 Well  Boundary

**Declaration of Restrictive Covenants of the
Apache Trace
Subdivision**

23 - 00411

Basic Information

Date: January 24, 2023

Declarant: Apache Trace LLC, a Texas Limited Liability Company

Declarant's Address:

1614 Sidney Baker, Ste 200
Kerrville, TX 78028
Kerr County, Texas

Property:

All that certain tract of parcel of land, lying and being situated in the County of Kerr, State of Texas as shown and described on that certain plat designated as "Apache Trace" according to the Plat to be recorded in County Clerk of the Official Public Records of Kerr County, Texas, on January 24, 2023.

Definitions

"Bed and Breakfast (B&B)" means an overnight lodging service renting rooms in the Main Residence or Guest Residence.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Apache Trace, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Living Area" means that area of a Residence which is heated and cooled, excluding porches, breezeways, carports, garages or basements.

"Lot" means each tract of land designated as a lot on the Plat.

"Skirting" a type of exterior trim that is installed around the foundation of a home.

“Owner” means every record Owner of a fee interest in a Lot.

"Plat" means the Final plat to be recorded in County Clerk File on January 24, 2023 of the Official Public Records of Kerr County, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence in exchange for consideration.

"Plat" means the Plat of the Property recorded in County Clerk File of the Official Public Records of Kerr County, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence in exchange for consideration.

"Main Residence" means a detached building designed for and used as a primary dwelling by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

“Guest Residence” means a detached building designed for and used as a secondary dwelling or home office by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

“Residence” means “Main Residence” and/or “Guest Residence”.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of uni-elated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, travel trailer, recreational vehicle, camper, motor home, house trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him or her to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement,

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Building Restrictions

1. No more than one Main Residence and one Guest Residence per Lot. Construction of the Main Residence shall be completed prior to or at substantially the same time as the Guest Residence.

2. The total area of the Living Area in a Main Residence must be at least 1200 square feet and the total Living Area in a Guest Residence must be at least 700 square feet.

3. A Residence shall not be occupied until the exterior thereof is completed and the plumbing is connected to either an On-Site Sewage Facility (OSSF) system (“septic system”) or other water disposal system in accordance with state laws and Kerr County local rules and regulations.

4. Modular home and barndominium construction is permitted.

a. All modular homes have to be set on a permanent foundation.

b. All modular homes must have a full skirting around the foundation of either rock, brick, or stucco.

c. All modular homes must have an attached front porch that is at least 160 square feet, and must have a full skirting that matches the rest of the home.

d. Outbuildings, barns, stables, pens, fences and other similar Structures may be constructed or erected on a Lot.

D. Setback Requirements

1. No Residence or Structure may be located within 50 feet from a boundary line between Lots, nor located within 100 feet from the centerline of any Public Roads within Apache Trace Subdivision. The setback requirements under this paragraph do not apply to entrance and other gates, fences, roadways, wells, well houses, septic systems, buried or overhead electric or telephone lines, buried utility lines, or buried fiber optic cable.

2. The setback requirements do not apply to a boundary line separating adjoining Lots owned by the same Owner, or a boundary line separating a Lot from land not subject to the Subdivision.

E. Use Restrictions

1. Lots shall be used and occupied by the Owners for Single Family residential purposes, Bed and Breakfast, or VRBO only. Use of Lots for any other professional, business or commercial purpose in which the general public is invited to enter the Property is prohibited.

2. No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project. In no event may an owner of a Lot have more than 6 pigs, hogs or swine.

3. Feedlot operations or commercial breeding of animals or fowl on any Lot is prohibited. Animals used for grazing a Lot or Lots while raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

4. Abandoned or inoperative equipment or Vehicles, and/or other things of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property to any Owner shall not be stored or maintained on any Lot. Owners are to keep their Lots clean and neat in appearance and free of litter at all times.

5. No lot shall be divided into a Lot containing less than five (5) acres.

6. No Hunting Blinds/Stands/Game Feeders shall be placed within 100 feet of the boundary of any other Lot unless the abutting Lot is owned by the same Owner.

7. Commercial hunting of wildlife is prohibited.

8. Any noxious or offensive activity which tends to cause embarrassment, discomfort, annoyance or nuisance to any Owner shall be prohibited within the Property.

9. Oil/gas drilling, development or refining, and mineral quarrying or mining operations of any kind are strictly prohibited on the Property.

