

RESTRICTIVE COVENANTS & CONDITIONS

STATE OF TEXAS §
COUNTY OF HAMILTON §

KNOW ALL MEN BY THESE PRESENTS:

Be it known that Creekside Ranch Group, LLC., a Texas limited liability company (“Declarant”), for the purpose of attaching these Restrictions & Conditions (“Restrictions”) upon the Tract(s), as set out below and any other property added to the Tract(s) in the future (as described in Section 18.03), does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following Restrictions, conditions and use limitations upon the Tract(s). All these Restrictions, conditions, and use limitations set forth herein shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of the Tract(s) is hereafter conveyed or transferred.

DEFINITIONS:

As used in these Restrictions, the terms set forth below have the following meanings:

AUXILIARY STRUCTURE- a building of any type other than a Residential Dwelling that is constructed or placed on a Tract, whether or not it is affixed to the land, including but not limited to a garage, barn, storage building, greenhouse, and other building constructed or placed on any part of a Tract. Living quarters may be included in an Auxiliary Structure that is constructed on the Tract, but such structure is not considered a Residential Dwelling for the purpose of these Restrictions unless, at Owner’s option, the Owner declares the said Auxiliary Structure with living quarters to be a Residential Dwelling and said structure meets all criteria for a Residential Dwelling. Manufactured Home(s) as defined below shall not be considered an Auxiliary Structure for the purposes of these Restrictions.

BUILDER- a person or entity other than Declarant who either purchases a Tract(s) for the purpose of constructing a Residential Dwelling or Auxiliary Structure thereon for sale or is engaged by the Owner of a Tract for the purpose of constructing a Residential Dwelling or Auxiliary Structure on the Tract.

DECLARANT- Creekside Ranch Group, LLC., a Texas limited liability company, its successors or assigns.

GUEST HOUSE- a structure with living quarters for residential purposes constructed on the Tract.

MANUFACTURED HOME(S)- a mobile home, manufactured home, modular home, or other similar structure that is not a site-built residence permanently affixed to the land. Manufactured Home(s) shall not be considered an Auxiliary Structure.

OWNER or OWNERS- any person, firm, corporation or other entity or any combination thereof that is the record Owner of fee simple title to a Tract, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

RESIDENTIAL DWELLING- the primary residential structure on a Tract for single-family residential use. This definition shall include any Manufactured Home allowed on a tract in accordance with Article X below.

TCEQ- the Texas Commission on Environmental Quality.

TRACT or TRACT(S)- shall mean and refer to each tract or parcel of land currently described as 131.54 acres on Exhibit “A” attached hereto and incorporated herein by reference. In the event any Tract is subdivided as allowed in accordance with these Restrictions, the resulting parcel(s) shall then each also be referred to as a Tract. Should any property be added to these Restrictions in accordance with Section 18.03 the additional property shall then each also be referred to as a Tract(s).

Article I. GENERAL

Section 1.01 LIMITATIONS: The Tract(s) will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in these Restrictions, which run with the land.

UTILITY EASEMENTS: The Tract(s) shall have a forty foot (40') wide utility and drainage easement along any public road right-of-way and along the private Access Easement referenced by Declarant in that one certain "Declaration of Access and Utility Easements-Middle Tracts" of even date, of record in the deed records of Hamilton County, Texas, (both the public right-of-way and the private Access Easement referred to herein as ROW) which shall run outside of and along the outside edge of the ROW, and a forty foot (40') wide utility and drainage easement along the portion of the side property lines extending from the edge of the ROW to six hundred feet (600') from the ROW, along with any additional easements necessary for guy wires and anchors. Said easements may be used non-exclusively by Tract Owners, their heirs, successors and assigns. Declarant specifically reserves the non-exclusive right to use, clean, and maintain said easements on the Tract(s) for itself, its' successors and assigns. In addition to the above:

- (a) There shall be a twenty foot (20ft) wide utility easement centered along all existing electrical lines presently installed on the Tracts described in the Exhibits, unless a utility easement of greater size is already of record.
- (b) If utility lines are installed and present within the utility easements described in Section 1.02, said utility easements may only be amended or revised with the joinder of each utility company which has a utility line installed on that portion of the easement to be amended or revised.
- (c) Said utility easements contained in Section 1.02 (a) may also be used, cleaned, and maintained by any utility company providing utility services to one or more Tracts covered herein.

Article II. USE RESTRICTIONS

Section 2.01 BUSINESS & COMMERCIAL USE: No Tract may be used for commercial use. Agricultural and ranching operations shall not be considered a commercial use, trade or business for the purposes of these Restrictions; provided that no commercial feed lots, commercial bird operations, racing or betting operations, or similar commercial enterprises shall occur on a Tract. Agricultural and ranching operations must be typical for the area and quality agri-management practices must be utilized.

