

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR  
THE RANCHES AT SKY VALLEY SUBDIVISION**

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

This declaration is made on the date hereinafter set forth by The Ranches at Sky Valley, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Hamilton County, Texas, containing 730 acres and being more fully described by metes and bounds on the attached Exhibit "A", and for informational purposes only, described on the sales plat attached as Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "The Ranches at Sky Valley Subdivision", "Property" or "Subdivision";

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

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 730 acres described above, or later subdivided as allowed herein.

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

**ARTICLE I  
RESTRICTIONS**

1. The Property is to be used for single family residential purposes.
2. No residence shall be constructed on the Property with less than nine hundred (900) square feet within its outside walls.
3. Upon start of construction, the exterior of any home must be completed

within twelve (12) months from the slab being poured and built to applicable building & windstorm/flood codes.

4. All homes must have a minimum of three feet (3') of masonry on the front exterior.

5. Before a residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 6 months of the calendar year. Travel trailers and RV's shall not be used as a residence. After a residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

6. Mobile homes, manufactured homes, and modular homes are prohibited on the Property.

7. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.

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

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

10. No portion of the Property can be divided into a single tract which is less than 10.01 acres. All owners of subdivided tracts shall be a Member of the Association as set forth in Article II, paragraph 2 below and shall be responsible for payment of assessments.

11. Excluding Lot 40, no tract of land in the Subdivision originally sold by Developer can be divided into more than two tracts. Lot 40 can be divided up to 5 times, but each tract must be at least 10.01 acres.

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

13. Each tract of land sold from the Property shall be subject to a utility easement measuring forty feet (40') in width across the front and rear of each tract and fifteen feet (15') which is reserved along the sides of each tract. The utility easement shall be used for the construction, maintenance and repair of utilities, including but not limited

to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.

ARTICLE II  
THE RANCHES AT SKY VALLEY  
PROPERTY OWNERS' ASSOCIATION, INC.

1. The Ranches at Sky Valley Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

2. Every person or entity who is a record Owner of any Tract of Land ("Tract Owner") from the 730 acres shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

ARTICLE III  
ASSESSMENTS

1. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to each Tract will be two hundred and fifty dollar (\$250) per Tract. The Annual Assessment is payable in advance and is due on the first (1<sup>st</sup>) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after control is transferred from the Developer, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

Special Assessments.

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

2. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, including maintenance of any roads, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

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

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

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

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

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

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

6. The lien described in this Article III shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article III.

#### ARTICLE IV DEVELOPER'S RIGHTS AND RESERVATIONS

1. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of

the rights or for the time allowed under the Texas Property Code. Notwithstanding the foregoing, the Developer rights shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Property. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

2. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Hamilton County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

#### ARTICLE V DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

1. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Property.

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

3. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance,

officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

4. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

5. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2017 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (b) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

#### ARTICLE VI GENERAL PROVISIONS

1. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

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

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

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




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

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

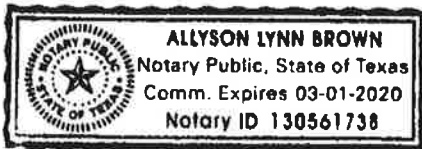
IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 23<sup>rd</sup> day of October, 2017.

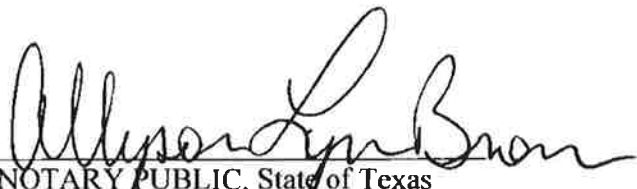
The Ranches at Sky Valley, LLC, a Delaware  
Limited Liability Company  
By: American Land Partners, Inc., a Delaware  
corporation, Manager

By:   
Davy Roberts, Authorized Agent

STATE OF TEXAS §  
COUNTY OF Hamilton §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of October, 2017, by Davy Roberts, Authorized Agent of The Ranches at Sky Valley, LLC, in the capacity therein stated and as the act and deed of said company.



  
NOTARY PUBLIC, State of Texas





## RICKMAN LAND SURVEYING

### A 731.04 ACRE TRACT

FIELD NOTES OF A 731.04 ACRE (31,844,151 SQUARE FEET MORE OR LESS) TRACT OF LAND OUT OF THE F. GENTRY SURVEY, ABSTRACT NO. 1206, THE A. BIVENS SURVEY, ABSTRACT NO. 1186, AND THE W. PORTER SURVEY, ABSTRACT NO. 1140, HAMILTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 731.01 ACRE TRACT CONVEYED TO COV RANCH, LP OF RECORD IN VOLUME 456, PAGE 488, REAL PROPERTY RECORDS, HAMILTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS CENTRAL ZONE, NAD83.)

**BEGINNING:** At a fence post found in the east right of way line of County Road 611, for the southwest corner of the Remainder of a 440.15 Acre Tract conveyed to Harold J. & Virginia F. Shockley in deed recorded in Volume 212, Page 397, Deed Records, Hamilton County, Texas, the most westerly northwest corner of This Tract and the POINT OF BEGINNING:

**THENCE:** Departing the east right of way line of County Road 611, with a south line of the 440.15 Acre Tract and a north line of This Tract, the following calls and distances:

S 73°18'10" E, a distance of 659.97 feet to a fence post found for an angle point;

S 85°26'20" E, a distance of 1169.26 feet to a fence post found for the southeast corner of the 440.15 Acre Tract and a reentrant corner of This Tract;

**THENCE:** N 17°04'21" E, with an east line of the 440.15 Acre Tract and a west line of This Tract, a distance of 3583.25 feet to a fence post found in the south line of a 233.97 Acre Tract conveyed to Harold J. Shockley in deed recorded in Volume 234, Page 863, Deed Records, Hamilton County, Texas, for an easterly corner of the 440.15 Acre Tract and the most northerly northwest corner of This Tract;

**THENCE:** With the south line of the 233.97 Acre Tract and the north line of This Tract, the following calls and distances:

S 57°29'13" E, a distance of 518.50 feet to a fence post found for an angle point;

S 77°02'42" E (Basis of Bearing (Record Bearing S 75°01' E), a distance of 1482.03 feet to a ¾" iron rod found in the west line of a 39.264 Acre Tract conveyed to Bonita Ann Dearing in deed recorded in Volume 276, Page 868, Deed Records, Hamilton County, Texas, for the southeast corner of the 233.97 Acre Tract and the most northerly northeast corner of This Tract;

THENCE: With the east line of This Tract the following calls and distances:

S 17°24'49" W, with the west line of the 39.264 Acre Dearing Tract, at a distance of 277.95 feet passing the west corner of the 39.264 Acre Dearing Tract and the north corner of a 39.264 Acre Tract conveyed to Jerry K. Roberts in deed recorded in Volume 276, Page 871, Deed Records, Hamilton County, Texas, continuing with the west line of the 39.264 Acre Roberts Tract for a total distance of 1604.23 feet to a bridgespike found for the west corner of the 39.264 Acre Roberts Tract and the northwest corner of a 108.29 Acre Tract conveyed to Jack W. and Robert L. Steed in deed recorded in Volume 456, Page 861, Real Property Records, Hamilton County, Texas;

S 17°24'05" W, with the west line of the 108.29 Acre Tract a distance of 2186.27 feet to a  $\frac{3}{4}$ " iron rod found for the west corner of the 108.29 Acre Tract and a reentrant corner of This Tract;

THENCE: S 73°10'37" E, with a south line of the 108.29 Acre Tract and a north line of This Tract, a distance of 1486.72 feet to a  $\frac{3}{4}$ " iron rod found for a reentrant corner of the 108.29 Acre Tract and the most easterly northeast corner of This Tract;

THENCE: With an east line of This Tract, the following calls and distances:

S 04°01'43" E, with a west line of the 108.29 Acre Tract, a distance of 816.17 feet to a  $\frac{3}{4}$ " iron rod found for a southwest corner of the 108.29 Acre Tract and the northwest corner of a 10.0 Acre Tract conveyed to Glenda Munson in deed recorded in Volume 508, Page 714, Real Property Records, Hamilton County, Texas;

S 03°35'06" E, with the west line of the 10.0 Acre Tract, a distance of 620.20 feet to fence post found for an angle point;

S 05°43'22" E, with the west line of the 10.0 Acre Tract, a distance of 207.37 feet to a fence post found in the west right of way line of County Road 610, for the southwest corner of the 10.0 Acre Tract and an angle point in This Tract;

THENCE: With the west right of way line of County Road 610 and the east line of This Tract, the following calls and distances:

S 63°05'59" W, distance of 14.83 feet to a fence post found for an angle point;

S 12°47'52" W, a distance of 2087.95 feet to a fence post found for an angle point;

S 26°02'02" W, a distance of 35.70 feet to a fence post found for an angle point;

S 36°45'51" W, a distance of 355.50 feet to a fence post found for an angle point;

S 25°58'10" W, a distance of 697.08 feet to a fence post found for the northeast cutback corner of a 90 degree turn to the west of County Road 610 and a southeast corner of This Tract;

S 65°19'58" W, with the cutback, a distance of 40.57 feet to the southwest cutback corner of County Road 610 and a southeast corner of This Tract;

THENCE: N 73°22'11" W, with a north line of County Road 610 and the south line of This Tract, a distance of 3577.38 feet to a fence post found at the intersection of the east right of way line of County Road 611 and the north right of way line of County Road 610, for a southerly corner of This Tract;

THENCE: With an easterly right of way line of County Road 611 and the southwesterly line of this Tract, the following calls and distances:

N 16°50'29" E, a distance of 363.11 feet to a fence post found for a reentrant corner of This Tract;

N 73°44'09" W, a distance of 1422.50 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 71°09'50" W, a distance of 51.42 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 08°22'51" W, a distance of 10.40 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 17°10'06" E, a distance of 2087.46 feet to a ¾" iron rod found for an angle point;

N 00°45'20" E, a distance of 2367.25 feet to the POINT OF BEGINNING and containing 731.04 acres of land in Hamilton County, Texas, according to a survey on the ground on August 10, 2017 by Rickman Land Surveying.