10. The installation of storage of a mobile home or manufactured home is prohibited.

11. A travel trailer, motor home or recreational vehicle may not be used as a permanent Residence. Owners may temporarily install a travel trailer, recreational vehicle or motor home on

their Lot while the Main Residence is under construction, for a period not to exceed one year. While in use as a temporary residence, a travel trailer, recreational vehicle or motor home must be connected to an operational septic system that complies with all state laws and Kerr County local rules and regulations.

12. Hunting wildlife is restricted to bow and arrow, or crossbow only for Owners with less than 10 contiguous acres.

13. A travel trailer, recreational vehicle or motor home may be used as a Guest Residence for no more than 7 days in a month.

14. Eighteen-wheeler vehicles and other larger commercial vehicles are prohibited from parking along any public roads within Apache Trace subdivision.

F. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of 20 years. Thereafter this Declaration automatically continues for successive terms of 20 years each, unless within 6 months before the end of a term 75 percent of the Owners of the Lots vote not to extend the term by a written instrument executed by the Owners..

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

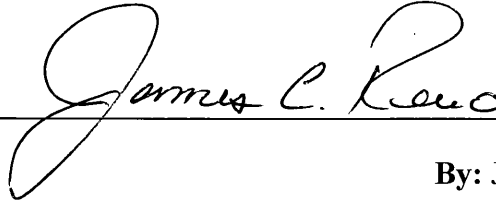
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of the owners of 67 percent of the Lots by a written instrument executed by the Owners and recorded in the Official Public Records of Kerr County, Texas.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

APACHE TRACE, LLC, a Texas limited liability company,



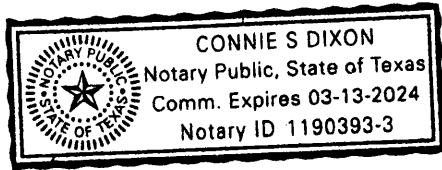
By: James C. Reno


Its: Manager

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on January 24, 2023 by JAMES C. RENO, a Manger of APACHE TRACE, LLC, on behalf of APACHE TRACE, LLC, a limited liability company.




Notary Public, State of Texas

FILE AND RETURN TO:

✓ APACHE TRACE LLC

1614 SIDNEY BAKER

STE 200

KERRVILLE, TEXAS 78028

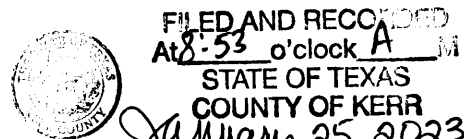


Complete this form and return to:

Kerr County Clerk
Attn: Land Records
700 Main Street, RM 122
Kerrville, TX 78028

INCLUDE THIS FORM WITH YOUR RECORDS AND PAYMENT.

Call us with questions: 830-792-2255.



I hereby certify that this instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.
Jackie Dowdy County Clerk