Section 2.02 INCIDENTAL BUSINESS USE: No trade or business may be conducted in or from any Tract, except such use within a Residential Dwelling or Auxiliary Structure (or another suitable building as appropriate for the purposes of this paragraph, and any such Residential Dwelling or Auxiliary Structure or suitable building shall be referred to collectively as "Building" for the purposes of this Section) where:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Building;
- (b) the business activity conforms to all zoning requirements and other Restrictions applicable to the Tract(s);
- (c) the business activity does not involve substantial visitation to the Building or Tract by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Tract(s), other than incidental mail delivery and other incidental delivery services; and
- (d) the business activity is consistent with the rural-residential character of the Tract(s) and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Tract(s).
- (e) The uses set out in the preceding (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." The terms "business" or "trade" as used in this Section shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or providing of goods or services for or to persons other than the provider's family, regardless of whether:
 - (i) such activity is engaged in full or part-time;
 - (ii) such activity is intended to or does not generate a profit; or
 - (iii) a license is required therefor.
- (iv) Notwithstanding the above, the leasing of a Residential Dwelling or Tract shall not be considered a commercial use, or trade or business within the meaning of this Section.

Section 2.03 GARAGE SALES: One garage sale, attic sale, estate sale, moving sale, or yard sale (or any similar vending of merchandise) will be allowed once per year on each Tract.

Section 2.04 DECLARANT EXEMPTION: This Article does not apply to any activity conducted by the Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of any part of the Tract(s).

Article III. STRUCTURES

Section 3.01 TYPES: Each Residential Dwelling shall contain not less than 800 square feet of heated living area, exclusive of open porches, breezeways, carports, and garages.

Section 3.02 QUANTITY & STYLE: Only one Residential Dwelling is allowed for every five (5) acres, with a maximum of two (2) Residential Dwellings per Tract. In addition to an allowed Residential Dwelling, a reasonable number of Auxiliary Structures is permitted; however, only one such Auxiliary Structure may contain and utilize living quarters on each Tract. (Examples of Auxiliary Structures that may contain and utilize living quarters include garage apartments, barns with living quarters, and guest house.) Additionally:

- (a) Residential Dwellings shall be built of materials and by practices considered reasonably standard and acceptable to the area. All structures and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition by their respective Owners.
- (b) An Auxiliary Structure containing living quarters must have a total square footage of 1,000 square feet with a minimum 500 square feet of heated living area exclusive of open porches, breezeways, carports, and garages.
- (c) Only a Residential Dwelling and Auxiliary Structure with living quarters referenced in this Section shall be inhabited as a residence.
- (d) Structures existing as of the effective date herein on the called 131.54 acres described in Exhibit "A" shall not count towards the Residential Dwelling and Auxiliary Structure with living quarter allotments described above.

Section 3.03 SETBACKS: All Residential Dwellings, Auxiliary Structures, buildings, garages, barns and other buildings constructed or placed on any part of any Tract must be set back at least one hundred fifty feet (150') from any property line fronting any ROW, and at least fifty feet (50') from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another Tract(s) (except that no improvements shall be constructed within a utility easement that would interfere with the utility easement). Manufactured Homes shall have the setback lines referenced in Article X instead of the setback lines referenced for Residential Dwellings in this section.

Section 3.04 COMPLETION OF CONSTRUCTION: Any Residential Dwelling, Auxiliary Structure or other improvement shall be constructed and completed within eighteen (18) months of the earliest to occur of:

- (a) the placement of building materials on the Tract, or
- (b) the commencement of foundation work, or
- (c) the commencement of on-site work for the structure or improvement itself.

Article IV. ANIMALS:

Section 4.01 SWINE: No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least one hundred fifty feet (150') from any property line joining another tract(s) and at least two hundred feet (200) from any property line fronting any ROW.

Section 4.02 NUMBER & TYPE OF ANIMALS: The number and type of animals kept on each Tract must be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding Tracts and so as not to endanger the condition of each Tract by overgrazing.

Section 4.03 LOCATION OF ANIMALS: All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the Tract.

Section 4.04 CANINES: A maximum of one outside dog per two and a half (2.5) acres shall be allowed to be kept on each Tract.

Article V. MAINTENANCE

Section 5.01 Each Tract Owner will be responsible for the maintenance, repair and upkeep of their respective Tracts and any and all Residential Dwellings, Auxiliary Structures, buildings, and improvements thereon.

Article VI. SIGNS

Section 6.01 SIGN TYPES: No sign, billboard, or advertising device may be displayed on any Tract which is within the public's view except the following:

- (a) Signs advertising a Tract for sale provided that it does not exceed five (5) square feet in size.
- (b) Signs used for the initial development, construction and/or sale of the Tracts by the Declarant or by a Builder.
- (c) A reasonable number of typical small, four (4) square feet or less, "no trespassing" signs
- (d) One typical, four (4) square feet or less sign indicating the address of the Tract.

