitation utilities, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

7.07 **Assignment by Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights, and duties hereunder.

7.08 **Construction.** The provisions of these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration on May 14,  
2020. *[Signature]*

DECLARANT:

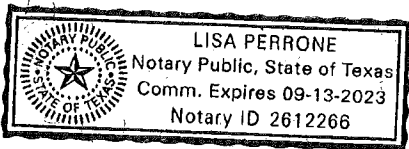
**Cameron Ranch Partners, LP,**  
a Texas limited partnership

By: Cameron Ranch Partners GP, LLC,  
a Texas limited liability company, General Partner

By: *[Signature]*  
Printed Name: George H. Kronenberg III  
Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF Travis   §

This instrument was acknowledged before me on May 14, 2021 by George H. Kronenberg III, the Manager of Cameron Ranch Partners GP, LLC, a Texas limited liability company, acting as General Partner of Cameron Ranch Partners, LP, a Texas limited partnership, on behalf of said limited partnership.



*[Signature]*  
Notary Public, State of Texas

**Consent of Lien Holder**

The undersigned ("Lien Holder"), being the current holder of a lien against the Property described in the foregoing Declaration of Covenants, Conditions and Restrictions ("Declaration") by virtue of the Deed of Trust recorded at Document No. 2021-835 of the Official Public Records of Milam County, Texas, hereby consents to the Declaration and agrees that no foreclosure of its lien shall extinguish the Declaration. The undersigned makes no representation or warranty, express or implied, of any nature whatsoever, to any present or future Owner of a Tract. Further, Declarant specifically agrees and acknowledges that (i) Lien Holder is not subject to assessments now, or in the future should Lien Holder be required to foreclose the lien against any portion of the Property and (ii) any and all assessments required under the Declaration are subordinate to the lien of Lien Holder and the lien of Lien Holder was perfected prior to any such assessments or lien for assessments.

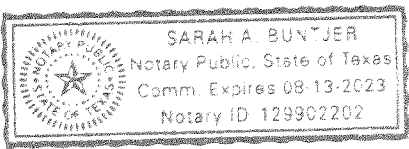
LIEN HOLDER:

**Independent Bank**

By: *Scott Daniels*  
Printed Name: Scott Daniels  
Title: VP

STATE OF TEXAS           §  
  §  
COUNTY OF Travis       §

This instrument was acknowledged before me on May 19, 2021, by Scott Daniels, acting as the VP of Independent Bank, on behalf of said Bank.



*S. A. Buntjer*  
Notary Public, State of Texas

**EXHIBIT "A"**

(Property description)

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Downstream Interests LLC Tract  
408.48 Acres

Sterrett Dobbins Survey  
Abstract No. 142

STATE OF TEXAS §

COUNTY OF MILAM §

**A METES & BOUNDS** description of a certain 408.48 acre tract situated in the Sterrett Dobbins Survey, Abstract No. 142 in Milam County, Texas, being all of a called 408 60/100 acre tract conveyed by Warranty Deed to M Rosenstein Properties, LLC recorded in File No. 2020-4890 of the Official Records of Milam County, said 408.48 acre tract being more particularly described as follows with all bearings based on the Texas Coordinate System of 1983, Central Zone;

**BEGINNING** at a found 5/8-inch iron rod marking the northwest corner of the herein described subject tract, being common with the northwest corner of said 408 60/100 acre tract, the northeast corner of a called 12.5 acre tract conveyed by General Warranty Deed to William Willy Templin recorded in Volume 1149, Page 82 of the Official Records of Milam County and being in the south right-of-way line of F.M. Highway 2095 (100-Foot Wide ROW, TxDOT ROW Map Control No. 1953-1-1) and being in a curve to the left;

**THENCE** along common line of said 408 60/100 acre tract and said south right-of-way line of F.M. Highway 2095, the following three (3) courses and distances:

1. Along said curve to the left, having a radius of 2914.45, an arc length of 231.04, a delta angle of 4°32'32", a chord bearing of South 68°49'34" East, and chord length of 230.98 to a found 5/8-inch iron rod from which a found 5/8-inch iron rod (with cap stamped "Carroll RPLS 2025") bears South 64°05'37" East, 1.83 feet;
2. South 71°05'57" East, 2503.14 feet to a found TxDOT Monument marking the beginning of a non-tangent curve to the right;
3. Along said non-tangent curve to the right, having a radius of 5780.06, an arc length of 49.89, a delta angle of 0°29'40", a chord bearing of South 70°33'40" East, and chord length of 49.89 to a found 5/8-inch iron rod (with cap stamped "Carroll RPLS 2025") marking the northeast corner of the herein described subject tract, being common with the northeast corner of said 408 60/100 acre tract, the northwest corner of a called 2.0 acre tract conveyed by Affidavit of Heirship to Harold Baker, Et Al recorded in File No. 2020-565 of the Official Records of Milam County and being in said south right-of-way line of F.M. Highway 2095;