J. Derrick Rickman  
Registered Professional Land Surveyor # 5826



FOR  
PRELIMINARY LAND PLAN  
THE RANCHES AT SKY VALLEY  
SANTA FE COUNTY, TEXAS

**FIGURE 1.0**

DATE:	SCALE:	DRAWN BY:	CHECKED BY:

**MATKINHOVER**  
ENGINEERING & SURVEYING



**Exhibit B**

## FILED and RECORDED

Instrument Number: 20171608 B: RP V: 527 P: 136

Filing and Recording Date: 10/24/2017 08:24:36 AM Recording Fee: 78.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

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Kiesha Bagwell, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.





easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Non-Exclusive Easement to Grantee forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Non-Exclusive Easement in Grantee against every person whomsoever lawfully claiming or to claim the Non-Exclusive Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee who at any time owns the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder"). This easement is only for the Easement Property as defined herein.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder.

4. *Improvement and Maintenance of Easement Property.* The Easement Property shall be maintained by the Grantee.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If a party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of

Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Hamilton County, Texas, the County in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provisions of this agreement by the indemnifying party.

13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be

accurate, and constitute a part of the substantive agreement.

**The Ranches at Sky Valley, LLC**

By: *Davy Roberts*  
Davy Roberts, Authorized Agent

**ACCEPTED BY:**

**The Ranches at Sky Valley  
Property Owners' Association, Inc.**

By: *Davy Roberts*  
Davy Roberts, President

**CERTIFICATE OF ACKNOWLEDGEMENT**

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF Hamilton §**

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

Given under my hand and seal of office on the 24<sup>th</sup> day of OCTOBER, 2017.

*Michelle Ferguson*  
Notary Public in and for the State of Texas





# EXHIBIT A

731.04 Acre Tract  
Page 1 of 3



**RICKMAN LAND SURVEYING**

## A 731.04 ACRE TRACT

FIELD NOTES OF A 731.04 ACRE (31,844,151 SQUARE FEET MORE OR LESS) TRACT OF LAND OUT OF THE F. GENTRY SURVEY, ABSTRACT NO. 1206, THE A. BIVENS SURVEY, ABSTRACT NO. 1186, AND THE W. PORTER SURVEY, ABSTRACT NO. 1140, HAMILTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 731.01 ACRE TRACT CONVEYED TO COV RANCH, LP OF RECORD IN VOLUME 456, PAGE 488, REAL PROPERTY RECORDS, HAMILTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS CENTRAL ZONE, NAD83.)

**BEGINNING:** At a fence post found in the east right of way line of County Road 611, for the southwest corner of the Remainder of a 440.15 Acre Tract conveyed to Harold J. & Virginia F. Shockley in deed recorded in Volume 212, Page 397, Deed Records, Hamilton County, Texas, the most westerly northwest corner of This Tract and the POINT OF BEGINNING:

**THENCE:** Departing the east right of way line of County Road 611, with a south line of the 440.15 Acre Tract and a north line of This Tract, the following calls and distances:

S 73°18'10" E, a distance of 659.97 feet to a fence post found for an angle point;

S 85°26'20" E, a distance of 1169.26 feet to a fence post found for the southeast corner of the 440.15 Acre Tract and a reentrant corner of This Tract;

**THENCE:** N 17°04'21" E, with an east line of the 440.15 Acre Tract and a west line of This Tract, a distance of 3583.25 feet to a fence post found in the south line of a 233.97 Acre Tract conveyed to Harold J. Shockley in deed recorded in Volume 234, Page 863, Deed Records, Hamilton County, Texas, for an easterly corner of the 440.15 Acre Tract and the most northerly northwest corner of This Tract;

**THENCE:** With the south line of the 233.97 Acre Tract and the north line of This Tract, the following calls and distances:

S 57°29'13" E, a distance of 518.50 feet to a fence post found for an angle point;

S 77°02'42" E (Basis of Bearing (Record Bearing S 75°01' E), a distance of 1482.03 feet to a 3/4" iron rod found in the west line of a 39.264 Acre Tract conveyed to Bonita Ann Dearing in deed recorded in Volume 276, Page 868, Deed Records, Hamilton County, Texas, for the southeast corner of the 233.97 Acre Tract and the most northerly northeast corner of This Tract;

THENCE: With the east line of This Tract the following calls and distances:

S 17°24'49" W, with the west line of the 39.264 Acre Dearing Tract, at a distance of 277.95 feet passing the west corner of the 39.264 Acre Dearing Tract and the north corner of a 39.264 Acre Tract conveyed to Jerry K. Roberts in deed recorded in Volume 276, Page 871, Deed Records, Hamilton County, Texas, continuing with the west line of the 39.264 Acre Roberts Tract for a total distance of 1604.23 feet to a bridgespike found for the west corner of the 39.264 Acre Roberts Tract and the northwest corner of a 108.29 Acre Tract conveyed to Jack W. and Robert L. Steed in deed recorded in Volume 456, Page 861, Real Property Records, Hamilton County, Texas;

S 17°24'05" W, with the west line of the 108.29 Acre Tract a distance of 2186.27 feet to a ¾" iron rod found for the west corner of the 108.29 Acre Tract and a reentrant corner of This Tract;

THENCE: S 73°10'37" E, with a south line of the 108.29 Acre Tract and a north line of This Tract, a distance of 1486.72 feet to a ¾" iron rod found for a reentrant corner of the 108.29 Acre Tract and the most easterly northeast corner of This Tract;

THENCE: With an east line of This Tract, the following calls and distances:

S 04°01'43" E, with a west line of the 108.29 Acre Tract, a distance of 816.17 feet to a ¾" iron rod found for a southwest corner of the 108.29 Acre Tract and the northwest corner of a 10.0 Acre Tract conveyed to Glenda Munson in deed recorded in Volume 508, Page 714, Real Property Records, Hamilton County, Texas;

S 03°35'06" E, with the west line of the 10.0 Acre Tract, a distance of 620.20 feet to fence post found for an angle point;

S 05°43'22" E, with the west line of the 10.0 Acre Tract, a distance of 207.37 feet to a fence post found in the west right of way line of County Road 610, for the southwest corner of the 10.0 Acre Tract and an angle point in This Tract;

THENCE: With the west right of way line of County Road 610 and the east line of This Tract, the following calls and distances:

S 63°05'59" W, distance of 14.83 feet to a fence post found for an angle point;

S 12°47'52" W, a distance of 2087.95 feet to a fence post found for an angle point;

S 26°02'02" W, a distance of 35.70 feet to a fence post found for an angle point;

S 36°45'51" W, a distance of 355.50 feet to a fence post found for an angle point;

S 25°58'10" W, a distance of 697.08 feet to a fence post found for the northeast cutback corner of a 90 degree turn to the west of County Road 610 and a southeast corner of This Tract;

S 65°19'58" W, with the cutback, a distance of 40.57 feet to the southwest cutback corner of County Road 610 and a southeast corner of This Tract;

THENCE: N 73°22'11" W, with a north line of County Road 610 and the south line of This Tract, a distance of 3577.38 feet to a fence post found at the intersection of the east right of way line of County Road 611 and the north right of way line of County Road 610, for a southerly corner of This Tract;

THENCE: With an easterly right of way line of County Road 611 and the southwesterly line of this Tract, the following calls and distances:

N 16°50'29" E, a distance of 363.11 feet to a fence post found for a reentrant corner of This Tract;

N 73°44'09" W, a distance of 1422.50 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 71°09'50" W, a distance of 51.42 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 08°22'51" W, a distance of 10.40 feet to a ½" iron rod with cap stamped "RICKMAN RPLS 5826" set for an angle point;

N 17°10'06" E, a distance of 2087.46 feet to a ¾" iron rod found for an angle point;

N 00°45'20" E, a distance of 2367.25 feet to the POINT OF BEGINNING and containing 731.04 acres of land in Hamilton County, Texas, according to a survey on the ground on August 10, 2017 by Rickman Land Surveying.