Article VII. VEHICLES

Section 7.01 Two or more vehicles in disrepair placed on any Tract for more than two (2) weeks shall constitute a junk yard, and is hereby prohibited, unless said vehicles are kept in a garage. Any vehicle not possessing a current license plate and/or inspection sticker, or which is not in drivable condition, shall be considered in disrepair.

Article VIII. STORAGE

Section 8.01 Materials or equipment of any kind stored outside on any Tract shall be arranged in an orderly manner on the rear one half of the Tract and no closer than fifty feet (50') from any property line that joins another Tract(s).

Article IX. CAMPING

Section 9.01 Habitation camping on any Tract is limited to six (6) weeks per calendar year. Any camping facilities (ie. tents, camping trailers, RVs, etc.) shall be located at least one hundred feet (100') from any property line that joins another Tract(s) and at least three hundred feet (300') from any property line fronting any ROW. Camping facilities shall not be left on the property except during the six-week period provided for herein unless contained within a fully enclosed building or placed where said camping facilities are not visible from an adjoining Tract.

Article X. MANUFACTURED HOME(S)

Section 10.01 ALLOWED TYPE: Where any Tract or portion of the Tract is situated more than two thousand five hundred feet (2,500') from Farm-to-Market 2905 the following shall be allowed on the portion of the Tract lying at least 2,500' from Farm-to-Market 2905: One complete Manufactured Home that is at least 20 feet in width on its shortest side may be placed on each Tract. Said Manufactured Home shall have a minimum of 1000 square feet of heated living area. Said Manufactured Home must be placed at least two thousand five hundred feet (2,500') from Farm-to-Market 2905, three hundred feet (300') from any property line fronting any ROW and at least fifty feet (50') from any side or rear property lines. No side or rear set back lines shall exist for property lines that do not join another Tract(s), (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). Said Manufactured Home must be kept in good condition and new when placed on the property. The term "Residential Dwelling" and "Residential Dwellings" as used in these Restrictions shall also apply to Mobile Homes, Manufactured Homes, and Modular Homes, as applicable, except that no Restriction shall be construed to allow more than one Manufactured Home per Tract. (Under no circumstance shall a Manufactured Home be considered an Auxiliary Structure for the purposes of these Restrictions.)

Section 10.02 PLACEMENT: Any Manufactured Home placed on any Tract must have the trailer tongue/hitch removed and must be under-skirted with standard and customary materials. These items shall be performed within 30 (thirty) days of the date the Manufactured Home is placed on the property.

Section 10.03 QUANTITY: Any Manufactured Home placed on a Tract shall count towards the Residential Dwelling allotment in Section 3.02 herein, except that only one Manufactured Home is allowed per Tract.

Article XI. NUISANCE AND ANNOYANCE

Section 11.01 TYPES: No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, safety concern involving an unreasonable risk, or other nuisance to the users of the Tract(s). No portion of the Tract(s) shall be used, in whole or in part, in a way that creates a nuisance. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. In addition:

- (a) No substance, thing, animal, or material shall be kept upon any portion of the Tract(s) that will emit foul or obnoxious odors or that will cause any noise or other condition that will substantially disturb the peace, quiet, comfort, or serenity of the Owners and/or occupants of the Tracts.
- (b) Unless otherwise specifically authorized herein, no noxious, illegal, or offensive activity shall be carried on upon any portion of the Tract(s), nor shall anything be done to cause a nuisance.
- (c) There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Tract(s).
- (d) No part of any Tract shall be used or maintained as a dumping ground for rubbish, debris or junk.
- (e) No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Tracts, unless required by federal, state or local regulation.
- (f) The use and discharge of firecrackers and other fireworks is prohibited on the Tract(s).

Section 11.02 HEIGHT NUISANCE: An improvement of any kind that exceeds forty feet (40') in height is considered a nuisance pursuant to this Section.

Article XII. WATER WELLS AND SEPTIC SYSTEMS

Section 12.01 Sanitary control easements must be maintained by the Owner of each Tract around any water wells in compliance with TCEQ Standards. Water wells must be placed a minimum of fifty feet (50') from any property line, or in accordance with any greater requirements of the TCEQ or the county in which the Tract is located. This fifty-foot (50') limitation does not apply to any water well existing as of the date of the recording of these Restrictions, and such water wells are considered grandfathered from this restriction. An Owner must adhere to the requirements of any applicable water district or county for water wells and septic systems. An Owner must also comply with all requirements of the applicable county and the TCEQ before installing a private sewage system.

Article XIII. GROUNDWATER AND WATER SUPPLIES

Section 13.01 Any groundwater arising from a Tract or originating from a well on such Tract must be used in a reasonable matter. No amount of groundwater may be withdrawn from a well on a Tract that would substantially deplete the groundwater on any other Tract. As the groundwater originating on each Tract is primarily intended for use on said Tract, no more than an incidental amount of groundwater may be removed beyond the perimeter of each Tract.

