

COVENANT FOR ROAD MAINTENANCE COSTS
FOR
HILLTOP SPRINGS RANCH ROAD

THIS COVENANT FOR ROAD MAINTENANCE COSTS (this "Covenant") is made this 15th day of May, 2018 (the "Effective Date"), by Richard Combs, a Manager of New Romey Land, LLC (the "Declarant").

RECITALS

This Covenant is filed with respect to certain real property located in Lampasas County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"). Declarant is the owner of the Property.

Declarant intends to develop the Property into approximately sixty six (66) separately identified lots (each a "Lot," and collectively the "Lots").

Declarant has constructed a certain twelve foot wide roadway known as Hilltop Springs Ranch Road within the access easement more particularly described on Exhibit B attached hereto and incorporated herein (the "Road") that will benefit the Lots.

Declarant desires to establish a plan and procedures for the maintenance, repair and replacement of the Road pursuant to the provisions of this Covenant.

NOW, THEREFORE, Declarant hereby declares that the Property is and will be held, used, occupied, improved, encumbered, leased, sold and conveyed subject to the covenants, conditions, restrictions and other terms of this Covenant. This Covenant will run with the title to the Property and be binding on any individual, corporation, partnership, limited liability company, trust or other entity (singularly a "Person," and collectively "Persons") having any right, title or interest in all or any portion of the Property, and each of their respective heirs, personal representatives, successors, transferees and assigns, and will inure to the benefit of each owner of any portion of the Property.

ARTICLE I
DESCRIPTION OF THE FUND AND VOTING RIGHTS

1.1. Purpose. "Fund" means Hilltop Springs Road Maintenance Fund, Inc., a Texas non-profit corporation. This Covenant is binding upon the Fund, its successors and assigns. The Fund is a means through which each owner, now holding all or part of the fee simple interest in any Lot, as well as anyone that may in the future have an interest in any portion of the Property (singularly, an "Owner," and collectively, the "Owners"), will contribute to the cost of maintaining, repairing, and replacing the Road. "Development Period" means the period of time beginning on the date when this Covenant has been recorded in the official record of real property of Lampasas County, Texas (the "Records"), and ending fifteen (15) years thereafter, unless earlier terminated by a recorded instrument executed by the Declarant. Throughout the Development Period, Declarant may adopt the governance documents of the Fund that will have a legal and binding effect on all Owners either in its capacity as Declarant or in the name of the Fund, including, without limitation, this Covenant,

the certificate of formation, the bylaws, and all other governing documents of the Fund, as each of the foregoing may be amended and supplemented from time to time (the "Governance Documents").

1.2. Organization. The Fund is a Texas nonprofit corporation created under the Texas Business Organizations Code (the "TBOC") by the filing of the certificate of formation. The Fund is charged with the duties and vested with the powers of a Texas nonprofit corporation. In addition, the Fund will have such rights, duties and powers as set forth in the Governance Documents and the Texas Property Code. The Fund shall continue to exist until it is terminated in accordance with the TBOC.

1.3. Membership.

(a) Owners as Members. Each Owner is a member (a "Member") by virtue of ownership of a Lot. If more than one Person owns a Lot, then the vote for such Lot will be exercised by the Person that the Owner designates in writing to the Fund. Membership rights of a legal entity may be exercised by any officer, director, partner, member or other individual that the Owner designates in writing to the Fund. Membership is appurtenant to and runs with the ownership of a Lot. Membership may not be severed from the ownership of the Lot or transferred, pledged or mortgaged, except together with the title to such Lot. Membership of an Owner terminates upon such Owner's divestment of its Lot.

(b) Declarant as Member. Until termination or expiration of the Development Period, the Declarant shall be a Member of the Fund and membership shall not be conditioned upon ownership of all or any portion of the Property.

1.5 Vote Allocation.

(a) Owners. Each Lot will be allocated one (1) vote to be exercised by the Owner of such Lot. If a Lot is re-subdivided into two (2) or more Lots, each Lot resulting from the re-subdivision will be entitled to one (1) vote, and each Lot will be subject to separate Assessments. If two (2) or more Lots are consolidated for any purpose including construction of a single residence thereon, then the Lot resulting from the consolidation will be entitled to one (1) vote and be subject to Assessments for two (2) Lots.

(b) Declarant. In addition to the votes to which Declarant is entitled by reason of Section 1.5(a), for every one (1) vote outstanding in favor of any Owner or entity other than Declarant, Declarant will have four (4) additional votes until the date Declarant no longer owns any portion of the Property.