J. Derrick Rickman  
Registered Professional Land Surveyor # 5826









EXHIBIT "B"

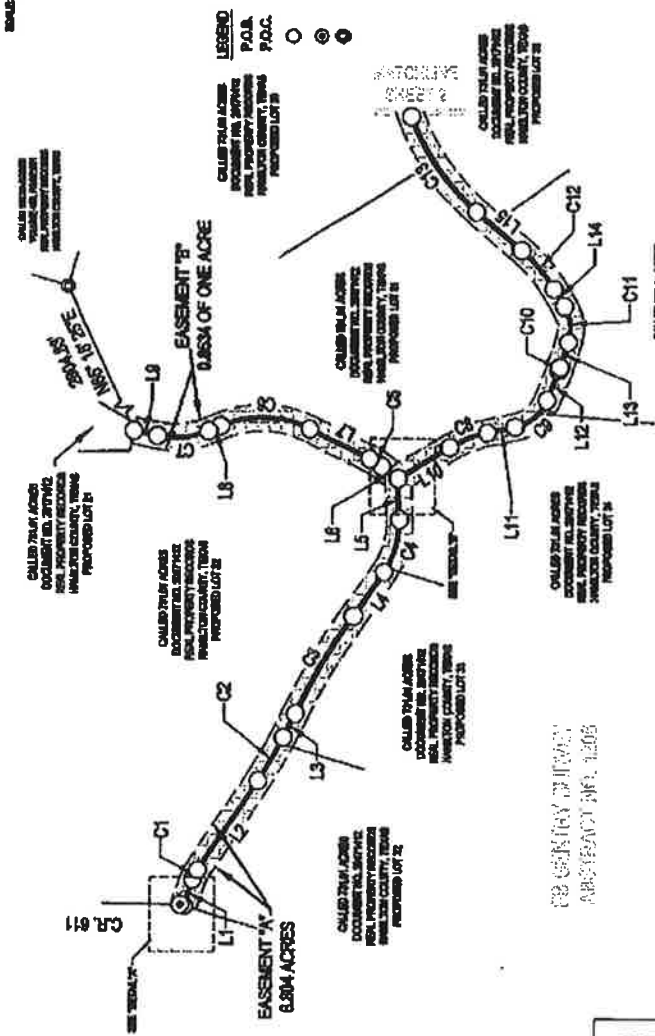


Signature of Kyle L. Pressler, Registered Professional Land Surveyor, State of Texas, No. 61528.

POINT OF BEGINNING  
POINT OF COMMENCEMENT  
SET 1/2" IRON ROD WITH 1/2" IRON WATTHOOKER  
ENCL. & SURVEY "A" PLASTIC CAP  
FOUND 48" FROM BOD  
FOUND 48" FROM BOD

**EASEMENT "A" EXHIBIT SHOWING:**  
A 60' WIDE ACCESS EASEMENT, BEING 6.804 ACRES, LOCATED IN THE FB GENTRY SURVEY, ABSTRACT NO. 1206 AND BEING OVER AND ACROSS A CALLED 73.124 ACRE TRACT AS CONVEYED TO THE RANCHES AT SKY VALLEY, L.L.C., OF RECORD IN INSTRUMENT NO. 20174412 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS. THE BOUNDARY OF SAID EASEMENT IS TO BE 30' NORTHERLY OF AND PARALLEL TO THE CENTERLINE BELOW DESCRIBED AS WELL AS 30' SOUTHERLY OF AND PARALLEL TO SAID CENTERLINE.

**EASEMENT "B" EXHIBIT SHOWING:**  
A 60' WIDE ACCESS EASEMENT, BEING 0.504 ACRES, LOCATED IN THE FB GENTRY SURVEY, ABSTRACT NO. 1206 AND BEING OVER AND ACROSS A CALLED 73.124 ACRE TRACT AS CONVEYED TO THE RANCHES AT SKY VALLEY, L.L.C., OF RECORD IN INSTRUMENT NO. 20174412 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS. THE BOUNDARY OF SAID EASEMENT IS TO BE 30' WESTERLY OF AND PARALLEL TO THE CENTERLINE BELOW DESCRIBED AS WELL AS 30' EASTERLY OF AND PARALLEL TO SAID CENTERLINE.



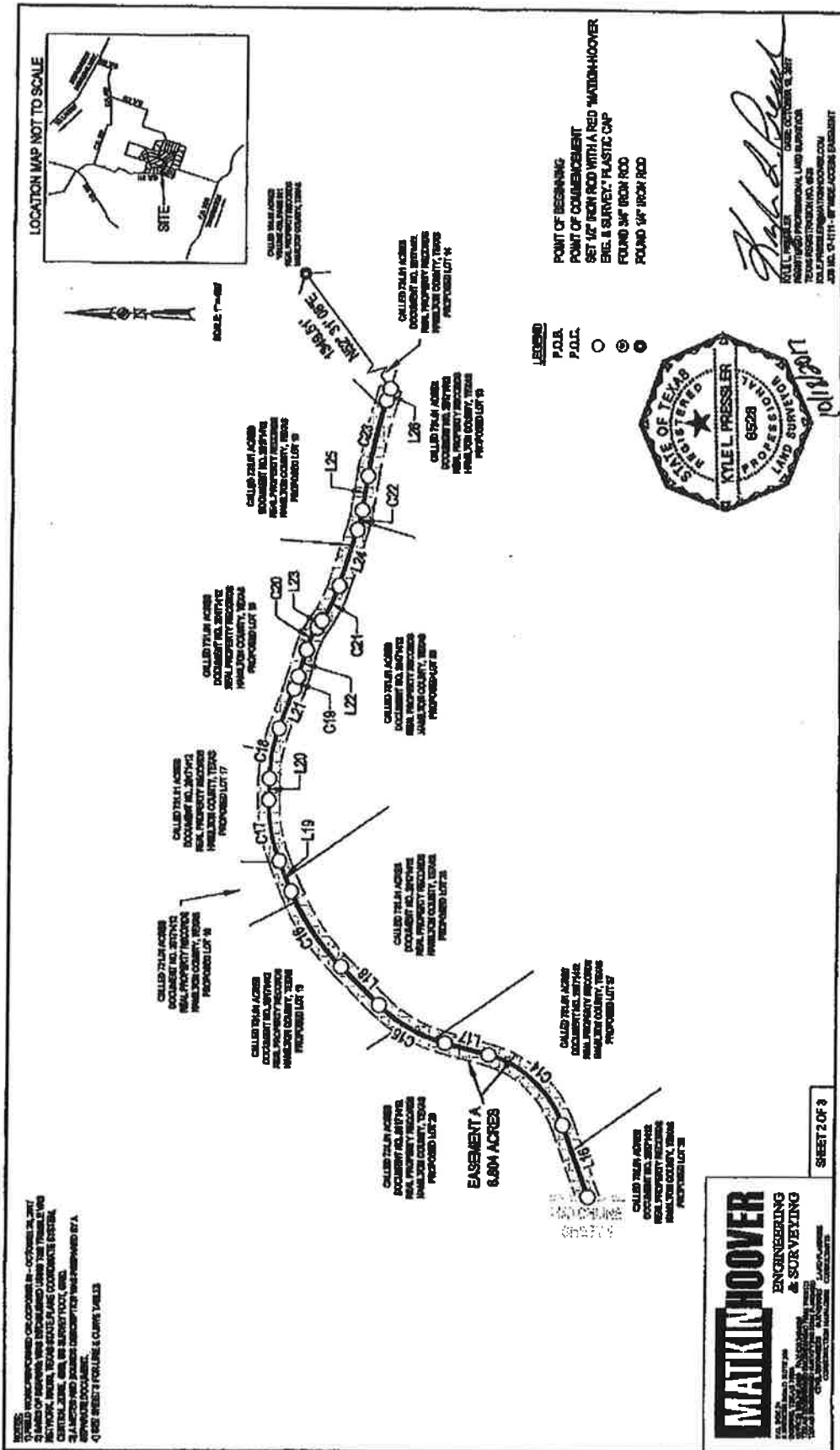
**LEGEND**  
P.O.B. P.O.C.  
○ ○



FB GENTRY SURVEY  
ABSTRACT NO. 1206

**MATKIN HOOVER**  
ENGINEERING & SURVEYING  
1000 N. GULF SHORE BLVD., SUITE 100  
DALLAS, TEXAS 75242  
PHONE: 972.343.8888  
FAX: 972.343.8889  
WWW.MATKINHOOVER.COM

SHEET 1 OF 3





*Kate Pressler*  
 KATEL PRESSLER, P.E.  
 65208  
 10101 W. 14TH ST. SUITE 1000  
 FORT WORTH, TEXAS 76150  
 TEL: 817.339.1111 FAX: 817.339.1112  
 WWW.KATELPRESSLER.COM

LINE	DESCRIPTION	AMOUNT
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12	10/19/17	100.00
13	10/19/17	100.00
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97	10/19/17	100.00
98	10/19/17	100.00
99	10/19/17	100.00
100	10/19/17	100.00

**MATKIN HOOVER**  
 ENGINEERING & SURVEYING  
 10101 W. 14TH ST. SUITE 1000  
 FORT WORTH, TEXAS 76150  
 TEL: 817.339.1111 FAX: 817.339.1112  
 WWW.MATKINHOOVER.COM

SHEET 3 OF 3

# MATKIN HOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006  
PHONE: 830-249-0600 FAX: 830-249-0099  
TEXAS REGISTERED SURVEYING FIRM F-10024000

## CENTERLINE DESCRIPTION FOR A 60' WIDE ACCESS EASEMENT (BEING 6.804 ACRES) EASEMENT "A"

A 60' WIDE ACCESS EASEMENT, BEING 6.804 ACRES, LOCATED IN THE FB GENTRY SURVEY, ABSTRACT NO. 1206 AND BEING OVER AND ACROSS A CALLED 731.04 ACRE TRACT AS CONVEYED TO THE RANCHES AT SKY VALLEY, LLC., OF RECORD IN INSTRUMENT NO. 20171412 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS. THE BOUNDARY OF SAID EASEMENT IS TO BE 30' NORTHERLY OF AND PARALLEL TO THE CENTERLINE BELOW DESCRIBED AS WELL AS 30' SOUTHERLY OF AND PARALLEL TO SAID CENTERLINE. THE CENTERLINE OF SAID 60' WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY BEARINGS AND DISTANCES AS FOLLOWS:

**BEGINNING** at a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" in the easterly right-of-way line of County Road 611, the westerly line of said 731.04 acre tract and the most westerly point of the centerline described herein, from which a found  $\frac{1}{2}$ " iron rod for an angle in the easterly right-of-way line of County Road 611 and the westerly line of said 731.04 acre tract bears, N 17° 09' 37" E, a distance of 9.04 feet;

**THENCE:** Departing the easterly right-of-way line of County Road 611 and over and across said 731.04 acre tract, the following forty-two (42) courses:

1. S 71° 22' 16" E, a distance of 62.47 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
2. With a curve to the right having a radius of 100.00 feet, an arc length of 25.98 feet, a delta angle of 015° 53' 15" and a chord bears, S 63° 55' 38" E, a distance of 25.91 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
3. S 56° 29' 01" E, a distance of 246.58 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
4. With a curve to the left having a radius of 1000.00 feet, an arc length of 115.55 feet, a delta angle of 006° 37' 15" and a chord bears, S 59° 47' 38" E, a distance of 115.49 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
5. S 63° 06' 15" E, a distance of 60.55 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
6. With a curve to the right having a radius of 2000.00 feet, an arc length of 259.43 feet, a delta angle of 007° 25' 56" and a chord bears, S 59° 23' 18" E, a distance of 259.25 feet to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,

1



7. S 55° 40' 20" E, a distance of 122.81 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
8. With a curve to the left having a radius of 200.00 feet, an arc length of 126.45 feet, a delta angle of 036° 13' 32" and a chord bears, S 73° 47' 06" E, a distance of 124.36 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
9. N 88° 06' 08" E, a distance of 91.10 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for an angle of the centerline described herein,
10. S 30° 48' 06" E, a distance of 136.26 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
11. With a non-tangent curve to the right having a radius of 300.00 feet, an arc length of 93.61 feet, a delta angle of 017° 52' 38" and a chord bears, S 20° 48' 14" E, a distance of 93.23 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
12. S 11° 51' 55" E, a distance of 64.56 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
13. With a curve to the left having a radius of 100.00 feet, an arc length of 98.71 feet, a delta angle of 056° 33' 14" and a chord bears, S 40° 08' 32" E, a distance of 94.75 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of non-tangency of the centerline described herein,
14. S 68° 37' 20" E, a distance of 74.12 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
15. With a curve to the left having a radius of 125.00 feet, an arc length of 7.17 feet, a delta angle of 003° 17' 04" and a chord bears, S 70° 15' 53" E, a distance of 7.16 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
16. S 71° 54' 25" E, a distance of 60.46 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
17. With a curve to the left having a radius of 100.00 feet, an arc length of 85.58 feet, a delta angle of 049° 02' 05" and a chord bears, N 83° 34' 33" E, a distance of 82.99 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
18. N 59° 03' 30" E, a distance of 46.25 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
19. With a curve to the left having a radius of 350.00 feet, an arc length of 115.18 feet, a delta angle of 018° 51' 22" and a chord bears, N 49° 37' 50" E, a distance of 114.67 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
20. N 40° 12' 09" E, a distance of 135.12 feet to a set ½" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the easement described herein,
21. With a curve to the right having a radius of 500.00 feet, an arc length of 263.35 feet, a delta angle of 030° 10' 38" and a chord bears, N 55° 17' 28" E, a distance of 260.31 feet to a set ½" iron rod

- with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
22. N 70° 22' 47" E, a distance of 203.87 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  23. With a curve to the left having a radius of 300.00 feet, an arc length of 289.23 feet, a delta angle of 055° 14' 20" and a chord bears, N 42° 45' 37" E, a distance of 278.16 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  24. N 15° 08' 27" E, a distance of 122.94 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  25. With a curve to the right having a radius of 400.00 feet, an arc length of 210.00 feet, a delta angle of 030° 04' 50" and a chord bears, N 30° 10' 52" E, a distance of 207.60 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  26. N 45° 13' 18" E, a distance of 147.75 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  27. With a curve to the right having a radius of 650.00 feet, an arc length of 245.33 feet, a delta angle of 021° 37' 32" and a chord bears, N 56° 02' 03" E, a distance of 243.88 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  28. N 66° 50' 49" E, a distance of 88.21 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  29. With a curve to the right having a radius of 400.00 feet, an arc length of 168.88 feet, a delta angle of 024° 11' 27" and a chord bears, N 78° 56' 32" E, a distance of 167.63 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  30. S 88° 57' 44" E, a distance of 57.93 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  31. With a curve to the right having a radius of 400.00 feet, an arc length of 140.11 feet, a delta angle of 020° 04' 12" and a chord bears, S 78° 55' 38" E, a distance of 139.40 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  32. S 68° 53' 32" E, a distance of 115.20 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  33. With a curve to the left having a radius of 400.00 feet, an arc length of 34.52 feet, a delta angle of 004° 56' 41" and a chord bears, S 71° 21' 53" E, a distance of 34.52 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  34. S 73° 50' 13" E, a distance of 76.32 feet to a set ½" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,

35. With a curve to the right having a radius of 200.00 feet, an arc length of 65.69 feet, a delta angle of  $018^{\circ} 49' 12''$  and a chord bears,  $S 64^{\circ} 25' 37'' E$ , a distance of 65.40 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
36.  $S 55^{\circ} 01' 01'' E$ , a distance of 21.78 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
37. With a curve to the left having a radius of 350.00 feet, an arc length of 103.34 feet, a delta angle of  $016^{\circ} 55' 01''$  and a chord bears,  $S 63^{\circ} 28' 31'' E$ , a distance of 102.96 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
38.  $S 71^{\circ} 56' 02'' E$ , a distance of 158.98 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
39. With a curve to the left having a radius of 350.00 feet, an arc length of 55.11 feet, a delta angle of  $009^{\circ} 01' 19''$  and a chord bears,  $S 76^{\circ} 26' 41'' E$ , a distance of 55.06 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
40.  $S 80^{\circ} 57' 21'' E$ , a distance of 94.84 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
41. With a curve to the right having a radius of 1500.00 feet, an arc length of 213.03 feet, a delta angle of  $008^{\circ} 08' 14''$  and a chord bears,  $S 76^{\circ} 53' 14'' E$ , a distance of 212.85 feet to a set  $\frac{1}{4}$ " iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein, and
42.  $S 72^{\circ} 49' 07'' E$ , a distance of 33.78 feet to the POINT OF TERMINUS of said centerline, from which a found  $\frac{1}{4}$ " iron rod for a northeast exterior corner of said 731.04 acre tract bears,  $N 52^{\circ} 31' 08'' E$ , a distance of 1349.51 feet. Said 60' wide access easement being 6.804 acres of land, more or less, situated in Hamilton County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 17-1111 6.804 Acres – Access Easement  
Date: October 18, 2017



# MATKIN HOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006  
PHONE: 830-249-0600 FAX: 830-249-0099  
TEXAS REGISTERED SURVEYING FIRM F-10024000

## CENTERLINE DESCRIPTION FOR A 60' WIDE ACCESS EASEMENT (BEING 0.8534 OF ONE ACRE) EASEMENT "B"

A 60' WIDE ACCESS EASEMENT, BEING 0.8534 OF ONE ACRE, LOCATED IN THE FB GENTRY SURVEY, ABSTRACT NO. 1206 AND BEING OVER AND ACROSS A CALLED 731.04 ACRE TRACT AS CONVEYED TO THE RANCHES AT SKY VALLEY, LLC., OF RECORD IN INSTRUMENT NO. 20171412 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS. THE BOUNDARY OF SAID EASEMENT IS TO BE 30' WESTERLY OF AND PARALLEL TO THE CENTERLINE BELOW DESCRIBED AS WELL AS 30' EASTERLY OF AND PARALLEL TO SAID CENTERLINE. THE CENTERLINE OF SAID 60' WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY BEARINGS AND DISTANCES AS FOLLOWS:

COMMENCING at a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" in the easterly right-of-way line of County Road 611, the westerly line of said 731.04 acre tract and the most westerly point of the centerline described herein, from which a found  $\frac{1}{4}$ " Iron rod for an angle in the easterly right-of-way line of County Road 611 and the westerly line of said 731.04 acre tract bears, N 17° 09' 37" E, a distance of 9.04 feet;

THENCE: Departing the easterly right-of-way line of County Road 611 and over and across said 731.04 acre tract, the following ten (10) courses:

1. S 71° 22' 16" E, a distance of 62.47 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature,
2. With a curve to the right having a radius of 100.00 feet, an arc length of 25.98 feet, a delta angle of 015° 53' 15" and a chord bears, S 63° 55' 38" E, a distance of 25.91 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency,
3. S 56° 29' 01" E, a distance of 246.58 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature,
4. With a curve to the left having a radius of 1000.00 feet, an arc length of 115.55 feet, a delta angle of 006° 37' 15" and a chord bears, S 59° 47' 38" E, a distance of 115.49 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency,
5. S 63° 06' 15" E, a distance of 60.55 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature,
6. With a curve to the right having a radius of 2000.00 feet, an arc length of 259.43 feet, a delta angle of 007° 25' 56" and a chord bears, S 59° 23' 18" E, a distance of 259.25 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency,
7. S 55° 40' 20" E, a distance of 122.81 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature,
8. With a curve to the left having a radius of 200.00 feet, an arc length of 126.45 feet, a delta angle of 036° 13' 32" and a chord bears, S 73° 47' 06" E, a distance of 124.36 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency,
9. N 88° 06' 08" E, a distance of 91.10 feet to a set  $\frac{1}{4}$ " Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for an angle, and
10. N 35° 16' 40" E, a distance of 32.82 feet to the BEGINNING of the centerline described herein;