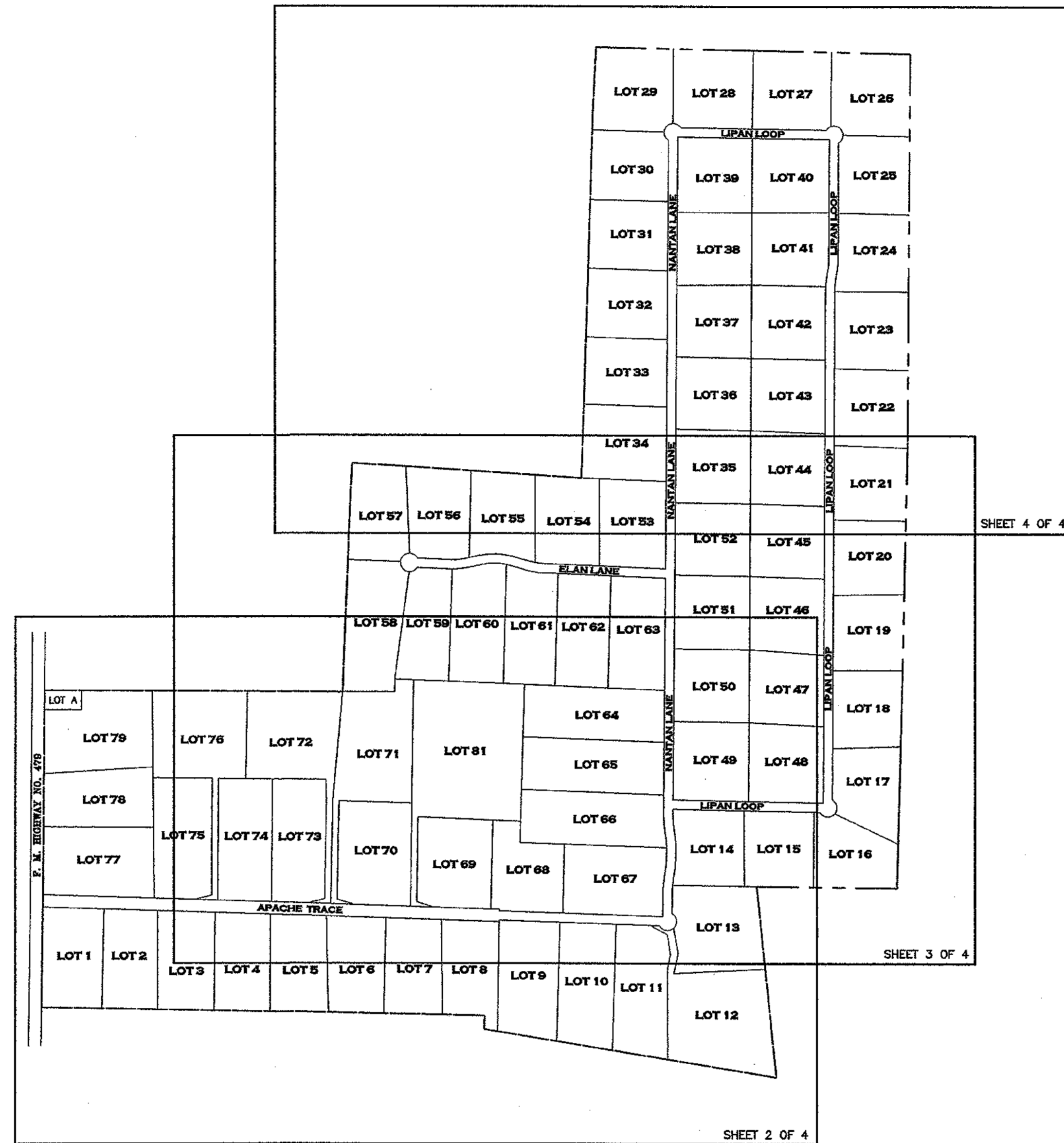
Ana Keller Deputy

GENERAL NOTES

- 1. THIS PROPERTY IS LOCATED IN THE HARPER INDEPENDENT SCHOOL DISTRICT.
2. PART OF THE LAND PLATTED HEREON IS LOCATED IN THE 100 YEAR FLOOD PLAIN AS DETERMINED BY A FLOOD STUDY PREPARED BY JOHN M. HEWITT, P.E., #68142, IN A STUDY TITLED "APACHE TRACE SUBDIVISION FLOOD STUDY DATED AUGUST 2, 2022"
3. EACH TRACT WILL BE SERVED BY INDIVIDUAL PRIVATE WELL AND OSSP.
4. UTILITY COMPANIES: ELECTRIC - CENTRAL TEXAS ELECTRIC CO-OP TELEPHONE - WINDSTREAM
5. PRIOR TO CONSTRUCTION ON ANY LOT, THE OWNER OF SAID LOT SHALL CONTACT KERR COUNTY OSSP DESIGNATED REPRESENTATIVE. ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE OSSP REGULATIONS ADOPTED BY KERR COUNTY. INDIVIDUAL OSSP SYSTEMS SELECTION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS, IN ACCORDANCE WITH THE 30 TAC 285 OSSP RULES.
6. THERE ARE NO WELLS ON THE PROPERTY PLATTED HEREON FOR SUBDIVISION, EXCEPT AS SHOWN HEREON.
7. ALL DRAINAGE STRUCTURES, INCLUDING DRAINAGE DITCHES AND DETENTION PONDS, OUTSIDE ROAD RIGHT-OF-WAYS, SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE LOT ON WHICH IT IS LOCATED.
8. LOTS NO. 1 & NO. 77 ARE RESTRICTED TO ROAD ACCESS FROM APACHE TRACE ROAD ONLY. (I.E. ACCESS TO FM HIGHWAY NO. 479 IS PROHIBITED EXCEPT THROUGH APACHE TRACE ROAD.)