Article XIV. FIREARMS AND HUNTING

Section 14.01 USE: The use of firearms on the Tract(s) is not barred unless prohibited by law; however, anyone who discharges a firearm must comply with all local, state, and federal laws and is liable for any resulting property damage or injury. Extreme caution must be used when discharging any firearm.

Section 14.02 LIMITATIONS: The recreational discharge of firearms, except game hunting, (ie. "sport" shooting/target practice) shall be conducted during daylight hours only and shall not exceed four (4) hours of cumulative noise generation during any 7-day period. Additionally, any recreational discharge of firearms shall be setback a distance of at least 300ft from any Residential Dwelling on a Tract, unless written permission is granted by an Owner otherwise.

Article XV. SUBDIVISION OF TRACTS

Section 15.01 BY OWNERS: No Tract will be further subdivided into a Tract of less than 10.01 acres without the joinder of the Owners representing at least sixty-seven percent (67%) of all the Tract(s), evidenced by the signature of at least one Owner of each Tract (county approval may be required on any subdivided Tracts – Tract Owners shall also comply with all current county requirements before subdividing).

Section 15.02 BY DECLARANT: Declarant reserves the right to combine tracts and re-subdivide Tracts, without Owner approval, for so long as Declarant owns any portion of the Tract(s).

Article XVI. FLOODPLAIN/LOW-LYING AREAS

Section 16.01 A portion of the Tract(s) may lie in a floodplain or low-lying areas that are subject to flooding or water saturation and may constitute wetland areas. The Owner of each Tract must use caution and conservative judgment when installing any improvements in or near the flood plain, wetland, or low-lying areas. An Owner is solely responsible for determining the location of such floodplain, wetland, or low-lying areas, any floodplain elevations that are pertinent to an Owner's plans and deciding at what elevation and location improvements will be constructed.

Article XVII. TEXAS 811

Section 17.01 Before performing any construction, excavation, or soil disturbance on a Tract, an Owner or prospective Owner, or a representative on his behalf must contact Texas 811, at (800) DIG-TESS (344-8377), or its successor.

Article XVIII. AMENDMENT, DURATION, AND ANNEXATION

Section 18.01 AMENDMENT:

- (a) By Declarant: Declarant retains the right to execute amendments to and grant variances from these Restrictions without the joinder of any Owners so long as Declarant owns any portion of the Tract(s). Any such amendment or must be evidenced in writing and must be signed by the Declarant. Further, such amendment or variance may not adversely impact an Owner's legitimate existing use already in effect when said variance or amendment is made and said use will be grandfathered as to that Owner.
- (b) By Owners: These Restrictive Covenants may be amended, altered, or cancelled by the affirmative vote of the Owners representing sixty-seven percent (67%) of the total Tracts (one vote per Tract, and any one Owner may cast the vote for a Tract). Any such amendment, alteration, or cancellation occurring on or before December 31st, 2020 shall require the joinder of the Declarant. Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed of record in the Official Public Records of Hamilton County, Texas to be valid and effective. Provided however, if the Declarant owns any portion of the Tract(s), any amendment, alteration, or cancellation of these Restrictions requires the joinder of the Declarant.
- (c) Challenge: Any challenge to the validity of an amendment or variance must be asserted within two (2) years of the recordation of such amendment.

Section 18.02 DURATION: These Restrictions are to run with the Tract(s) until December 31, 2040, and shall extend automatically for additional periods of five (5) years each unless the Owners of Tracts representing at least sixty-seven percent (67%) of the total Tract(s) determine to terminate these Restrictions at the eve of any of said additional five (5) year periods (any one Owner may cast the vote for a Tract) through a duly recorded written instrument terminating these Restrictions.

Section 18.03 ANNEXATION: Other land not originally referenced as "Tract(s)" in this instrument may be added to this instrument to become part of the "Tract(s)" by the recording of an instrument adding said land and said instrument shall be executed by the Declarant and any other owner of said additional land being added herein. Any such land that is added shall become a part of these Restrictions to the same extent as if it had been originally included.

Article XIX. MISCELLANEOUS

Section 19.01 PROPERTY OWNERS ASSOCIATION: A property owners association may be formed for the Tract(s) by an affirmative vote of owners representing sixty-seven percent (67%) of the total Tracts

(one vote per Tract, any one Owner may cast the vote for the Tract). The property owners association formed shall have the right to enforce these Restrictions as well as the right to collect an annual fee from all Owners of Tracts to pay the costs related to maintaining any common areas, enforcing these Restrictions as well as any other action that is normally and routinely undertaken by property owners associations and non-profit corporations in the State of Texas. The formal establishment of such property owners association may be accomplished by the property Owners, by the filing of the certificate of formation for such association with the Texas Secretary of State.