THENCE: Over and across said 731.04 acre tract the following seven (7) courses:

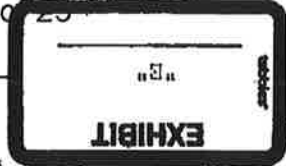


1. N 35° 16' 40" E, a distance of 14.93 feet to a set 1/4" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
2. With a curve to the left having a radius of 200.00 feet, an arc length of 91.75 feet, a delta angle of 009° 05' 44" and a chord bears, N 30° 43' 48" E, a distance of 31.72 feet to a set 1/4" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
3. N 26° 10' 56" E, a distance of 150.52 feet to a set 1/4" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
4. With a curve to the left having a radius of 250.00 feet, an arc length of 212.33 feet, a delta angle of 048° 39' 45" and a chord bears, N 01° 51' 04" E, a distance of 206.01 feet to a set 1/4" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
5. N 22° 28' 49" W, a distance of 29.16 feet to a set 1/4" Iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
6. With a curve to the right having a radius of 200.00 feet, an arc length of 119.79 feet, a delta angle of 034° 18' 58" and a chord bears, N 05° 19' 19" W, a distance of 118.00 feet to a set 1/4" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein, and
7. N 11° 50' 10" E, a distance of 54.34 feet to the POINT OF TERMINUS of said centerline, from which a found 1/4" Iron rod for a northeast interior corner of said 731.04 acre tract bears, N 65° 18' 25" E, a distance of 2804.83 feet. Said 60' wide access easement being 0.8534 of one acre of land, more or less, situated in Hamilton County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 17-1111 0.8534 Acres - Access Easement  
Date: October 18, 2017

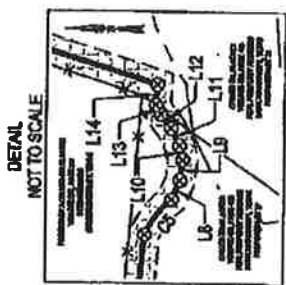
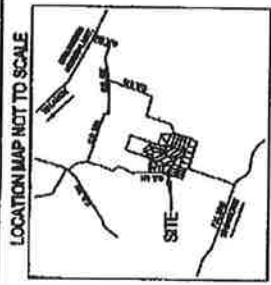


THIS WORK PREPARED ON OCTOBER 18 - OCTOBER 20, 2017  
 2:00 PM. THIS WORK WAS PREPARED BY THE FIRM OF  
 MATKINHOOVER ENGINEERING & SURVEYING, INC., 1000  
 CENTRAL EXPRESSWAY, SUITE 100, DALLAS, TEXAS 75201. THE  
 SURVEYOR'S NAME AND LICENSE NUMBER ARE PRINTED ON THE  
 SURVEY DOCUMENT.

**EXHIBIT SHOWING**

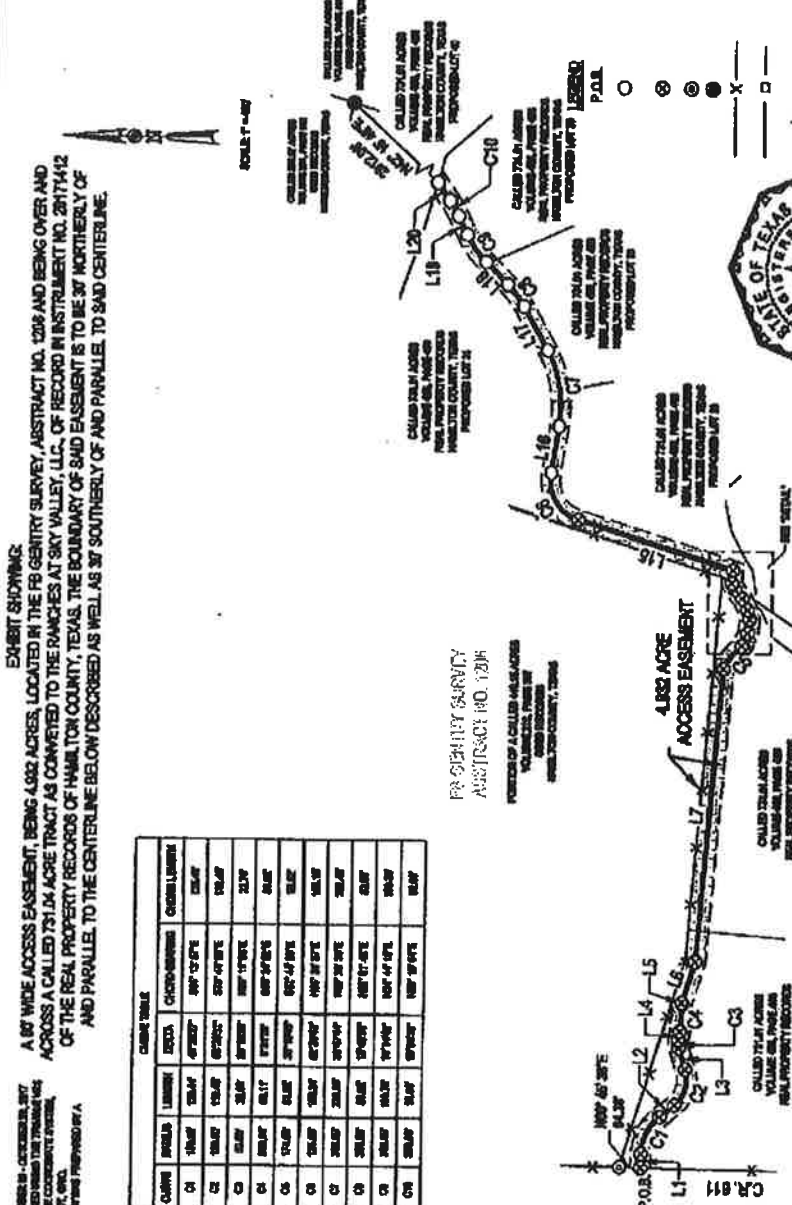
A 80' WIDE ACCESS EASEMENT, BEING 4,882 ACRES, LOCATED IN THE FB GENTRY SURVEY, ABSTRACT NO. 1208 AND BEING OVER AND ACROSS A CALLED 791.04 ACRE TRACT AS COMPLETED TO THE RANCHES AT SKY VALLEY, I.L.C., OF RECORD IN INSTRUMENT NO. 20171412 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS. THE BOUNDARY OF SAID EASEMENT IS TO BE 30' NORTHERLY OF AND PARALLEL TO THE CENTERLINE BELOW DESCRIBED AS WELL AS 30' SOUTHERLY OF AND PARALLEL TO SAID CENTERLINE.

LINE TABLE		CHAIN TABLE		CHAIN TABLE	
LINE	BEARING	DISTANCE	CHAINS	LINKS	FEET
L1	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L2	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L3	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L4	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L5	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L6	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L7	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L8	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L9	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L10	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L11	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L12	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L13	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L14	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L15	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L16	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L17	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L18	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L19	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L20	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L21	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L22	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L23	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L24	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L25	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L26	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L27	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L28	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L29	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L30	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L31	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L32	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L33	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L34	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L35	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L36	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L37	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L38	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L39	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L40	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L41	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L42	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L43	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L44	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L45	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L46	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L47	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L48	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L49	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L50	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L51	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L52	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L53	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L54	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L55	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L56	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L57	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L58	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L59	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L60	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L61	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L62	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L63	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L64	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L65	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L66	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L67	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L68	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L69	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L70	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L71	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L72	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L73	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L74	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L75	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L76	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L77	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L78	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L79	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L80	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L81	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L82	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L83	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L84	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L85	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L86	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L87	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L88	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L89	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L90	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L91	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L92	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L93	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L94	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L95	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L96	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L97	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L98	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L99	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27
L100	S 89° 17' 00" W	43.27	0.0000	0.0000	43.27



POINT OF BEGINNING  
 SET 1/2" IRON ROD WITH A RED "MATKINHOOVER  
 ENG. & SURVEY" PLASTIC CAP  
 SET 1/2" IRON ROD WITH A YELLOW  
 "M" INITIAL EASEMENT PLASTIC CAP  
 FOUND 3" METAL FENCE POST  
 FOUND 3/4" IRON ROD  
 WIRE FENCE  
 IRON FENCE

*Kyle L. Pressler*  
 KYLE L. PRESSLER  
 DATE OCTOBER 18, 2017  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS INSTRUMENT NO. 100  
 10000 W. WINDYBROOK DRIVE  
 SUITE 100  
 DALLAS, TEXAS 75241  
 AN 1/4" 12-PT. - 4-PINCH ROSS' PATENT



**MATKINHOOVER**  
 ENGINEERING & SURVEYING  
 10000 W. WINDYBROOK DRIVE, SUITE 100, DALLAS, TEXAS 75241  
 TEL: 214-343-8888 FAX: 214-343-8889  
 WWW.MATKINHOOVER.COM  
 LICENSE NO. 10000  
 REGISTERED PROFESSIONAL LAND SURVEYOR

# MATKIN HOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006  
PHONE: 830-249-0800 FAX: 830-249-0099  
TEXAS REGISTERED SURVEYING FIRM F-10024000