9. LOTS NO. 78 & NO. 79 ARE RESTRICTED TO A SHARED DRIVEWAY ACCESS FROM FM HIGHWAY NO. 479 AT THEIR WESTERLY COMMON CORNER AS SHOWN ON SHEET 2 OF 4.
10. SUBDIVISION DESIGN, LAYOUT AND CONSTRUCTION SHALL BE DONE TO MINIMIZE ANY ADVERSE IMPACT TO PRIVATE PROPERTY, PUBLIC PROPERTY, ALL EASEMENTS AND ALL PUBLIC OR PRIVATE RIGHT-OF-WAY EITHER WITHIN OR OUTSIDE THE PROPOSED SUBDIVISION. PROVISIONS MUST BE MADE TO ASSURE THAT NO ADVERSE IMPACT IS MADE TO EXISTING DRAINAGE SYSTEMS WITHIN PUBLIC RIGHT-OF-WAYS. ALL DRAINAGE DESIGN, LAYOUT AND CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA.
11. PRIOR TO CONSTRUCTION ON ANY LOT, THE OWNER OF SAID LOT SHALL CONTACT THE KERR COUNTY ROAD & BRIDGE DEPARTMENT TO SECURE A DRIVEWAY CONSTRUCTION PERMIT. THE OWNER IS RESPONSIBLE FOR CONSTRUCTION OF DRIVEWAY IN ACCORDANCE WITH REGULATIONS PREPARED BY THE COUNTY ENGINEER.
12. KERR COUNTY COMMISSIONERS' COURT DOES NOT CERTIFY THAT COMPLYING WITH KERR COUNTY AVAILABILITY REQUIREMENTS INSURES THE DEVELOPER OR PROSPECTIVE LOT OWNER THAT ADEQUATE GROUNDWATER IS AVAILABLE UNDER ANY SUBDIVISION OR LOT.
13. LOT "A", 0.68 ACRE, HEREBY DEDICATED AND CONVEYED TO KERR COUNTY BY THIS PLAT TO BE USED AS A ROAD & BRIDGE DEPARTMENT ROAD MAINTENANCE YARD.

BUILDING SET-BACKS: FRONT LOT LINE = FIFTY (50) FT.

Table with columns: CURVE, DELTA ANGLE, CURVE DATA, RADIUS, ARC, LONG CHORD. Contains 37 rows of curve data.