ENFORCEABILITY: The Restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns, the County in which the property is located, as well as each and every Owner of a Tract, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these Restrictions in equity or at law. Provided however, if a property owners association is formed, such property owners association shall have the sole and exclusive right to collect assessments except for any road maintenance fees provided for otherwise in a separately recorded document affecting the Tract(s), unless those road maintenance fees are taken over by such property owners association during the term of existence of any such property owners association.

- (a) Tract Owners, County officials acting in their official capacity, and the Declarant are empowered to enforce the covenants, conditions and restrictions contained in these Restrictions. Enforcement of these Restrictions must be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation, or obtain any other relief authorized by law. Such enforcement may be by the Owner of any Tract, the County in which the property is located, or by the Declarant, or their heirs, successor or assigns. The violation of the Restrictions will never at any time work an estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

Section 19.02 SEVERABILITY: If one or more of such provisions contained in the Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Section 19.03 NO WAIVER: Failure at any time to enforce these Restrictions, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter. The Declarant, its partners, employees, affiliates, successor and assigns shall have no liability for the applicability, validity, or non-enforcement of any of the restrictive covenants and documents referenced in these Restrictions.

Section 19.04 CONFLICTS: Should any conflict arise between these Restrictions and any earlier, recorded, valid restrictive covenants still in effect, these Restrictions will be deemed to control and govern land use for the Tract(s).

Section 19.05 INTERPRETATION: These Restrictions must be liberally construed to effect their purposes and intent.

Section 19.06 ARTICLES & SECTIONS: Article and Section headings in these Restrictions are for convenience of reference and do not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

Section 19.07 NUMBER AND GENDER: Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

Article XX. SECURITY

Section 20.01 NEITHER THE DECLARANT, ITS PARTNERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR ANY SUCCESSOR DECLARANT ("DECLARANT PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE TRACT(S) NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND

OCCUPANT OF ANY TRACT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT PARTIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY TRACT, OR OWNER OR USER OF AN IMPROVEMENT ON THE TRACT(S), ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO STRUCTURES AND IMPROVEMENTS AND TO THE CONTENTS OF STRUCTURES AND IMPROVEMENTS ON THE TRACT(S).

Executed this 3rd day of May, 2019, to be effective the 3rd day of May, 2019.

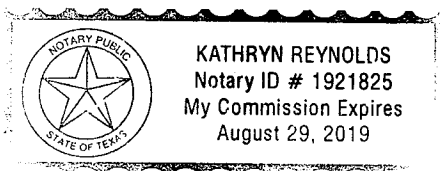
CREEKSIDE RANCH GROUP, LLC.

By: [Signature]
Command Decisions, Inc., Manager
By: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the 3rd day of May 2019, by Jay Dickens, President of Command Decisions, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as manager on behalf of Creekside Ranch Group, LLC., a Texas limited liability company.



[Signature]
Notary Public - State of Texas

RETURN TO:
Creekside Ranch
3030 W Beauregard Ave
San Angelo, Texas 76901



RESTRICTIVE COVENANTS & CONDITIONS AMENDMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE

PRESENTS:

COUNTY OF HAMILTON §

WHEREAS, Creekside Ranch Group, LLC., recorded Restrictive Covenants and Conditions in Volume 548, Page 316, Official Public Records, Hamilton County, Texas (the "Restrictions");

WHEREAS, Creekside Ranch Group, LLC., specifically reserved the right to ADD additional property to the Restrictions in **Section 18.03**; and

WHEREAS, Creekside Ranch Group, LLC., Travis Nech, LLC., desire to AMEND the Restrictions in **Section 18.01**; and

NOW, THEREFORE, as allowed per Section 18.01 and 18.03 of the Restrictions, Creekside Ranch Group, LLC., and Travis Nech, LLC., do hereby add and amend to the above referenced Restrictions the following:

Article I of the Restrictions shall be amended to read as follows:

Article I. GENERAL

Section 1.01 LIMITATIONS: The Tract(s) will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in these Restrictions, which run with the land.

Section 1.02 UTILITY EASEMENTS: The Tract(s) shall have a forty foot (40') wide utility and drainage easement along any public road right-of-way and along the private Access Easement referenced by Declarant in that one certain "*Declaration of Access and Utility Easements-North Logan Branch*" executed by Creekside Ranch Group, LLC., and recorded on or about the same date herewith in the Deed Records of Hamilton County, Texas, (both the public right-of-way and the private Access Easement referred to herein as ROW) which shall run outside of and along the outside edge of the ROW and along the portion of the side property lines extending from the edge of the ROW to six hundred feet (600') from the ROW, along with any additional easements necessary for guy wires and anchors. Said easements may be used non-exclusively by Tract Owners, their heirs, successors and assigns. In addition to the above:

- (a) There shall be a twenty foot (20ft) wide utility easement centered along all existing electrical lines presently installed on the Tracts described in the Exhibits, unless a utility easement of greater size is already of record.
- (b) If utility lines are installed and present within the utility easements described in Section 1.02 at any time, said utility easements may only be amended or revised

- (c) The installer of any utilities shall reasonably restore any damage to driveways and gates that arises from the installation of such utilities.