ARTICLE II FUND OPERATIONS

2.1. Rights and Powers of the Fund. In addition to other rights set forth in this Covenant and the other Governance Documents, the Fund, acting through the Board unless a vote of the Members is otherwise specified, will have all the rights of a Texas non-profit corporation, including the following rights and powers:

- (a) Assessments. Levy and collect Assessments pursuant to Article 3 below.
- (b) Legal and Accounting Services. Retain and pay for legal, accounting and other professional services necessary for the proper operation of the Fund.
- (c) Contracts. Enter into contracts on such terms as the Board may determine for services relating to operations of the Fund or necessary and appropriate to the maintenance, repair or replacement of the Road.
- (d) The Fund shall have the right to do any and all acts necessary to facilitate the purposes of this Covenant.

ARTICLE III
ASSESEMENTS AND FINANCES

3.1. Purpose. The Fund shall be responsible and provide for the maintenance, repair and replacement of the Road. The Fund will use assessments (the "Assessments") paid by Owners to the Fund for payment of all third party, out-of-pocket costs and expenses incurred by the Fund in connection with the maintaining, repairing, and replacing the Road, managing and operating the Fund, maintaining insurance, and any other expenses reasonably related to the purpose of the Fund.

3.2. Obligation for Assessments. Assessments on a particular Lot commence on the first day an Owner acquires the Lot.

Personal Obligation. By accepting title to a Lot, each Owner covenants and agrees to pay all Assessments authorized in the Governance Documents. All Assessments, late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full; provided, an Owner shall not be liable for fees of a collection agent retained by the Fund except as provided in Tex. Prop. Code §209.0064. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of transfer.

No Owner may exempt himself or herself from liability for Assessments by non-use of the Road, abandonment of his or her Lot, or otherwise. All portions of the Property owned by Declarant or an affiliate of Declarant shall be exempt from the payment of Assessments.

3.3. Notice of Budgets and Assessments. All Assessments shall be levied equally among all Lots and shall be payable in the manner and at the times as the Board determines and Assessments for items which would be considered capital in nature may be payable in installments extending beyond the year in which the Assessments are approved. The Board shall send a copy or summary of the budget for Assessments, together with notice of the amount of Assessments to be levied pursuant to such budget to each Owner. The Board may revise the budget any time (including if sums collected prove inadequate for any reason, including for nonpayment of any Assessment), subject to the same notice requirements set forth in this Section 3.5.

3.4. Lien for Assessments. The Fund shall have a lien against each Lot to secure payment of Assessments, interest, late charges, and costs of collection (including reasonable attorneys' fees and expenses). Such lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments and other levies which by Texas law are superior, and (ii) the lien or charge of any recorded mortgage made in good faith and for value having priority over all other mortgages on the Lot.

Although no further action is required to create or perfect the lien, the Fund may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Fund at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Fund to execute and record any such document shall not affect the validity, enforceability or priority of the lien.

3.5. Enforcement of Lien. The Fund's lien may be foreclosed through judicial foreclosure proceedings, mediation ordered by a court pursuant to Sec. 154.028 of the Civil Practice and Remedies Code or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property, after compliance with the procedures set forth in Chapters 51 and 209 of the Tex. Prop. Code, if applicable. Each Owner hereby grants to the Fund a power of sale to be exercised in accordance with Tex. Prop. Code Section 51.002, as it may be amended. The Fund shall not foreclose its lien if the debt secured by the lien consists solely of (i) fines or attorneys' fees associated with fines, (ii) charges related to the compilation, production or reproduction of information requested pursuant to the Owner's right to inspect the Fund's books and records, or (iii) charges related to the cost of an election recount.

The Fund may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Fund following foreclosure, (i) no right to vote shall be exercised on the Lot's behalf; and (ii) each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged against such foreclosed Lot had it not been acquired by the Fund.

The Fund may sue an Owner or former Owner of a Lot for unpaid Assessments and other charges authorized in the Governance Documents without foreclosing or waiving the lien securing same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

3.6. Effect of Sale or Transfer. Sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any subsequent Assessments, except that a sale or transfer pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the Fund's lien for Assessments that became payable prior to such sale or transfer. A purchaser at a foreclosure sale or subsequent Owner of the foreclosed Lot shall not be personally liable for Assessments on such Lot due prior to such foreclosure. Notwithstanding the foregoing, a foreclosure of a Lot shall not extinguish the Fund's claim for unpaid Assessments against the former Owner of the Lot who was the Owner at the time such Assessments became payable.

ARTICLE IV SUBORDINATION OF LIEN TO LENDERS

The lien of the Assessments against a portion of the Property as permitted and provided for herein shall be subordinate to the lien of any mortgage or any purchase money mortgage against such portion of the Property. Sale or transfer of a portion of the Property shall not eliminate, affect, nor in any way lessen or limit the Assessment lien against such portion of the Property. However, the sale or transfer of a portion of the Property pursuant to the power of sale contained in any mortgage against such portion of the Property or deed conveyed in lieu of foreclosure thereof, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments against such portion of the Property as to payments which become due prior to such sale or transfer. No such sale or transfer, however, shall relieve such portion of the Property from liability for any Assessments thereafter becoming due or from the lien thereof, and the successor in interest in such circumstances shall pay all further Assessments.