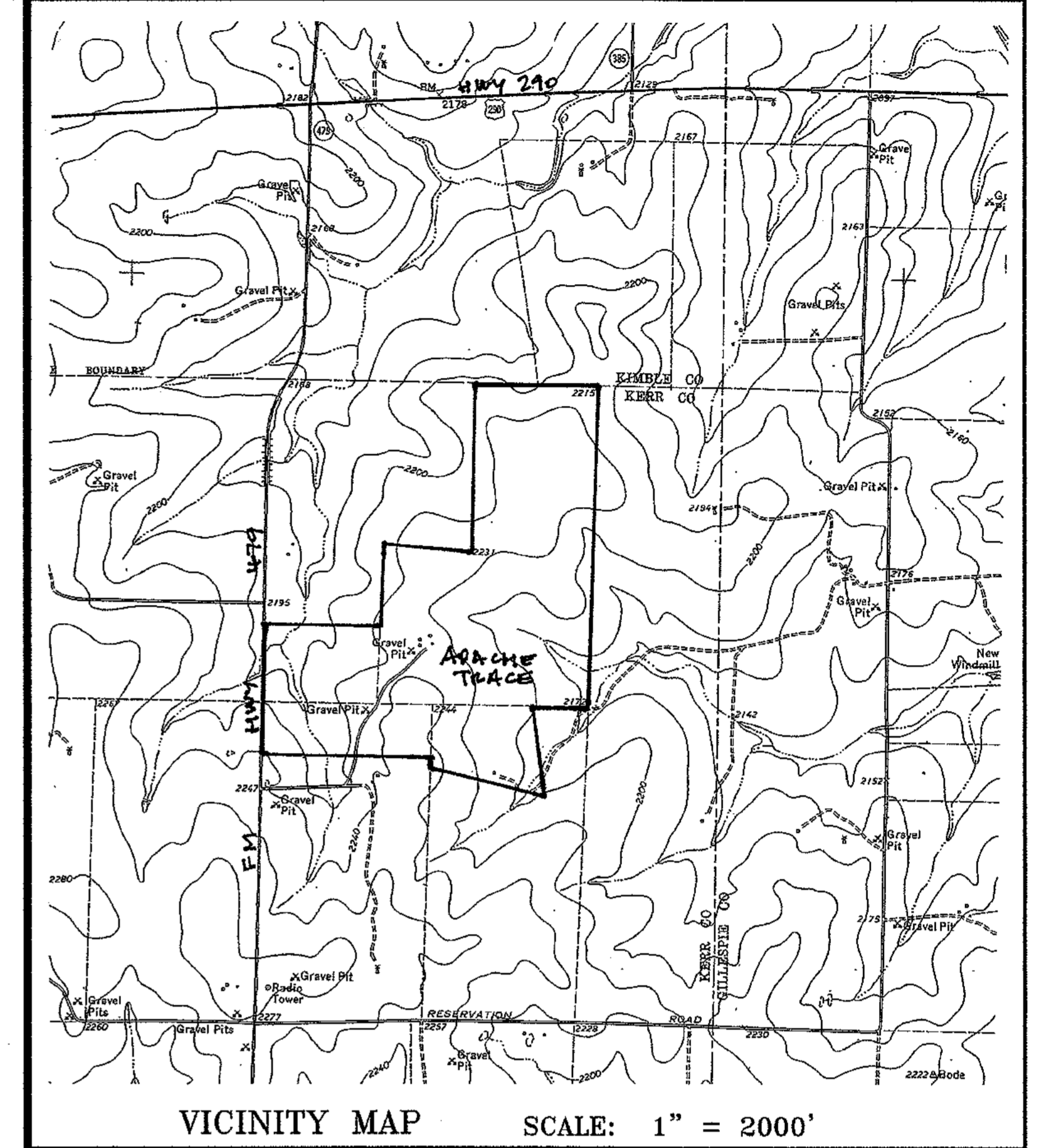
SHEET INDEX

LINE CHART

- L01 = S60°48'23"E 124.87'
L02 = S88°08'30"E 56.27'
L03 = S01°01'30"W 82.16'
L04 = N72°57'30"W 114.55'
L05 = N72°56'29"W 114.42'
L06 = N76°32'49"E 113.61'
L07 = N76°29'14"E 113.18'
L08 = N01°33'10"W 138.95'
L09 = N00°22'42"E 125.00'
L10 = S89°57'18"E 237.21'
L11 = N00°25'31"E 70.70'
L12 = N45°25'31"E 75.00'
L13 = S44°34'29"E 50.00'
L14 = S45°25'43"W 124.99'
L15 = N74°23'25"W 125.70'
L16 = N74°23'25"W 125.70'
L17 = S77°40'06"W 72.85'
L18 = S77°40'06"W 25.26'
L19 = S77°40'06"W 98.11'
L20 = S09°16'08"E 127.73'
L21 = S12°36'51"W 90.58'
L22 = S10°37'41"E 164.87'
L23 = N10°25'44"E 48.33'
L24 = N00°25'44"E 85.64'
L25 = N00°25'44"E 14.36'
L26 = N09°34'16"W 48.33'
L27 = N10°25'44"E 48.33'
L28 = N00°25'44"E 100.00'
L29 = N09°34'16"W 48.33'
L30 = N10°16'17"E 48.33'
L31 = N10°16'17"E 48.33'
L32 = S12°36'22"W 134.28'
L33 = N00°16'17"E 8.66'