## CENTERLINE DESCRIPTION FOR A 60' WIDE ACCESS EASEMENT (BEING 4.932 ACRES)

A 60' WIDE ACCESS EASEMENT, BEING 4.932 ACRES, LOCATED IN THE FB GENTRY SURVEY, ABSTRACT NO. 1206 AND BEING OVER AND ACROSS A CALLED 731.04 ACRE TRACT AS CONVEYED TO THE RANCHES AT SKY VALLEY, LLC., OF RECORD IN INSTRUMENT NO. 20171412 OF THE REAL PROPERTY RECORDS OF HAMILTON COUNTY, TEXAS. THE BOUNDARY OF SAID EASEMENT IS TO BE 30' NORTHERLY OF AND PARALLEL TO THE CENTERLINE BELOW DESCRIBED AS WELL AS 30' SOUTHERLY OF AND PARALLEL TO SAID CENTERLINE. THE CENTERLINE OF SAID 60' WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY BEARINGS AND DISTANCES AS FOLLOWS:

**BEGINNING** at a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" in the easterly right-of-way line of County Road 611, the westerly line of said 731.04 acre tract and the most westerly point of the centerline described herein, from which a found 3" metal fence post in the easterly right-of-way line of County Road 611 and for a northwest corner of said 731.04 acre tract bears, N 00° 45' 38" E, a distance of 64.36 feet;

**THENCE:** Departing the easterly right-of-way line of County Road 611 and over and across said 731.04 acre tract, the following thirty (30) courses:

1. S 88° 57' 10" E, a distance of 42.36 feet to a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of curvature of the centerline described herein,
2. With a curve to the right having a radius of 150.00 feet, an arc length of 129.44 feet, a delta angle of 049° 26' 27" and a chord bears, S 64° 13' 57" E, a distance of 125.46 feet to a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of tangency of the centerline described herein,
3. S 39° 30' 49" E, a distance of 57.01 feet to a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of curvature of the centerline described herein,
4. With a curve to the left having a radius of 100.00 feet, an arc length of 119.46 feet, a delta angle of 068° 26' 52" and a chord bears, S 73° 44' 09" E, a distance of 112.49 feet to a point of tangency of the centerline described herein,
5. N 72° 02' 25" E, a distance of 68.42 feet to a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of curvature of the centerline described herein,
6. With a curve to the right having a radius of 50.00 feet, an arc length of 22.96 feet, a delta angle of 026° 18' 55" and a chord bears, N 85° 11' 53" E, a distance of 22.76 feet to a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of tangency of the centerline described herein,
7. S 81° 38' 39" E, a distance of 27.79 feet to a set  $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of curvature of the centerline described herein,
8. With a curve to the left having a radius of 500.00 feet, an arc length of 83.11 feet, a delta angle of 009° 31' 26" and a chord bears, S 86° 24' 22" E, a distance of 83.02 feet to a set  $\frac{1}{2}$ " iron rod



- with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of tangency of the centerline described herein,
9. N 88° 49' 55" E, a distance of 3.19 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  10. S 73° 18' 03" E, a distance of 131.84 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  11. S 85° 26' 51" E, a distance of 893.42 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of curvature of the centerline described herein,
  12. With a non-tangent curve to the right having a radius of 174.06 feet, an arc length of 91.68 feet, a delta angle of 030° 10' 40" and a chord bears, S 52° 44' 59" E, a distance of 90.62 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of non-tangency of the centerline described herein,
  13. S 66° 46' 43" E, a distance of 42.73 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  14. S 82° 50' 37" E, a distance of 42.51 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  15. N 76° 47' 01" E, a distance of 29.60 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  16. N 63° 38' 45" E, a distance of 38.35 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  17. N 51° 26' 49" E, a distance of 34.75 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  18. N 60° 05' 36" E, a distance of 21.37 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  19. S 85° 26' 51" E, a distance of 39.62 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for an angle of the centerline described herein,
  20. N 17° 04' 45" E, a distance of 491.61 feet to a set 1/2" iron rod with a yellow plastic cap stamped "JM MATKIN EASEMENT" for a point of curvature of the centerline described herein,
  21. With a curve to the right having a radius of 125.00 feet, an arc length of 180.34 feet, a delta angle of 082° 39' 43" and a chord bears, N 58° 24' 37" E, a distance of 165.10 feet to a set 1/2" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  22. S 80° 15' 32" E, a distance of 139.78 feet to a set 1/2" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  23. With a curve to the left having a radius of 350.00 feet, an arc length of 236.99 feet, a delta angle of 038° 47' 44" and a chord bears, N 80° 20' 36" E, a distance of 232.49 feet to a set 1/2" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,
  24. N 60° 56' 44" E, a distance of 152.39 feet to a set 1/2" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of curvature of the centerline described herein,
  25. With a curve to the left having a radius of 300.00 feet, an arc length of 82.89 feet, a delta angle of 015° 49' 53" and a chord bears, N 53° 01' 48" E, a distance of 82.63 feet to a set 1/2" iron rod with a red plastic cap stamped "MATKIN-HOOVER ENG. & SURVEYING" for a point of tangency of the centerline described herein,

## FILED and RECORDED

Instrument Number: 20171609 B: RP V: 527 P: 151

Filing and Recording Date: 10/24/2017 01:52:24 PM Recording Fee: 110.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

Kiesha Bagwell, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.



**PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE  
AMENDED  
THE RANCHES AT SKY VALLY PROPERTY OWNERS' ASSOCIATION, INC.**

STATE OF TEXAS

§

COUNTY OF HAMILTON

§

§

1. Name of Subdivision: The Ranches at Sky Valley Subdivision
2. Name of Homeowners Association: The Ranches at Sky Valley Property Owners' Association, Inc.
3. Recording Data for Subdivision: 730 acres in Hamilton County, Texas as further described in the Declarations.
4. Recording Data for Declaration: See Exhibit "A"
5. Name and mailing address of Association: The Ranches at Sky Valley Property Owners' Association, Inc., 509 N. Erath, Meridian, Texas 76665.
6. The association's designated representative is: Zane Mahon
7. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Hamilton County Clerk as set forth on Exhibit A.

*Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for The Ranches at Sky Valley Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.*

**THE RANCHES AT SKY VALLEY  
PROPERTY OWNERS' ASSOCIATION,  
INC.**

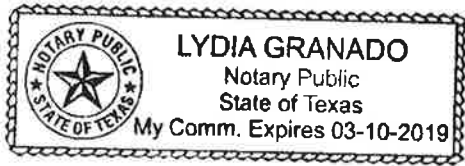
By: \_\_\_\_\_  
Zane Mahon, President

THE STATE OF TEXAS §  
COUNTY OF Jeff Davis §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Zane Mahon who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Sky Valley Property Owners' Association, Inc. and that by authority duly given and as the act of The Ranches at Sky Valley Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 28<sup>th</sup> day of March 2018.



Lydia Granado  
Notary Public in and for The State of Texas

**AFTER RECORDING, RETURN TO:**

The Ranches at Sky Valley Property  
Owners' Association, Inc.  
509 N. Erath  
Meridian, Texas 76665



**EXHIBIT "A"**

The Ranches at Sky Valley, a subdivision located in Hamilton County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of The Ranches at Sky Valley Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Hamilton County, Texas, as follows:

<b>DATE RECORDED</b>	<b>CLERK'S FILE NO.</b>	<b>DOCUMENT</b>
10/24/17	<u>20171608</u>	Declaration of Covenants, Conditions, R and Restrictions, Easements, Charges, and Liens for The Ranches at Sky Valley Subdivision
3/7/18	<u>20180417</u>	Resolution Of The Board Of Directors Of The Ranches at Sky Valley Property Owners' Association, Inc. Regarding Records Production And Copying Policy
3/7/18	<u>20180418</u>	Resolution Of The Board Of Directors Of The Ranches at Sky Valley Property Owners' Association, Inc. Regarding Records Retention Policy
3/7/18	<u>20180419</u>	Resolution Of The Board Of Directors Of The Ranches at Sky Valley Property Owners' Association, Inc. Regarding Payment Plan Policy
3/7/18	<u>20180420</u>	Bylaws Of The Ranches at Sky Valley Property Owners' Association, Inc., A Nonprofit Corporation

## FILED and RECORDED

Instrument Number: 20180654 B: RP V: 534 P: 158

Filing and Recording Date: 04/11/2018 12:34:05 PM Recording Fee: 34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

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Kiesha Bagwell, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

**AFFIDAVIT TO THE PUBLIC**

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

BEFORE ME, the undersigned authority, on this day personally appeared DAVY ROBERTS, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Davy Roberts. I am adult, I am under no legal disability and I know of no reason that would disqualify me from making this affidavit. I hereby state that the facts and matters contained herein are true and correct and are made based upon my personal knowledge. I am the authorized agent for The Ranches at Sky Valley, LLC.

The Ranches at Sky Valley, LLC is the developer of The Ranches at Sky Valley Subdivision (“Subdivision”) located in Hamilton County, Texas. I am filing this affidavit pursuant to the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For The Ranches at Sky Valley Subdivision. The Declarations, which are filed under Clerk’s Instrument No. 20171608, in the Official Records of Hamilton County, Texas, require that when the Developer transfers control of the Subdivision, notice be filed in the Official Records of Hamilton County, Texas.