**THENCE** South 16°13'58" West, along the common line of said 408 60/100 acre tract and said 2.0 acre Baker tract, 427.14 feet to a found 5/8-inch iron rod (with cap stamped "Carroll RPLS 2025") marking a northerly east corner of the herein described subject tract, being common with a northerly east corner of said 408 60/100 acre tract, the southwest corner of said 2.0 acre Baker tract and being in the north line of a called 2.0 acre tract conveyed to David Gann and Erna Mae Gann (Milam County CAD, no deed of record found);

**THENCE** along the common line of said 408 60/100 acre tract and said 2.0 acre Gann tract, the following three (3) courses:

1. North 69°19'54" West, 210.58 feet to a found 5/8-inch iron rod (with cap stamped "Carroll RPLS 2025");
2. South 14°56'08" West, 200.76 feet to a found 5/8-inch iron rod (with cap stamped "Carroll RPLS 2025");
3. South 69°24'29" East, 434.75 feet to a found 5/8-inch iron rod marking a northerly east corner of the herein described subject tract, being common with a northerly east corner of said 408 60/100 acre tract, the southeast corner of said 2.0 acre Gann tract, and being in the west line of a called 21.745 acre tract conveyed by Warranty Deed with Vendor's Lien to Harold Baker and Carolyn Baker recorded in Volume 1162, Page 524 of the Official Records of Milam County and in County Road 238A (Unknown Width);

**THENCE** South 15°34'02" West, in said County Road 238A and the east line of said 408 60/100 acre tract, 840.02 feet to a point-for-angle of the herein described subject tract, being common with the southwest corner of said 21.745 acre tract and the northwest corner of a called 51.193 acre tract conveyed by Warranty Deed with Vendor's Lien to Jason Manlove and wife, Virginia Manlove recorded in Volume 1161, Page 541 of the Official Records of Milam County and from which a found 5/8-inch iron rod bears South 75°57'02" East, 15.68 feet;

Downstream Interests LLC Tract  
408.48 Acres

Sterrett Dobbins Survey  
Abstract No. 142

THENCE South 15°27'27" West, continuing in said County Road 238A and the east line of said 408 60/100 acre tract, 4361.57 feet to a point-for-corner marking the southeast corner of the herein described subject tract, being common with the southeast corner of said 408 60/100 acre tract, and being in the intersection of said County Road 238A and County Road 238C (Unknown Width) and from which a set 5/8-inch iron rod (with cap stamped "Jones|Carter Reference") bears North 18°25'35" West, 53.23 feet;

THENCE North 73°21'36" West, along the south line of said 408 60/100 acre tract and in said County Road 238C, 3083.23 feet to a point-for-corner marking the southwest corner of the herein described subject tract, being common with the southwest corner of said 408 60/100 acre tract, and being in said County Road 238C;

THENCE North 15°32'08" East, along the west line of said 408 60/100 acre tract, passing at 28.04 feet a found 1/2-inch iron rod (with cap stamped "TLS 6419") marking the southeast corner of a called 35.16 acre tract conveyed by Warranty Deed with Vendor's Lien to Roger Glenn King and wife, Jessica King recorded in Volume 1200, Page 542 of the Official Records of Milam County, continuing in all a total distance of 1085.15 feet to found 1/2-inch iron rod marking an angle of the herein described subject tract and being in the east line said 35.16 acre tract;

THENCE North 16°28'17" East, continuing along the west line of said 408 60/100 acre tract, 777.71 feet to a found 1/2-inch iron rod marking an angle of the herein described subject tract, being common with the northeast corner of said 35.16 acre tract and the southeast corner of a called 35.12 acre tract conveyed by Warranty Deed with Vendor's Lien to Don Randall Hughes and wife, Carrie Hughes recorded in Volume 1340, Page 779 of the Official Records of Milam County;

THENCE North 16°16'03" East, continuing along the west line of said 408 60/100 acre tract, 1112.31 feet to a found 1/2-inch iron rod (with cap stamped "RPLS 4748" marking an angle of the herein described subject tract, being common with the northeast corner of said 35.12 acre tract and the southeast corner of a called 12.5 acre tract conveyed by Deed to Clarence R. Pontruff recorded in Volume 379, Page 130 of the Deed Records of Milam County;