Section 1.03 DECLARANT AND UTILITY COMPANY RIGHTS: Declarant specifically reserves the non-exclusive right to use, clean, and maintain said easements contained with Section 1.02 for itself, its' successors and assigns. Additionally, the easements contained in Section 1.02 may also be used, cleaned, and maintained by any utility company providing utility services to one or more Tracts covered herein.

The following property shall be added to the Restrictions per Section 18.03:

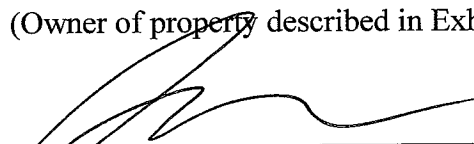
All those portions or parcels of land located in Hamilton County, Texas as described on Exhibit "A" attached hereto and incorporated herein.

The Restrictions are hereby amended to include the above referenced changes to the same extent as if they had been included originally in said Restrictions.

IN WITNESS WHEREOF, the undersigned for the purpose of acknowledging its consent and approval to this Restrictive Covenants & Conditions Amendment has executed this instrument as of the date set forth below to be effective upon filing in the Official Public Records of Hamilton County, Texas.

Executed this 22nd day of January, 2020, to be effective the 22nd day of January, 2020.

CREEKSIDE RANCH GROUP, LLC.
(Owner of property described in Exhibit "A")

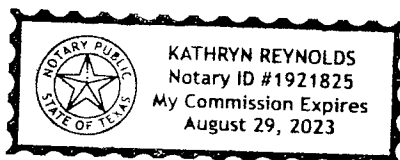

By: Command Decisions, Inc.,
Manager

By: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the 22nd day of January 2020, by Jay Dickens, President of Command Decisions, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as Manager on behalf of Creekside Ranch Group, LLC., a Texas Limited Liability Company.




Notary Public - State of Texas

TRAVIS NECH, LLC.
(Owner of property described in
Volume 548, Page 316 D.R.H.C.T)



By: Travis Nech, its PRESIDENT, CEO

THE STATE OF TEXAS §

COUNTY OF HAMILTON §

This instrument was acknowledged before me on this the 22 day of January, 2020, by Travis Nech, as PRESIDENT, CEO of Travis Nech, LLC., a Texas limited liability company, on behalf of said company.


Notary Public - State of Texas

RETURN TO:
Creekside Ranch Group, LLC.
3030 W. Beauregard Ave.
San Angelo, TX 76901

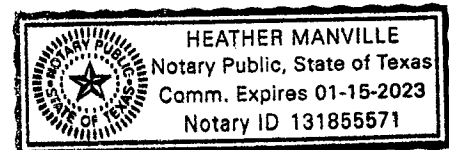


EXHIBIT "A"

ALL THOSE PORTIONS OR PARCELS OF LAND BEING CALLED 806.35 ACRES AS DESCRIBED BY METES AND BOUNDS IN THE WARRANTY DEED FROM JACK LEJUNE AND MANICE MASSENGALE TO CREEKSIDE RANCH GROUP, LLC., AS RECORDED ON THE 20th DAY OF JULY, 2018 IN VOLUME 538, PAGE 7 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS; AND

ALL THOSE PORTIONS OR PARCELS OF LAND BEING CALLED 136.66 ACRES AS DESCRIBED BY METES AND BOUNDS IN THE WARRANTY DEED FROM MICHAEL G. AND CATHERINE L. MEHAFFEY TO CREEKSIDE RANCH GROUP, LLC., AS RECORDED ON THE 27TH DAY OF SEPTEMBER, 2018 IN VOLUME 540, PAGE 53 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS;

SAVE AND EXCEPT,

Those portions or parcels of land as described by metes and bounds on Exhibits "A-S" of the "Restrictive Covenant and Conditions" executed by Creekside Ranch Group, LLC., the 29th day of March, 2019, and as recorded on the 29th day of April, 2019 in Volume 546, Page 845 of the Deed Records of Hamilton County, Texas; and

That one certain portion or parcel of land being called 131.54 acres described by metes and bounds in the warranty deed from Creekside Ranch Group, LLC., to Travis Nech, LLC., as recorded on the 3rd day of June, 2019 in Volume 548, Page 327 of the Deed Records of Hamilton County, Texas; and

That one certain portion or parcel of land being called 4.00 acres as described by metes and bounds in the warranty deed from Creekside Ranch Group, LLC., to Ben and Kathleen Overton as recorded on the 26th day of February, 2019 in Volume 545, Page 280 of the Deed Records of Hamilton, County, Texas.