DRAINAGE EASEMENT LINE CHART

- E01 = S01°05'13"W 95.00'
E02 = N88°54'47"W 28.14'
E03 = N88°54'47"W 48.73'
E04 = N01°05'13"E 95.00'
E05 = S01°36'37"W 105.14'
E06 = S53°23'49"E 135.06'
E07 = S58°26'32"E 96.87'
E08 = N82°06'15"E 207.80'
E09 = S82°06'15"W 212.04'
E10 = N58°26'32"W 104.92'
E11 = N53°23'49"W 121.95'
E12 = S01°36'37"W 20.44'
E13 = N88°23'22"W 130.44'
E14 = N02°08'55"E 18.06'
E15 = S87°51'05"E 69.58'
E16 = S41°49'23"E 43.03'
E17 = S87°40'02"E 32.19'
E18 = N87°42'02"W 133.79'
E19 = N02°08'55"E 25.00'
E20 = N02°08'55"E 80.39'
E21 = S86°19'58"E 123.90'
E22 = S82°06'21"E 93.69'
E23 = S82°06'21"E 67.36'
E24 = S47°10'23"E 47.77'
E25 = S55°31'05"E 114.69'
E26 = N09°34'16"W 174.91'
E27 = N47°10'23"W 149.49'
E28 = N82°06'21"W 51.57'
E29 = N86°19'58"W 98.87'
E30 = N63°13'52"W 48.18'
E31 = S00°22'42"W 74.42'
E32 = S29°38'17"W 86.63'
E33 = N89°37'18"W 65.96'
E34 = N25°25'19"W 95.80'
E35 = N00°22'42"E 63.75'
E36 = N02°54'48"W 60.00'
E37 = N29°03'43"W 55.70'
E38 = S89°51'50"E 5.13'
E39 = S89°51'50"E 1.68'
E40 = S74°04'26"W 1.76'
E41 = N29°03'43"W 3.20'
E42 = S89°51'50"E 48.22'
E43 = N89°51'50"W 46.04'
E44 = S41°13'09"E 13.45'
E45 = S55°31'05"E 14.69'



VICINITY MAP SCALE: 1" = 2000'

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all lots and/or tracts and twenty feet (20') along the entire perimeter of the subdivision, and in the streets, alleys, boulevards, lanes, and roads of this subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

I hereby certify that this subdivision plat includes areas within a designated 100-year flood hazard zone, according to the Flood Study titled "Apache Trace Subdivision Flood Study dated August 2, 2022" as prepared by John M. Hewitt, P.E., #68142, and for which are represented on the plat as required by the Rules and Regulations. And I have reviewed and acknowledged the foregoing statement as applicable to the Kerr County Flood Damage Prevention Order.

Dated this 23 day of JANUARY, 2023.

Charlie Hastings, P.E., C.F.M.
Kerr County Flood Plain Administrator

APPROVED by the Commissioner's Court of Kerr County, Texas on the 23 day of January, 2023 by Order No. 29780 of said Court and was FILED for RECORD on the 24th day of January, 2023 at 3:55 O'clock P.M.
RECORDED on the 24th day of January, 2023 at 3:55 O'clock P.M. in File No. 23-00409 of the Official Public Records of Kerr County, Texas.

Yachie Dowdy, Kerr County Clerk



I hereby certify that this plat is consistent with public safety and the Road Naming and Address Guidelines of Kerr 911.

Dated this 17th day of JANUARY, 2023

Nick Komarova
Kerr 911

I hereby certify that this proposed subdivision is subject to complying with the rules and regulations of the State of Texas and Kerr County On-Site Sewage Facilities. Individual OSSP system selection will be made in conjunction with the Site Evaluation with respect to the individual site permitting process, in accordance with the 30 TAC Chapter 285 OSSP Rules.

Dated this 17th day of January, 2023

Guamero Ramirez, Jr., Designated Representative
Kerr County OSSP

I hereby certify that this subdivision plat conforms to all requirements of the Subdivision Rules and Regulations of Kerr County.

Dated this 23 day of JANUARY, 2023

Charlie Hastings, P.E., C.F.M.
Kerr County Engineer

This plat of Apache Trace has been submitted to and considered by the Commissioner's Court of Kerr County, Texas and is hereby approved by such court.

Dated this 23 day of January, 2023.

Robt Kelly
Kerr County Judge

I hereby certify that recognized engineering practices and standards were used in preparation of this final plat and in the design of site improvement structures and was accomplished under my direct supervision.

Dated this 16th day of JANUARY, 2023

John M. Hewitt, P.E., C.F.M.

TxDOT NOTES

- 1. FOR DEVELOPMENTS DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR PRESENT AND/OR FUTURE NOISE MITIGATION.
2. THE DEVELOPER AND/OR LANDOWNER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
3. DRIVEWAY ACCESS TO THE STATE HIGHWAY WILL BE REGULATED AS DIRECTED BY THE CURRENT EDITION OF THE TxDOT ACCESS MANAGEMENT MANUAL.
4. ANY CURRENT OR FUTURE TRAFFIC CONTROL MEASURES AS A RESULT OF THIS DEVELOPMENT, (LEFT TURN LANE, RIGHT TURN LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.
5. THE DEVELOPER WILL BE REQUIRED TO INSTALL AN APPROVED MAIL DELIVERY SYSTEM OUTSIDE OF THE STATE RIGHT-OF-WAY FOR POSTAL PATRONS OCCUPYING THE DEVELOPMENT/PROPERTY.