THENCE continuing along the west line of said 408 60/100 acre tract, the following two (2) courses and distances:

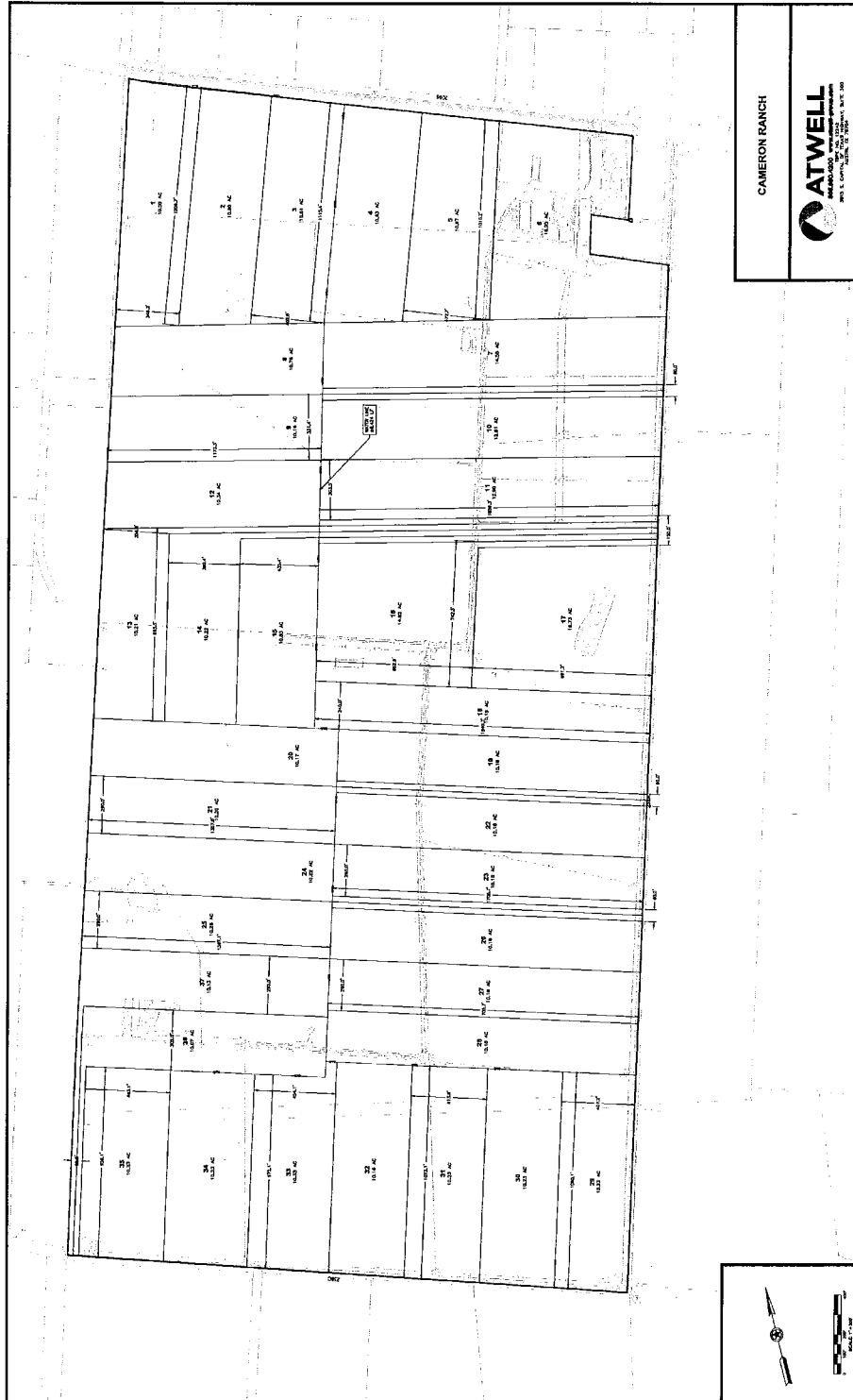
1. North 16°09'30" East, 224.14 feet to a found 1-inch iron pipe;
2. North 16°33'16" East, 2763.85 feet to the POINT OF BEGINNING, CONTAINING 408.48 acres of land in Milam County, Texas, as shown on Drawing No. 15414 filed in the offices of Jones|Carter in College Station, Texas.



**EXHIBIT "B"**

(Tract layout)





CAMERON RANCH