ARTICLE V INSURANCE

The Fund may procure Party shall procure, and continue in force at all times, such insurance covering the Road and improvements and liabilities with respect to duties and obligations of the Fund pursuant to this Covenant, as the Board deems necessary or appropriate, which insurance costs will levied be assessed in accordance with Article 3 hereof as part of the Assessments.

ARTICLE VI GENERAL PROVISIONS

6.1. Duration of the Covenant. This Covenant shall be effective and remain in effect for 60 years from the date of recording. Thereafter, the Covenant shall be extended automatically for successive 10-year periods until at least sixty-seven percent (67%) of the total number of votes of the Fund, voting in person or by proxy at a meeting duly called for such purpose, sign and authorize the recordation in the records a document terminating the Covenant, in which case the Covenant will terminate on the date specified in the termination document.

6.2. Amendments.

(a) Amendment by Declarant. During the Development Period, this Covenant may be unilaterally amended, supplemented and/or restated by Declarant for any purpose without the consent of any other Person or Owner.

(b) Amendment by the Members. This Covenant may be amended by the Members upon the affirmative vote of at least sixty-seven percent (67%) of the total number of votes entitled to vote on the amendment, voting in person or by proxy at a meeting duly called for such purpose; provided, however, that during the Development Period, any amendment to this Covenant by the Members will be void and unenforceable without the written consent and acknowledgement of Declarant included with the recorded amendment.

6.3. Assignment of Declarant's Rights. Notwithstanding anything contained herein to the contrary, Declarant may assign to any Person or entity or terminate, temporarily or permanently, in

whole or in part, its rights as Declarant by executing a document assigning or terminating such rights that is recorded in the Records. There may be more than one Declarant if Declarant makes a partial assignment of the Declarant status. An Owner shall not, solely by the purchase of any portion of the Property, be deemed a successor or assign of Declarant under this Covenant or any of the Governance Documents unless such Owner is specifically so designated a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant and recorded in the Records.

6.4. Conflicts. If there are conflicts between or among any of the Governance Documents, then the Covenant, the certificate of formation, and bylaws in that order, shall control. If there is a conflict between the Governance Documents and any additional covenants (or the rules or policies adopted pursuant to any addition covenants) recorded on any property within the Property after the date that property is made subject to this Covenant, then the Governance Documents shall control.

6.5. Acceptance by Grantees. Each grantee of Declarant of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, and each subsequent grantee, accepts the same subject to all terms and covenants created by this Covenant. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any Person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

6.6. Notices. Any notice permitted or required to be given to any Person by this Covenant will be in writing and may be delivered either personally, by mail or electronically.

6.7. Indemnification by Owners. WITHOUT LIMITATION TO ANY OTHER DUTY OF INDEMNIFICATION SET FORTH HEREIN, EACH OWNER (OTHER THAN DECLARANT) SHALL INDEMNIFY, HOLD HARMLESS AND, UPON THE ELECTION OF THE INDEMNIFIED PARTY (AS HEREAFTER DEFINED), DEFEND THE DECLARANT, THE FUND, THE BOARD, AND EACH OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ASSIGNS (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CAUSES OF ACTION ARISING FROM OR IN CONNECTION WITH (i) THE EXERCISE OR FAILURE TO EXERCISE, OR THE USE OR MISUSE, OF ANY SUCH OWNER'S RIGHTS OR OBLIGATIONS CONTAINED IN THE GOVERNANCE DOCUMENTS, AND (ii) THE BREACH BY SUCH OWNER OF ANY PROVISION OF THE GOVERNANCE DOCUMENTS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has duly executed this Covenant on the day and year first above written.

DECLARANT:

New Rumley Ranch, LLC
a Texas Limited Liability Company

By: [Signature]
Name: Richard Grandy
Title: Manager

STATE OF TEXAS }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 15th day of May, 2018, by Richard Grandy, Manager of New Rumley Ranch, LLC, a Manager, on behalf of said limited liability company, for the purposes therein stated.



[Signature]
Notary Public, State of Texas
My commission expires: 09/04/2018

EXHIBIT A
THE PROPERTY
(See attached.)