I HAVE REVIEWED THIS PLAT WITH RESPECT TO ITS ACCESS AND HEREBY APPROVE THIS PLAT FOR RECORDING.

DATED THIS 16th DAY OF JANUARY, 2023

ANDRES GONZALEZ, P.E.
TxDOT AREA ENGINEER

STATE OF TEXAS
COUNTY OF KERR

The owner of the land shown on this plat, and whose name is subscribed hereto, and in person or through a duly authorized agent, dedicates to Kerr County, Texas, for the use of the public forever all roads, alleys, parks, water courses, drains, easements, in all of the aforesaid public places and all other public places thereon shown for the purpose and consideration therein expressed. The owner has written permission from the lien holder.

Witness my hand this 16th day of January, 2023

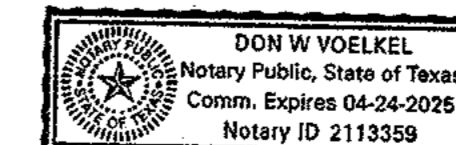
Charley Whelan
Texas Apache Trace, LLC
By: Charley Whelan, Managing Partner

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Charley Whelan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 16th day of January, 2023

Notary Public for the State of Texas



This plat is a true and accurate representation of the property described and platted hereon as determined from an actual survey of the property made on the ground under my direction and supervision. (Bearing basis = True north based on GPS observations)

Date surveyed: March 16 & August 29 & 31, 2022
September 2, 26 & 27, 2022

Dated this 16th day of January, 2023

Don W. Voelkel
Registered Professional Land Surveyor No. 3990



FINAL PLAT FOR APACHE TRACE
BEING 503.83 ACRES OF LAND, MORE OR LESS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS, AS SHOWN HEREON IN BRACES, IN KERR COUNTY, TEXAS

JANUARY 2023

Owner/Developer: Texas Apache Trace, LLC
1614 Sidney Baker, Ste. 200
Kerrville, TX 78028



DATE: JAN. 2023
JOB NO: V-22-4389
BY: DWV
SHEET 1 OF 4

REF.: THEODORE & DOROTHEA OEHLER ESTATE VOLUME 4 PAGE 27, PLAT RECORDS TRACT NO. 9

This plat is a true and accurate representation of the property described and platted hereon as determined from an actual survey of the property made on the ground under my direction and supervision. (Bearing basis = True north based on GPS observations) Date surveyed: March 16 & August 29 & 31, 2022 September 2, 26 & 27, 2022 Dated this 16th day of January, 2023