FILED and RECORDED

Instrument Number: 20200186 B: RP V: 558 P: 138

Filing and Recording Date: 01/28/2020 03:03:14 PM Recording Fee: 38.00

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.



DECLARATION OF ACCESS AND UTILITY EASEMENTS-NORTH LOGAN BRANCH

STATE OF TEXAS §
§
COUNTY OF HAMILTON §

This Declaration of Access and Utility Easements-North Logan Branch (this "Declaration") is made by CREEKSIDE RANCH GROUP, LLC., ("Developer") and Travis Nech, LLC. ("Travis"), as of the 22nd day of January, 2020 and shall supersede and replace that one certain Declaration of Access and Utility Easements-Middle Tracts document dated May 03, 2019 and as recorded in Volume 548, Page 305 of the Deed Records of Hamilton County, Texas.

Declaration Definitions

Access Easement: Shall mean a perpetual, non-exclusive easement upon, over and across the Easement Tract (as defined below), for the purpose of uninterrupted vehicular, pedestrian and equestrian ingress and egress between the Benefitted Tracts, and across those portions of the Benefitted Tracts (as defined below) that may be located on the Easement Tract, to adjacent public roadways.

Benefitted Tract(s): Shall mean and refer to each tract or parcel of land described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference. In the event any tract or parcel is subdivided as allowed in accordance with the Restrictive Covenants and Conditions recorded in Volume 548, Page 316 of the Deed Records of Hamilton County, Texas, and any amendments thereof, the resulting tracts or parcels shall then each also be referred to as a Benefitted Tract.

Developer: Creekside Ranch Group, LLC., a Texas limited liability company.

Easement Tract: Shall mean and refer to the tract or parcel of land described on Exhibit "Z" attached hereto and incorporated herein by reference.

Facilities: Shall mean all necessary and desirable equipment and appurtenances for utilities including but not limited to water lines, phone lines, internet lines, electrical lines, conduits, wires, cables, etc.; including underground, overhead and/or above-ground power lines, poles, cables, wires, conduits, etc.

Owner(s): Any person, firm, corporation or other entity or any combination thereof that is the record Owner of fee simple title to a Benefitted Tract, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Tract or Tracts: Shall mean and refer to any Benefitted Tract and the Easement Tract.

Travis: Travis Nech, LLC., a Texas limited liability company.

Utility Easement: Shall mean a non-exclusive, perpetual easement on, over, across, through, and under (a) the Easement Tract, (b) an additional twenty (20) feet extending outside the Easement Tract running along the outside edge of the Easement Tract along the perimeter of the Easement Tract, **and**

(c) any additional portion of the Benefitted Tracts that is reasonably necessary for guy-wires and anchors for utilities.

Utility Tract: Shall mean the Easement Tract, an additional twenty (20) feet extending outside the Easement Tract running along the outside edge of the Easement Tract along the perimeter of the Easement Tract, and any additional portion of the Benefitted Tracts that is reasonably necessary for guy-wires and anchors for utilities.

WHEREAS, Developer is the Owner of certain real property situated in Hamilton County, Texas, as described on **Exhibit "A"**; and

WHEREAS, Travis is the Owner of certain real property situated in Hamilton County, Texas, which property as described on **Exhibit "B"**; and

WHEREAS, Developer and Travis are each the Owners of a portion of the certain real property situated in Hamilton County, Texas, as described on **Exhibit "Z"**; and

WHEREAS, Developer and Travis desire to declare, create, and establish, for the benefit of the Owners of the Benefitted Tracts, a private perpetual easement for ingress and egress upon, over, and across the Easement Tract; and

WHEREAS, Developer and Travis desire to declare, create, and establish, for the benefit of the Owners, and others as noted herein, a private perpetual easement for utilities on, over, across, through, under and adjacent to the Easement Tract.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Travis agree as follows:

1. Declaration of Access Easement. Developer and Travis hereby declare, create, establish, and grant for the benefit of the Owners, and their guests, invitees, tenants, successors, and assigns, an Access Easement.

a. There is also hereby retained an additional fence easement and fence maintenance easement on Exhibits "A" and "B" limited in distance to within 75 feet of the land on Exhibit "Z" and within 100 feet of FM 2905 sufficient to maintain the existing fencing in the general area where the Easement Tract joins FM 2905.

2. Declaration of Utility Easement. Developer and Travis hereby declare, create, establish, and grant, for the benefit of the Owners, and their guests, invitees, tenants, successors, and assigns, a Utility Easement, for the purpose of installing, constructing, operating, maintaining, replacing, repairing, upgrading, and removing utility and electrical Facilities, and other related Facilities. Notwithstanding anything contained herein to the contrary, in no event may the use of the Utility Easement substantially interfere with the use of the Access Easement for ingress and egress purposes. Any Owner or other authorized user using the Utility Easement shall return the Utility Tract to substantially the same condition as it was prior to such use with any new Facilities installed in an orderly manner and in accordance

with the provisions set forth herein.