On March 8, 2018 a meeting of the Members was held and at that meeting control of The Ranches at Sky Valley Property Owners’ Association, Inc. was transferred from the Developer. The Developer Board Members were Davy Roberts - President, Price Keever - Vice-President, and Chad May - Secretary/Treasurer. There were only three nominations for individuals to run for the Board of Directors so there was no need to hold an election. The Members appointed to the Board of Directors are Zane Mahon - President, Teresa



## FILED and RECORDED

Instrument Number: 20180653 B: RP V: 534 P: 155

Filing and Recording Date: 04/11/2018 12:34:05 PM Recording Fee: 30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

---

Kiesha Bagwell, County Clerk  
Hamilton County, Texas

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STATE OF TEXAS                    §       RESOLUTION ADOPTING RECORDS  
                                          §       PRODUCTION AND COPYING POLICY  
                                          §       FOR THE RANCHES AT SKY VALLEY  
COUNTY OF HAMILTON           §       PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING RECORDS PRODUCTION AND COPYING POLICY**

Pursuant to Section 209.005(i), Texas Property Code, The Ranches at Sky Valley Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005(i), to-wit:

1. Copy Charges-

- a. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer if \$.09 per page or part of a page. Each side that has recorded information is considered a page.
- b. The charge for oversize copies (e.g.: 11 inches by 17 inches, not including maps and photographs using specialty paper) shall be \$.50 per page.
- c. The charge for specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic) shall be at actual cost.
- d. The charge for copies made onto a form of electronic media shall be the actual cost of the supplies used, for example a rewritable CD. Charges in this subsection are to cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request.

2. Labor Charges for locating, compiling, manipulating data, and reproducing information-

- a. The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- b. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
  - (i) Two or more separate buildings that are not physically connected with each other; or
  - (ii) A remote storage facility.

- c. A labor charge shall not be recovered for anytime spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.
  - d. When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:
    - (i) Two or more separate buildings that are not physically connected with each other; or
    - (ii) A remote storage facility.
3. Miscellaneous supplies-
- a. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.
4. Postal and shipping charges-
- a. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
5. Advance payment-
- a. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 13<sup>th</sup> day of October, 2017.

**THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.**

By: *Davy Roberts*  
Davy Roberts, President

ATTEST:

By: *Chad May*  
Chad May, Secretary

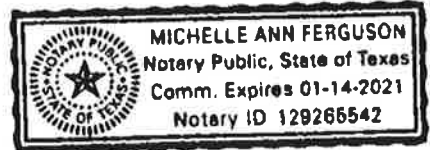
THE STATE OF TEXAS §  
COUNTY OF Hamilton §  
§

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Sky Valley Property Owners' Association, Inc. and that by authority duly given and as the act of The Ranches at Sky Valley Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 13<sup>th</sup> day of OCTOBER, 2017.

*Michelle Ferguson*  
Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

The Ranches at Sky Valley Property Owners' Association, Inc.  
14246 East Hwy. 290  
Stonewall, Texas 78671



## FILED and RECORDED

Instrument Number: 20180417 B: RP V: 532 P: 474

Filing and Recording Date: 03/07/2018 01:49:24 PM Recording Fee: 34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

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Kiesha Bagwell, County Clerk  
Hamilton County, Texas

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STATE OF TEXAS                    §        RESOLUTION ADOPTING RECORDS  
                                         §        RETENTION POLICY FOR THE  
                                         §        RANCHES AT SKY VALLEY PROPERTY  
COUNTY OF HAMILTON        §        OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING RECORDS RETENTION POLICY**

Pursuant to Section 209.005(m) of the Texas Property Code, The Ranches at Sky Valley Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records retention policy, to-wit:


Records of the Association shall be kept on the following schedule:

- (1) The certificate of formation, bylaws, restrictive covenants, and all amendments to the certificate for formation, bylaws and covenants shall be retained permanently.
- (2) Financial books and records shall be retained for seven years.
- (3) Account records of current owners shall be retained for five years.
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- (5) Minutes of meetings of the owners and the Board shall be retained for seven years.
- (6) Tax returns and audit records shall be retained for seven years.
- (7) Emails are not stored or saved electronically by Board Members, Committee Members, or anyone associated with the Association, including a management company. In the event that any communication is kept that started as an email, it will be printed and kept with the subject it involves. Emails are not kept as a practice and they are printed as necessary. In the event that an email is printed it may only contain the final decision or request, and not all pages of communication.

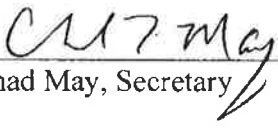
By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 13<sup>th</sup> day of October, 2017.

**THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.**

By:   
Davy Roberts, President

ATTEST:

By:   
Chad May, Secretary

THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF HAMILTON           §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Sky Valley Property Owners' Association, Inc. and that by authority duly given and as the act of The Ranches at Sky Valley Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 13<sup>th</sup> day of OCTOBER, 2017.

  
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

The Ranches at Sky Valley Property Owners' Association, Inc.  
14246 East Hwy. 290  
Stonewall, Texas 78671



## FILED and RECORDED

Instrument Number: 20180418 B: RP V: 532 P: 478

Filing and Recording Date: 03/07/2018 01:49:24 PM Recording Fee: 30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

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Kiesha Bagwell, County Clerk  
Hamilton County, Texas

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STATE OF TEXAS                   §       RESOLUTION ADOPTING PAYMENT PLAN  
                                          §       FOR THE RANCHES AT SKY VALLEY  
COUNTY OF HAMILTON       §       PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, The Ranches at Sky Valley Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following alternative payment policy to set forth guidelines for a payment plan of assessments and fees, to wit:

WHEREAS, the Association is required under Texas Property Code §209.0062 to create and record an alternative payment schedule for the Association governing Fairway Lakes Subdivision located in Hamilton County, Texas in order to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties; and

WHEREAS, the Association has adopted the following alternative payment plan for all Association dues and fees;

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for Fairway Lakes Subdivision, filed in the Official Records of Hamilton County, Texas, hereinafter referred to as the "Declaration".

NOW THEREFORE, the Association declares that the following is the alternative payment plan adopted:

1. The Due Date for all Annual Assessment Fees shall be January 1st of each year. The Due Date for all Special Assessments shall be 30 days after an Owner receives notice of the Special Assessment. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this document.

2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Owner's address which appears on the books of the Association or to such other address as designated in writing by the Owner.

3. All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

4. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable cost associated with administering the plan and interest shall continue to accrue. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

5. Any qualified Owner who owes a delinquent balance of \$500.00 or less shall be allowed, without deliberation by the Board, to pay the balance in three equal consecutive monthly installments, with the first payment due within the first thirty-day period following the approval of the payment plan.

6. Any qualified Owner who owes a delinquent balance of more than \$500.00 shall be allowed, without deliberation by the Board, to pay the balance by paying twenty-five percent of the balance during the first thirty-day period following the approval of the payment plan, with the remaining delinquent balance to be paid in five equal consecutive monthly installments.

7. Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; however, no payment plan shall exceed eighteen months or be shorter than three months.

8. The Association reserves the right to refuse to offer a payment plan to an Owner during a two (2) year period following an Owner's default under a previous payment plan.

9. If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

10. Payments will be posted by the Association staff in a timely manner. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to 10 (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-

called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 13<sup>th</sup> day of October, 2017.

**THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.**

By: *Davy Roberts*  
Davy Roberts, President

ATTEST:

By: *Chad May*  
Chad May, Secretary

THE STATE OF TEXAS §  
COUNTY OF Hamilton §

**CERTIFICATE OF ACKNOWLEDGMENT**

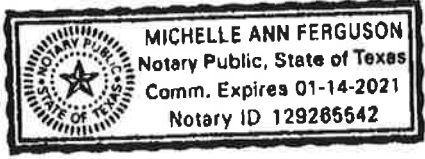
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Sky Valley Property Owners' Association, Inc. and that by authority duly given and as the act of The Ranches at Sky Valley Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 13<sup>th</sup> day of OCTOBER, 2017.

*Michelle Ferguson*  
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

The Ranches at Sky Valley Property Owners' Association, Inc.  
14246 East Hwy. 290  
Stonewall, Texas 78671



## FILED and RECORDED

Instrument Number: 20180419 B: RP V: 532 P: 481

Filing and Recording Date: 03/07/2018 01:49:24 PM Recording Fee: 34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

---

Kiesha Bagwell, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.





**AFFIDAVIT AUTHENTICATING DOCUMENT**

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF HAMILTON     §**

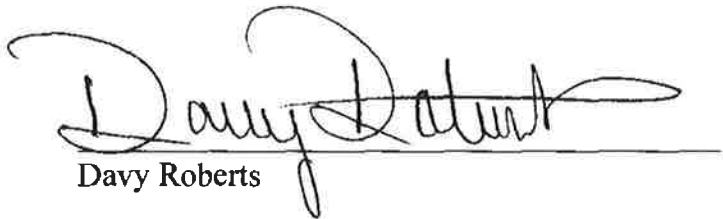
BEFORE ME, the undersigned authority, on this day personally appeared Davy Roberts, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Davy Roberts. I am the president of The Ranches at Sky Valley Property Owners’ Association, Inc.

“Attached to this affidavit is a true and correct copy of the Bylaws for The Ranches at Sky Valley Property Owners’ Association, Inc. These Bylaws have been duly adopted by The Ranches at Sky Valley Property Owners’ Association, Inc.

“These Bylaws are being filed in the Official Records of Hamilton County, Texas pursuant to Sections 202.001 and 202.006 of the Texas Property Code.