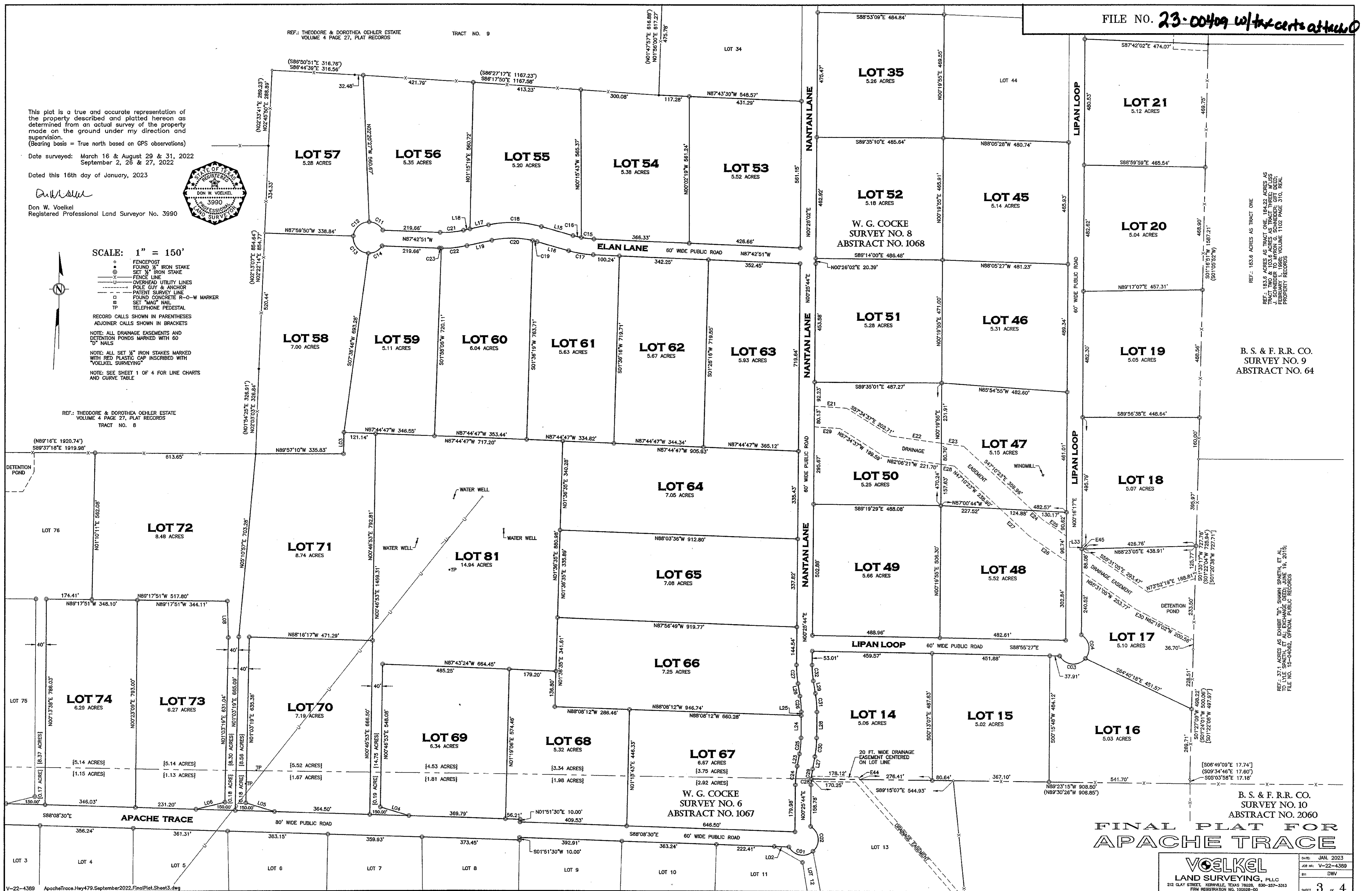
Don W. Voelkel Registered Professional Land Surveyor No. 3990



SCALE: 1" = 150'

- FENCEPOST FOUND 1/2" IRON STAKE SET 1/2" IRON STAKE FENCE LINE OVERHEAD UTILITY LINES POLE GUY & ANCHOR PATENT SURVEY LINE FOUND CONCRETE R-O-W MARKER SET "MAG" NAIL TELEPHONE PEDESTAL RECORD CALLS SHOWN IN PARENTHESES ADJOINER CALLS SHOWN IN BRACKETS NOTE: ALL DRAINAGE EASEMENTS AND DETENTION PONDS MARKED WITH 60" NAILS NOTE: ALL SET 1/2" IRON STAKES MARKED WITH RED PLASTIC CAP INSCRIBED WITH "VOELKEL SURVEYING" NOTE: SEE SHEET 1 OF 4 FOR LINE CHARTS AND CURVE TABLE

REF.: THEODORE & DOROTHEA OEHLER ESTATE VOLUME 4 PAGE 27, PLAT RECORDS TRACT NO. 8



REF.: 183.6 ACRES AS TRACT ONE 184.22 ACRES AS TRACT TWO & 103.6 ACRES AS TRACT THREE; M.L.S.S. SURVEY UNDER ORDER OF FEBRUARY 1908 VOLUME 1102 PAGE 910, REAL PROPERTY RECORDS

B. S. & F. R.R. CO. SURVEY NO. 9 ABSTRACT NO. 64

REF.: 37.1 ACRES AS EXHIBIT 'B', SHAWN SPAETH, ET AL. TO LYLE SPAETH, ET AL.; EXCHANGE DEED; JUNE 18, 2015; FILE NO. 15-04062, OFFICIAL PUBLIC RECORDS

B. S. & F. R.R. CO. SURVEY NO. 10 ABSTRACT NO. 2060

FINAL PLAT FOR APACHE TRACE

VOELKEL LAND SURVEYING, P.L.L.C. 212 CLAY STREET, KERRVILLE, TEXAS 78028, 830-257-3313 FIRM REGISTRATION NO. 100228-00

Table with 2 columns: DATE, JOB NO., BY, SHEET. Values: JAN. 2023, V-22-4369, DWV, 3 of 4