



**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 Springwater Investments, LLC, a Texas limited liability company, 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.

## **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. 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 residential uses, provided that they are not more than five (5) years old when installed on the Tract. 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, subject to the approval of the Architectural Committee of the number of dwelling units that may be constructed or installed on the Tract and the provisions of Section 3.01(b) below.

(b) Only one (1) dwelling unit building shall be permitted on Tracts which are less than ten (10) acres in size. No more than two (2) dwelling units shall be permitted on Tracts which are ten (10) acres or more in size. Provided, this limitation on the number of dwelling units is not intended to prohibit the Architectural Committee from approving other buildings on a Tract which are accessory to the dwelling unit(s) or which are for other purposes.

(c) 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 subject to the following limitations: (i) no more than three (3) cattle on Tracts which are less than ten (10) acres in size, (ii) no more than six (6) cattle on Tracts which are ten (10) acres or more in size, and (iii) no more than fifteen (15) of such animals total on any Tract. No roosters, pigs or swine shall be permitted.

(d) Declarant intends to record a subdivision plat of the Property in the Official Public Records of Bastrop County. After recordation of the subdivision plat, no Tract within the subdivision plat may be further subdivided during the Declarant Control Period without the express written consent of the Declarant.

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 **Unsightly 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 **Hazardous Activities.** No activities shall be conducted on the Property and no Improvements constructed on the Property, which are or might be unsafe or hazardous to any person or property. No firearms or fireworks shall be discharged upon the Property.

3.05 **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.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

3.10 **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 Bastrop County, 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 Springwater Investments, 3201 Bee Caves Rd. Suite 120 (or P.O. Box 161763), Austin, Texas 78746 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 Bastrop County, 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 Bastrop County, 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 Bastrop County, 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 \_\_\_\_\_, 2020.

DECLARANT:

**Springwater Investments, LLC,**  
a Texas limited liability company

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

Printed Name: John H. Abraham

Title: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2020 by John H. Abraham, the Manager of Springwater Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
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. 201911959 of the Official Public Records of Bastrop 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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, acting as the \_\_\_\_\_ of Independent Bank, on behalf of said Bank.

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

**EXHIBIT A**

**PROPERTY DESCRIPTION**

Field Note Description for a **65.3311 acre tract (2,845,825 Square Feet)**, situated in the William McCutcheon Survey, A-242, Bastrop County, Texas and being out of a the same tract of land as conveyed to James H. & Dorothy A. Rabel in Volume 278, Page 640, Deed Records Bastrop County, Texas (D.R.B.C.T.), and also out of a called 1.229 acre tract of land as conveyed to James H. & Dorothy A. Rabel in volume 1393, Page 817, Document No. 200320668, Official Public Records of Bastrop County, Texas, the said **65.3311 acre tract (2,845,825 Square Feet)**, being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod found on the north Right-of-Way (R.O.W.) line of County Road (C.R.) 288, also known as Ott Road, same point being the west corner of a called 62.867 acre tract as conveyed to Billy G. & Martha P. Herschap in Volume 1471, Page 52, O.P.R.B.C.T., same point being the south corner of a called 1.229 acre tract of land as conveyed to James H. & Dorothy A. Rabel in Volume 1393, Pg. 817, Doc. No. 200320668, O.P.R.B.C.T., for the **"POINT OF BEGINNING"** of the herein described 65.3311 acre;

**THENCE** North 61°48'24" West, along and with the common boundary of north R.O.W. line of the said C.R. 288 (Ott Road), and the called 1.229 acre tract (James Rabel tract) and the herein described tract, a distance of 50.00 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** North 61°42'10" West, along and with the common boundary of north R.O.W. line of the said C.R. 288 (Ott Road), and the herein described tract, a distance of 72.68 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** North 61°56'10" West, along and with the common boundary of north R.O.W. line of the said C.R. 288 (Ott Road), and the herein described tract, a distance of 841.10 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** North 61°10'10" West, along and with the common boundary of north R.O.W. line of the said C.R. 288 (Ott Road), and the herein described tract, a distance of 629.67 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** North 61°23'10" West, along and with the common boundary of north R.O.W. line of the said C.R. 288 (Ott Road), and the herein described tract, a distance of 630.39 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** North 60°28'10" West, along and with the common boundary of north R.O.W. line of the said C.R. 288 (Ott Road), and the herein described tract, a distance of 378.97 feet to a 5/8 inch iron rod with orange plastic cap stamped "XDS" set for the west corner of the herein described 65.3311 acre tract;

**THENCE** North 18°32'32" East, along and with the common boundary of east R.O.W. line of the said C.R. 288 (Ott Road), and the herein described tract, a distance of 1,054.00 feet to a 5/8 inch iron rod with orange plastic cap stamped "XDS" set for the south corner of a called 44.15 acre tract as conveyed to Doyle Frerich in Document No. 201516758, O.P.R.B.C.T., same point being the west corner of a called 86.97 acre tract as conveyed to Siedel 2003 Irrevocable Trust in

Volume 1423, Page 549, Document No. 200405125, O.P.R.B.C.T., for the north corner of the herein described 65.3311 acre tract;

**THENCE** South 62°07'28" East, along and with the common boundary of the called 86.97 acres (Siedel 2003 Irrevocable Trust tract) and the herein described tract, a distance of 429.08 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** South 61°57'28" East, along and with the common boundary of the called 86.97 acres (Siedel 2003 Irrevocable Trust tract) and the herein described tract, a distance of 1,020.13 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** South 62°16'28" East, along and with the common boundary of the called 86.97 acres (Siedel 2003 Irrevocable Trust tract), continuing along at 187.99 feet passing a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 1753" found for the west property corner of a called 96.97 acre tract of land, as conveyed to Janell S. Reed in Volume 473, Page 406, Document No. 198707188, D.R.B.C.T., continuing along with the common boundary of the said 96.97 acres (Reed tract), in all a distance of 236.97 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** South 62°20'28" East, along and with the common boundary of the called 96.97 acre tract of land, (Reed tract), and the herein described tract, a distance of 423.10 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** South 61°41'28" East, along and with the common boundary of the called 96.97 acre tract of land, (Reed tract), and the herein described tract, a distance of 385.31 feet to a fence post for an internal corner of the herein described 65.3311 acre tract;

**THENCE** South 62°23'28" East, along and with the common boundary of the called 96.97 acre tract of land, (Reed tract), and the herein described tract, At distance of 224.83 passing an 5/8 inch iron rod for the north corner of a the said 1.229 acre tract, as described in Document No. 200320668, O.P.R.B.C.T., in all a distance of 274.83 feet to a 5/8 inch iron rod found for the east corner of the called 1.229 acres (James H. & Dorothy A. Rabel tract) same point being the east corner of the herein described 65.3311 acre tract;

**THENCE** South 27°39'32" West, along and with the common boundary of the called 1.229 acres (James H. & Dorothy A. Rabel tract) a distance of 1,070.81 feet to the **"POINT OF BEGINNING"** and containing within these metes & bounds **65.3311 acre tract (2,845,825 Square Feet)**, of land, more or less. (All bearings are based on The Texas Coordinate System, Central Zone 4203, NAD 83).

AFTER RECORDING, PLEASE RETURN TO:

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