Exhibit "A"
Legal Description

BEING 704.19-Acres, more or less, part of the W. Taylor Survey, Abstract No. 1681, the C. W. Beardon Survey, Abstract No. 1285, the C. W. Beardon Survey, Abstract No. 1376, the C. W. Beardon Survey, Abstract No. 1506, the S. Horrell Survey, Abstract No. 410, and the G. & B. N. Co. Survey, Abstract No. 253, in Lampasas County, Texas, and being a portion of that certain called 1162.65 acre tract described in EXHIBIT "A", in a deed to WAYNE HILL and ELAINE HILL, recorded in Volume 337, Page 530, Deed Records of Lampasas County, Texas. Said 704.19 acre tract is more particularly described by these metes and bounds as follows:

BEGINNING at a 3/8" rebar found, in the north line of F. M. Road No. 580, being the southwest corner of said 1162.65 acre tract, same being the southeast corner of that certain called 28.955 acre tract described in a deed to JOHN A. JOHNSTON and BONNIE MEYERS, recorded in Volume 399, Page 927, Deed Records of Lampasas County, Texas, for the southwest corner of this tract.

THENCE N 19° 39' 49" W, 1750.40 feet, with the west line of said 1162.65 acre tract (deed N 18° 28' 10" W, 1750.46 feet) same being the east line of said 28.955 acre tract, to a 1/2" rebar with aluminum disk found, being the southeast corner of that certain called 139.03 acre tract described in a deed to MARTHA PEARL SIMON LANGDON, recorded in Volume 361, Page 886, Deed Records of Lampasas County, Texas, being an exterior corner of said 1162.65 acre tract, same being the northeast corner of said 28.955 acre tract, for an exterior corner of this tract.

THENCE N 19° 42' 04" W, 1768.60 feet, continuing with the west line of said 1162.65 acre tract (deed N 18° 30' 38" W, 1769.04 feet) same being the east line of said 139.03 acre tract, to a 1/2" rebar found, in the south line of that certain called 193.34 acre tract described in a deed to HERON LIVING TRUST, recorded in Volume 387, Page 514, Deed Records of Lampasas County, Texas, being the northeast corner of said 139.03 acre tract, and being an exterior corner of said 1162.65 acre tract, for an exterior corner of this tract.

THENCE N 70° 04' 18" E, 1806.14 feet, with the south line of said 1162.65 acre tract (deed N 71° 16' 09" E, 1806.10 feet) same being the south line of said 193.34 acre tract, to a 6" wood fence post found, being the southeast corner of said 193.34 acre tract, for an interior corner of this tract.

THENCE N 19° 50' 18" W, 1868.94 feet, continuing with the west line of said 1162.65 acre tract (deed N 18° 38' 20" W, 1869.16 feet) same being the east line of said 193.34 acre tract, to a 1/2" rebar found, being the northeast corner of said 193.34 acre tract, same being the southeast corner of that certain called 172.264 acre tract described in a deed to BARNETT A. and CHRISTINE GROVES FAMILY TRUST, recorded in Volume 484, Page 327, Deed Records of Lampasas County, Texas, being an exterior corner of said 1162.65 acre tract, for an exterior corner of this tract.

THENCE N 19° 59' 38" W, 1441.99 feet, continuing with the west line of said 1162.65 acre tract (deed N 18° 48' 39" W, 1442.44 feet) same being the east line of said 172.264 acre tract, to a 1/2" rebar with cap marked "GOODSONS RPLS 4330" set, in the south line of that certain called 801.2 acre tract described in a deed to DINOSAUR LAKE RANCH, LP., recorded in Volume 447, Page 689, Deed Records of Lampasas County, Texas, being the northeast corner of said 172.264 acre tract, same being an exterior corner of said 1162.65 acre tract, for an exterior corner of this tract.

THENCE N 68° 20' 11" E, 770.74 feet, with the north line of said 1162.65 acre tract (deed N 69° 32' 40" E, 770.81 feet) same being the south line of said 801.2 acre tract, to a 1/2" rebar found, being the southeast corner of said 801.2 acre tract, same being an interior corner of said 1162.65 acre tract, for an interior corner of this tract.

THENCE N 21° 04' 00" W, 2739.28 feet, with the west line of said 1162.65 acre tract (deed N 19° 52' 38" W, 4203.75 feet) same being the east line of said 801.2 acre tract, to a point, being the southwest corner of that certain

called 458.144 acre tract, described in a deed to WILLIAM K. LEVENS and wife, ANGELA R. LEVENS, recorded in Volume 489, Page 323, Deed Records of Lampasas County, Texas, for the northwest corner of this tract.