FURTHER AFFIANT SAITH NOT.”

  
Davy Roberts

THE STATE OF TEXAS §  
COUNTY OF HAMILTON §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of The Ranches at Sky Valley Property Owners' Association, Inc. and that by authority duly given and as the act of The Ranches at Sky Valley Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 13<sup>th</sup> day of OCTOBER, ~~2018~~ 2017

  
Notary Public, State of Texas



**BYLAWS OF  
THE RANCHES AT SKY VALLEY PROPERTY OWNERS' ASSOCIATION, INC.,  
A NONPROFIT CORPORATION**

**ARTICLE I  
DEFINITIONS**

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for The Ranches at Sky Valley Subdivision executed by The Ranches at Sky Valley, LLC, as Developer therein, and recorded in the Official Records of the County Clerk's office in Hamilton County, Texas, (as modified, amended or supplemented, from time to time, the "Declaration").

Section 1.1 "Association" means and refers to The Ranches at Sky Valley Property Owners' Association, Inc., its successors and assigns, a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property, if any, owned by the association for the common use and enjoyment of the Owners.

Section 1.3 "Developer" means and refers to The Ranches at Sky Valley, LLC, a Delaware Limited Liability Company, its successors and assigns.

Section 1.4 "Declaration" means and refers to the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for The Ranches at Sky Valley Subdivision, as it may be amended from time to time.

Section 1.5 "Lot" means and refers to any tract of land originally sold by the Developer that comes from the 730 acres described by metes and bounds in the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for The Ranches at Sky Valley Subdivision which are filed in the Official Public Records of Hamilton County, Texas.

Section 1.6 "Member" means and refers to an Owner who is a member of the Association as provided in Article II of the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for The Ranches at Sky Valley Subdivision .

Section 1.7 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.8 "Subdivision" means and refers to all property located within the 730 acres described by metes and bounds in the Declaration of Covenants, Conditions, and Restrictions, Easements, Charges and Liens for The Ranches at Sky Valley Subdivision which are filed in the Official Public Records of Hamilton County, Texas. All references to "The Ranches at Sky Valley" or "Properties" means this subdivision as defined in this Section 1.8.

**ARTICLE II**  
**ADMINISTRATION OF SUBDIVISION**

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Project, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the "Act") and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, officers, and Members shall at all times act in conformity with the Act, and the Governing Documents.

**ARTICLE III**  
**OFFICES-SEAL-FISCAL YEAR**

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Seal: The seal of the Association shall be in the form of two concentric circles with the name of the Association printed between the two concentric circles with "Corporate Non-Profit" printed in the inner circle and "Seal Texas 2017" printed in the center of the seal.

Section 3.4 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

**ARTICLE IV**  
**MEMBERSHIP**

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk's office of Hamilton County, Texas, of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

Section 4.2 Place of Meeting: All meetings of the Membership shall be held at a place within Hamilton County, Texas, or at such other place, either within or without the State of Texas, as designated in the notice of the meeting.

Section 4.3 Annual Meeting: A meeting of the Association shall be held at least once each year. The first annual meeting of the Members will be held within one year from the date of incorporation of the Association or no later than thirty-days after one hundred percent (100%) of the lots have been sold, whichever first occurs. Thereafter, the Annual Meeting of the Association shall be held on the second Tuesday in October of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day, which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail, to the mailing address of each Lot or to any other mailing address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety

or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of revocation delivered to the person presiding over a meeting of the Association. The proxy of any Owner will automatically terminate on conveyance by such Owner of his or her lot.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot.

## **ARTICLE V BOARD**

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board Members. The Board may, however, fill vacancies in its Membership for the unexpired portion of any term.

Section 5.2 Number, Term, and Qualifications: The initial Board shall consist of the three (3) individuals appointed by the Developer and who need not be Members. The Board members appointed by the Developer need not be Owners in the Subdivision. On or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to Owners other than Developer, at least one-third of the Board Members must be elected by Owners other than the Developer. After all of the lots are sold then the Board shall consist of not less than three (3) but no more than five (5) directors. Within these limits, the Board may change the number of directors. No decrease in the number of directors may shorten the current term of a director. The directors, after the Developer transfers control, shall be elected by the Members. Directors after Developer transfers control shall be elected to staggered terms. Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board Members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: Any Board Member, other than a Member appointed by the Developer, may be removed from the Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, the notice of the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board Members appointed by the Developer may only be removed by the Developer and can be removed with or without cause. If any Board Members are so removed, their successors as Board Members may be elected by the Developer or the Membership at the same meeting to fill the unexpired terms of the Board Members so removed as provided in Section 5.3.

Section 5.5 Vacancies: A vacancy occurring in the Board may be filled by a majority of the remaining Board Members, though less than a quorum, or by the sole remaining Board Member; provided, however, a vacancy created by an increase in the authorized number of Board Members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board Member at any time to fill any vacancy not filled by the Board Members. As provided in Section 5.4, the Developer or the Membership shall have

the first right to fill any vacancy created by the Developer or the Membership's removal of a Board Member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the President shall preside.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services, which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers. The Board Members who vote for or assent to the making of a loan to a Board Member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 5.10 Meetings of the Board:

A. Regular Meetings and Special Meetings: Members shall be entitled to notice of all regular or special meetings of the Board. The notice shall contain the date, hour, place, and general subject of the regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be sent in one of two ways:

1. by mail to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; *or*
2. by providing at least 72 hours before the start of the meeting by:
  - a. posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:
    - i. in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or



ii. on any Internet website maintained by the association or other Internet media;  
and

b. sending the notice by e-mail to each owner who has registered an e-mail address with the association. (It is an owner's duty to keep an updated e-mail address registered with the property owners' association.)

C. Meetings Without Notice: The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners, if each Director may hear and be heard by every other Director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The Board may not, without prior notice to owners under Subsection (e), consider or vote on:

1. Fines;
2. Damage assessments;
3. Initiation of foreclosure actions;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increases in assessments;
6. Levying of special assessments; or
7. A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

D. Meeting Place: Except for a meeting held by electronic or telephonic means, a board meeting must be held in a county in which all or part of the subdivision is located or in a county adjacent to that county.

E. Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference, shall be regarded as the act or decision of the Board.

Section 5.11 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary

of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.12 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Project and collection of the assessments for the Owners, as provided in the Governing Documents;

C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;

D. Adoption of rule and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area, the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance;

G. Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records of the Association from the Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;

H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;

I. Supervising all officers, agents and employees of the Association and insuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations

of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner.

P. Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association.

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President, any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

R. Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a Lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefor; and

S. Exercising any other powers allowed in the Declaration, the Certificate of Formation, these Bylaws, or otherwise by law.

T. Suspend the voting rights and right to use the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty-days for infraction of published rules and regulations;

U. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration,

Certificate of Formation, or by other provisions of these Bylaws;

V. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

W. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 5.13 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

Section 5.14 Duties: It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;

D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- G. Cause the Common Area to be maintained.

## **ARTICLE VI** **COMMITTEES**

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board.

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

## **ARTICLE VII** **OFFICERS**

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant treasurers and other officers as the Board may from time to time appoint. Except for the President, no officer need be a Member of the Board.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

Section 7.3 Removal: Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer he replaces.

Section 7.5 Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by

one person. Any officer may also be a Member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of the Chairman, he shall also preside at all meetings of the Board. He shall see that the orders and resolutions of the Board are carried out; he shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 7.7 Vice President: The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by the Board) and the other reports to be furnished to the Members as required in the Texas Property Code. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

Section 7.10 Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board.

Section 7.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

Section 7.12 Indemnification: To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 7.13 Amendment Authority: Amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

## **ARTICLE VIII** **AMENDMENTS**

Section 8.1 Amendments by Members: Subject to Section 8.2 and the last sentence of this Section 8.1, these Bylaws may be amended. All persons or entities that own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws, which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Developer provided for in the Governing Documents, without the consent of Developer.

Section 8.2 Amendments by Developer or Board: Developer, for so long as it owns lots in the subdivision, and thereafter the Board, shall have the right to amend these Bylaws for the purposes set forth in the Declaration, without the consent or approval of any other Member.

Section 8.3 Agency Approval: So long as Developer still owns lots in the subdivision, any amendment of these Bylaws, except as expressly provided in Section 8.2 above, shall require the prior written approval of any Agency then holding or insuring any Mortgage.

## **ARTICLE IX** **MISCELLANEOUS**

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

Section 9.5 Books and Records: The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal

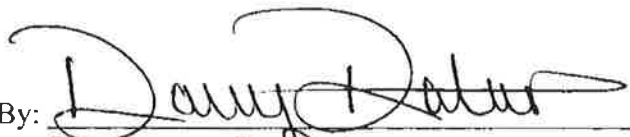
office of the Association, where copies will be made available for sale at a reasonable price.

Section 9.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.

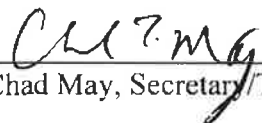
Section 9.7 Conflict: In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

PASSED, ADOPTED, AND APPROVED on this the 13<sup>th</sup> day of October, 2017.

**The Ranches at Sky Valley Property Owners'  
Association, Inc.**

By:   
Davy Roberts, President

**ATTEST:**

By:   
Chad May, Secretary/Treasurer



## FILED and RECORDED

Instrument Number: 20180420 B: RP V: 532 P: 485

Filing and Recording Date: 03/07/2018 01:49:24 PM Recording Fee: 86.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

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Kiesha Bagwell, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.