THENCE over and across said 1162.65 acre tract, same being the south line of said 458.144 acre tract, for the following THIRTEEN (13), courses and distances:

- 1). N 72° 40' 37" E, at a distance of 3.95 feet passing a 60 penny nail found, and continuing in all 1008.22 feet, to a 1/2" rebar found;
- 2). N 26° 32' 20" E, 62.02 feet, to a 1/2" rebar found;
- 3). N 18° 12' 04" E, 551.19 feet, to a 1/2" rebar found;
- 4). N 58° 38' 27" E, 1552.46 feet, to a 1/2" rebar found;
- 5). N 25° 43' 26" E, 276.19 feet, to a 1/2" rebar found;
- 6). N 54° 17' 17" E, 496.10 feet, to a 1/2" rebar found;
- 7). N 44° 26' 57" E, 24.72 feet, to a 1/2" rebar found;
- 8). S 80° 49' 54" E, 354.42 feet, to a 1/2" rebar found;
- 9). N 71° 51' 32" E, 16.77 feet, to a 1/2" rebar found;
- 10). S 22° 04' 54" E, 915.06 feet, to a 1/2" rebar found;
- 11). N 64° 54' 14" E, 668.20 feet, to a 1/2" rebar found;
- 12). N 41° 03' 38" E, 16.84 feet, to a 1/2" rebar found; and
- 13). N 64° 34' 05" E, 843.75 feet, to a 1/2" rebar found, being an interior corner of said 458.144 acre tract, for the northeast corner of this tract.

THENCE continuing over and across said 1162.65 acre tract, with the east and south lines of said 458.144 acre tract, for the following FIFTEEN (15), courses and distances:

- 1). S 21° 32' 15" E, 2537.01 feet, to a 1/2" rebar found;
- 2). S 33° 02' 54" W, 309.53 feet, to a 1/2" rebar found;
- 3). S 68° 46' 18" W, 1594.75 feet, to a 1/2" rebar found;
- 4). S 78° 01' 16" W, 60.93 feet, to a 1/2" rebar found;
- 5). S 68° 51' 56" W, 195.74 feet, to a 1/2" rebar found;
- 6). S 59° 30' 33" W, 60.91 feet, to a 1/2" rebar found;
- 7). S 68° 46' 01" W, 1415.54 feet, to a 1/2" rebar found;
- 8). S 71° 03' 51" W, 74.39 feet, to a 1/2" rebar found;

- 9). S 12° 37' 43" W, 79.12 feet, to a 1/2" rebar found;
- 10). S 13° 46' 13" W, 3388.18 feet, to a 1/2" rebar found;
- 11). S 16° 43' 53" W, 72.22 feet, to a 1/2" rebar found;
- 12). S 28° 57' 17" E, 72.25 feet, to a 1/2" rebar found;
- 13). S 25° 52' 55" E, 3191.37 feet, to a 1/2" rebar found;
- 14). S 24° 27' 51" E, 265.27 feet, to a 1/2" rebar found; and
- 15). S 02° 27' 59" E, 56.77 feet, to a 1/2" rebar found, in the north line of said F. M. Road No. 580, and being in the south line of said 1162.65 acre tract, being the southwest corner of said 458.144 acre tract, for the southeast corner of this tract.

THENCE with the south line of said 1162.65 acre tract (deed S 58° 24' 08" W, 778.90 feet, Radius 2830.17 feet, Arc 248.56 feet, S 63° 26' 08" W, 639.33 feet, S 64° 38' 08" W, 1014.13 feet and Radius 2829.55 feet, Arc 251.01 feet) same being the north line of said F. M. Road No. 580, for the following FIVE (5), courses and distances:

- 1). S 57° 12' 11" W, 718.73 feet, to a 1/2" rebar found;
- 2). With a curve to the right, having a radius of 2830.17 feet, an arc distance of 248.53 feet, a central angle of 05° 01' 53" and a chord that bears S 59° 42' 18" W, 248.45 feet, to a 1/2" rebar found;
- 3). S 62° 14' 53" W, 639.31 feet, to a 1/2" rebar found;
- 4). S 63° 26' 40" W, 1013.90 feet, to a 1/2" rebar found; and
- 5). With a curve to the right, having a radius of 2829.55 feet, an arc distance of 250.95 feet, a central angle of 05° 04' 53" and a chord that bears S 65° 57' 05" W, 250.87 feet, to the POINT OF BEGINNING and Containing 704.19-ACRES.

172164

FILED FOR RECORD

12:00 pm
MAY 22 2018

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS
aj O'Donnell DEPUTY

THE STATE OF TEXAS }
COUNTY OF LAMPASAS }

I, Connie Hartmann CLERK OF THE

County Court in and for the County do hereby certify that the foregoing instrument

with its certificate of authentication was filed for
record in my office the 22nd day of May 1812:00 P.M.
and duly Recorded the 22nd day of May 1812:25 P.M.
deed Records of said County, in Vol. 542 on page 800-804

WITNESS my hand and seal of the County Court of said County, at office in Lampasas, Texas
the day and year last above written

Ajo Donnell Deputy Connie Hartmann Clerk
County Court of Lampasas County

172633

FILED FOR RECORD

1:30pm
JUN 25 2018

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS
Rebecca Steffe DEPUTY

THE STATE OF TEXAS }
COUNTY OF LAMPASAS }

I, Connie Hartmann CLERK OF THE

County Court in and for the County do hereby certify that the foregoing instrument

with its certificate of authentication was filed for
record in my office the 25th day of June 2018 at 1:30 o'clock P.M.
and duly Recorded the 25th day of June 2018 at 1:50 o'clock P.M.
deed Records of said County, in Vol. 544 on page 181-187

WITNESS my hand and seal of the County Court of said County, at office in Lampasas, Texas
the day and year last above written

Ajo Donnell Deputy Connie Hartmann Clerk
County Court of Lampasas County

EXHIBIT B

THE ROAD

(See attached.)



GOODSON SURVEYORS

RETAINING THE HISTORY OF
JERRY M. GOODSON, SURVEYOR

411 S. WESTERN AVE. (P.O. BOX 349) LAMPASAS, TX 76550
512-556-6885 FAX 512-556-6261 jerry@texps.com
TBPLS FIRM REGISTRATION NO. 10068100

(ROADWAY A, HILLTOP SPRINGS RANCH, AN UNRECORDED SUBDIVISION)

BEING a centerline description of a 60 foot wide Roadway Easement over and across that certain called 704.19 acre tract described in a deed to NEW RUMLEY RANCH, LLC. recorded in Volume 542, Page 800, Deed Records of Lampasas County, Texas. Said Roadway Easement being more particularly described by these metes and bounds as follows:

BEGINNING at a 60 penny nail set, in the south line of said 704.19 acre tract, same being the north line of F. M. ROAD NO. 580, and being in the approximate center of an existing gravel roadway for the south point of this easement, from which from which a 3/8" rebar found, being the southwest corner of said 704.19 acre tract, bears: S 64° 11' 37" W, 839.19 feet

THENCE, along and with the approximate center of said gravel road and being the center of this 60 foot wide Roadway Easement, marked with 60 penny nails set, for the following THIRTY EIGHT (38), courses and distances:

- 1). N 26° 33' 20" W, 23.10 feet;
- 2). With a curve to the left, having a radius of 178.74 feet, an arc length of 133.54 feet, a central angle of 32° 03' 20" and a chord that bears N 42° 28' 34" W, 130.46 feet;
- 3). N 61° 41' 08" W, 40.17 feet;
- 4). N 66° 38' 58" W, 338.97 feet;
- 5). With a curve to the right, having a radius of 261.08 feet, an arc length of 424.06 feet, a central angle of 21° 56' 44" and a chord that bears N 23° 19' 00" W, 378.96 feet;
- 6). N 21° 24' 31" E, 95.13 feet;
- 7). With a curve to the left, having a radius of 518.24 feet, an arc length of 150.05 feet, a central angle of 11° 03' 21" and a chord that bears N 16° 41' 36" E, 149.52 feet;
- 8). N 03° 37' 35" E, 486.17 feet;
- 9). With a curve to the right, having a radius of 549.38 feet, an arc length of 175.01 feet, a central angle of 10° 25' 45" and a chord that bears N 14° 01' 40" E, 174.27 feet;
- 10). N 26° 43' 26" E, at a distance of 280.07 feet, passing a 60 penny nail set at the intersection of the centerline of Roadway A, and the centerline of Roadway B, and continuing in all 351.99 feet;
- 11). With a curve to the left, having a radius 1785.26 feet, an arc length of 334.25 feet, a central angle of 03° 12' 34" and a chord that bears N 19° 20' 35" E, 333.77 feet;
- 12). N 11° 07' 23" E, 733.65 feet;
- 13). N 12° 37' 08" E, 216.34 feet;
- 14). N 11° 20' 43" E, 530.99 feet;
- 15). With a curve to the left, having a radius of 2248.02 feet, an arc length of 641.93 feet, a central angle of 02° 32' 55" and a chord that bears N 02° 15' 11" E, 639.75 feet;
- 16). With a curve to the left, having a radius of 2839.06 feet, an arc length of 566.82 feet, a central angle of 02° 01' 05" and a chord that bears N 10° 53' 02" W, 565.88 feet;
- 17). N 13° 09' 06" W, 1101.68 feet;
- 18). With a curve to the right, having a radius of 339.04 feet, an arc length of 281.69 feet, a central angle of 16° 53' 58" and a chord that bears N 11° 12' 29" E, 273.66 feet;
- 19). N 37° 24' 33" E, 148.46 feet;
- 20). N 40° 48' 25" E, 221.80 feet;




GOODSON SURVEYORS

RETAINING THE HISTORY OF
JERRY M. GOODSON, SURVEYOR

411 S. WESTERN AVE. (P.O. BOX 349) LAMPASAS, TX 76550
512-556-6885 FAX 512-556-6261 jerry@gtxps.com
TBPLS FIRM REGISTRATION NO. 10068100

- 21). With a curve to the right, having a radius of 735.08 feet, an arc length of 317.81 feet, a central angle of 07° 47' 40" and a chord that bears N 51° 30' 03" E, 315.34 feet;
- 22). N 64° 27' 13" E, 240.09 feet;
- 23). With a curve to the left, having a radius of 261.29 feet, an arc length of 238.12 feet, a central angle of 21° 55' 40" and a chord that bears N 42° 28' 01" E, 229.96 feet;
- 24). N 17° 06' 29" E, 232.96 feet;
- 25). N 16° 27' 07" E, 279.61 feet;
- 26). With a curve to the right, having a radius of 495.74 feet, an arc length of 163.16 feet, a central angle of 11° 33' 27" and a chord that bears N 28° 56' 19" E, 162.43 feet;
- 27). With a curve to the left, having a radius of 939.57 feet, an arc length of 188.77 feet, a central angle of 06° 05' 53" and a chord that bears N 32° 31' 47" E, 188.45 feet;
- 28). With a curve to the right, having a radius of 484.27 feet, an arc length of 248.65 feet, a central angle of 11° 49' 53" and a chord that bears N 13° 17' 16" E, 245.93 feet;
- 29). N 03° 15' 10" W, 93.37 feet;
- 30). N 07° 59' 05" W, 98.23 feet;
- 31). N 08° 45' 45" W, 171.02 feet;
- 32). N 07° 26' 13" W, 213.35 feet;
- 33). N 08° 28' 52" W, at a distance of 416.11 feet, passing a 60 penny nail set at the intersection of the centerline of Roadway A, with the centerline of Roadway C, and continuing in all 466.94 feet;
- 34). With a curve to the left, having a radius of 558.46 feet, an arc length of 358.20 feet, a central angle of 10° 15' 35" and a chord that bears N 25° 42' 20" W, 352.09 feet;
- 35). N 48° 31' 59" W, 659.45 feet;
- 36). With a curve to the right, having a radius of 3511.24 feet, at an arc distance of 121.57 feet, passing a 60 penny nail set at the intersection of the centerline of Roadway A, with the centerline of Roadway D, and continuing in all an arc length of 594.43 feet, a central angle of 01° 37' 54" and a chord that bears N 45° 38' 25" W, 593.73 feet; and
- 37). N 39° 18' 13" W, 425.93 feet, to a 60 penny nail set, in the north line of said 704.19 acre tract, same being the south line of that certain called 458.144 acre tract, described in a deed to WILLIAM K. LEVENS and wife, ANGELA R. LEVENS, recorded in Volume 489, Page 323, Deed Records of Lampasas County, Texas, for the terminus point of this easement, from which a 1/2" rebar found, being the northeast corner of said 704.19 acre tract, bears: N 74° 27' 07" E, 4031.23 feet.

Survey completed on the ground June 4, 2018. Basis of Bearings, as determined by G.P.S. Also reference accompanying Sketch of the Tract described hereon, which is made a part of this. This survey is accomplished along with 66 other tracts of land surveyed same completion date.


Mike W. Kriegel
Registered Professional
Land Surveyor No. 4330





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TBPLS FIRM REGISTRATION NO. 10068100

(ROADWAY B, HILLTOP SPRINGS RANCH, AN UNRECORDED SUBDIVISION)


BEING a centerline description of a 60 foot wide Roadway Easement over and across that certain called 704.19 acre tract described in a deed to NEW RUMLEY RANCH, LLC. recorded in Volume 542, Page 800, Deed Records of Lampasas County, Texas. Said Centerline Roadway Easement being more particularly described by these metes and bounds as follows:

BEGINNING at a 60 penny nail set, in the approximate center of an existing gravel roadway (Roadway A), with the approximate center of another gravel roadway, for the southwest point of this easement, from which a 3/8" rebar found, being the southwest corner of said 704.19 acre tract, bears: S 11° 39' 05" W, 2164.44 feet.

THENCE, along and with the approximate center of said gravel road and being the center of this 60 foot wide Roadway Easement, marked with 60 penny nails set, for the following SEVEN (7), courses and distances:

- 1). With a curve to the left, having a radius of **142.03 feet**, an arc length of **98.41 feet**, a central angle of **40° 20' 28"** and a chord that bears **N 83° 31' 24" E, 96.45 feet;**
- 2). **N 65° 15' 24" E, 137.57 feet;**
- 3). With a curve to the right, having a radius of **612.21 feet**, an arc length of **150.44 feet**, a central angle of **09° 21' 32"** and a chord that bears **N 71° 17' 53" E, 150.06 feet;**
- 4). With a curve to the right, having a radius of **231.15 feet**, an arc length of **192.59 feet**, a central angle of **24° 47' 13"** and a chord that bears **S 80° 23' 45" E, 187.06 feet;**
- 5). **S 59° 11' 56" E, 142.20 feet;**
- 6). With a curve to the left, having a radius **89.91 feet**, an arc length of **143.13 feet**, a central angle of **63° 43' 25"** and a chord that bears **N 73° 59' 07" E, 128.49 feet;** and
- 7). **N 25° 30' 25" E, 272.25 feet**, to a 60 penny nail set, for the terminus point of this easement, from which a 1/2" rebar found, being the northeast corner of said 704.19 acre tract, bears: N 74° 27' 07" E, 4031.23 feet.

Survey completed on the ground June 4, 2018. Basis of Bearings, as determined by G.P.S. Also reference accompanying Sketch of the Tract described hereon, which is made a part of this. This survey is accomplished along with 66 other tracts of land surveyed same completion date.


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(ROADWAY C, HILLTOP SPRINGS RANCH, AN UNRECORDED SUBDIVISION)

BEING a centerline description of a 60 foot wide Roadway Easement over and across that certain called 704.19 acre tract described in a deed to NEW RUMLEY RANCH, LLC. recorded in Volume 542, Page 800, Deed Records of Lampasas County, Texas. Said Centerline Roadway Easement being more particularly described by these metes and bounds as follows:

BEGINNING at a 60 penny nail set, in the approximate center of an existing gravel roadway (Roadway A), with the center of a proposed roadway, for the west point of this easement, from which a 3/8" rebar found, being the southwest corner of said 704.19 acre tract, bears: S 10° 23' 45" W, 9410.37 feet.

THENCE N 65° 09' 12" E, 2311.28 feet along and with the approximate center of said proposed roadway, to a 60 penny nail set, at the east end and terminus point of this easement, from which a 1/2" rebar found, being the northeast corner of said 704.19 acre tract, bears: N 14° 47' 12" E, 1715.07 feet.

Survey completed on the ground June 4, 2018. Basis of Bearings, as determined by G.P.S. Also reference accompanying Sketch of the Tract described hereon, which is made a part of this. This survey is accomplished along with 66 other tracts of land surveyed same completion date.


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TBPLS FIRM REGISTRATION NO. 10068100

(ROADWAY D, HILLTOP SPRINGS RANCH, AN UNRECORDED SUBDIVISION)

BEING a centerline description of a 60 foot wide Roadway Easement over and across that certain called 704.19 acre tract described in a deed to NEW RUMLEY RANCH, LLC. recorded in Volume 542, Page 800, Deed Records of Lampasas County, Texas. Said Centerline Roadway Easement being more particularly described by these metes and bounds as follows:

BEGINNING at a **60 penny nail set**, in the approximate center of an existing gravel roadway (Roadway A), with the center of a proposed roadway, for the west point of this easement, from which a 3/8" rebar found, being the southwest corner of said 704.19 acre tract, bears: S 05° 21' 36" W, 10,183.57 feet.

THENCE N 50° 32' 27" E, **1372.32 feet** along and with the approximate center of said proposed roadway, to a **60 penny nail set**, at the east end and terminus point of this easement, from which a 1/2" rebar found, being the northeast corner of said 704.19 acre tract, bears: N 68° 31' 40" E, 2388.07 feet.

Survey completed on the ground June 4, 2018. Basis of Bearings, as determined by G.P.S. Also reference accompanying Sketch of the Tract described hereon, which is made a part of this. This survey is accomplished along with 66 other tracts of land surveyed same completion date.


Mike W. Kriegel
Registered Professional
Land Surveyor No. 4330



174218

FILED FOR RECORD
10:30 AM
OCT 23 2018

GONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS
 DEPUTY

THE STATE OF TEXAS
COUNTY OF LAMPASAS



I, Connie Hartmann CLERK OF THE

County Court in and for the County do hereby certify that the foregoing instrument

with the certificate of authentication was filed for
record in my office the 23rd day of October 2018 at 10:30 o'clock A M
and duly Recorded the 23rd day of October 2018 at 10:45 o'clock A M
Deed Of Trust Records of said County, in Vol 356 on page 652-669

WITNESS my head and seal of the County Court of said County, at office in Lampasas, Texas
the day and year last above written

Rutha Neefe Deputy

Connie Hartmann Clerk
County Court of Lampasas County