3. Assignment of Utility Easement. Any Owner may assign use of the Utility Easement to a third-party utility operator for non-exclusive use, as is necessary or convenient to supply utilities to the Benefitted Tracts and for any other reasonable use of the utility operator including but not limited to serving other adjoining Benefitted Tracts.

4. Utility Easement for Hamilton Electric Co-Operative. Developer and Travis also hereby grant to Hamilton Electric Co-Operative, the non-exclusive use of the Utility Easement in accordance with the terms set forth herein, in order to supply utilities to the Benefitted Tracts and for any other reasonable use by Hamilton Electric Co-Operative including but not limited to serving other adjoining Benefitted Tracts.

5. Reservation of Rights by Developer. The Owners' right to use the Easement Tract, the Access Easement, the Utility Easement, and the Utility Tract, is non-exclusive and Developer reserves, for Developer and Developer's successors, assigns, tenants, contractors, representatives, and agents, the right to use all or part of the Easement Tract, the Access Easement, the Utility Easement, and the Utility Tract for any reasonable purpose, provided such use does not substantially interfere with the use of the Access Easement and Utility Easement by the Owners. The non-exclusive rights reserved by the Developer in this paragraph may be assigned by the Developer as is necessary or convenient.

6. Restricted Uses. The use of the Easement Tract and Utility Tract is restricted to only those uses that promote and enable the intended use of the Easement Tract and Utility Tract in conjunction with the Access Easement and the Utility Easement. All other uses are restricted in order to insure the protection of the Access Easement and Utility Easement usages and the protection of the value of the Benefitted Tracts. Restricted uses include, but are not limited to:

- A. No fence, gates, other barriers, or other encumbrances may be installed in the Easement Tract, provided, however, cattle guards may be placed and maintained on the Easement Tract as necessary to control animals.
- B. *Driveway access to each Benefitted Tract*-Standard and typical-use vehicular access from the Easement Tract into each Benefitted Tract may occur after the installation of an all-weather driving surface and vehicular access drainage system (drainage culvert) suitable to provide for the natural flow and drainage through the Easement Tract and Benefitted Tracts. Any culvert needed shall be adequate to provide for water flowage through the culvert and shall be a minimum of 15-inches in diameter. Culverts shall not be required where water will drain adequately in both directions from the driveway giving access between a Benefitted Tract and the Easement Tract.
- C. Parking on the Easement Tract and the Utility Tract is prohibited, except for occasional special events not to exceed a 4-hour time limit.
- D. The storage of materials, equipment, and similar items are prohibited on the Easement Tract and the Utility Tract, except as necessary for the maintenance of and

improvement to the Access Easement and the Utility Easement and the Facilities thereon.

- E. Signs are prohibited within the Easement Tract and the Utility Tract except for those signs necessary or beneficial for the intended use of the Access Easement and Utility Easement.

7. Maintenance of Easement Tract. The Owners shall share equally in the maintenance costs of the Easement Tract with respect to the Access Easement. Each Owner is initially responsible to pay \$125.00 per year (the "Maintenance Fee") per each Benefitted Tract into a maintenance fund for the purpose of maintaining the Easement Tract when such maintenance fund is formed by the Owners representing at least ten percent (10%) of the total Benefitted Tracts. Upon the formation of the maintenance fund, and every two (2) years thereafter, the Owners shall elect a representative ("the Representative") by majority vote of the Owners present and voting at such election. Any Maintenance Fee not paid within fifteen (15) days of the due date (to be set by the Representative) will accrue a penalty of \$10.00 per month, unless a lesser amount is required by law. Owners that are delinquent in paying the Maintenance Fee will not be entitled to vote. The Representative is responsible for maintaining the maintenance fund, managing any necessary maintenance work, and setting and collecting the yearly Maintenance Fee (not to exceed \$250.00 per participating Benefitted Tract per year, unless agreed to by a majority of the Owners present and eligible to vote). The Owners are solely responsible for the maintenance and use of the Easement Tract with respect to the Access Easement and the Utility Tract, and the Developer and Travis will have no responsibility for the maintenance of the Easement Tract or Utility Tract other than as an Owner. The Owners acknowledge that Hamilton County shall have no obligation to maintain the Easement Tract. No lien may arise from failure to pay any Maintenance Fee, other than a judgment lien resulting from any suit deemed necessary by the Representative or other Owner to collect any unpaid Maintenance Fees. The Owners of Benefitted Tracts eligible to vote shall be entitled to one vote per Benefitted Tract.

8. Superiority of this Declaration. The terms, conditions and provisions of this Declaration are prior and superior to any mortgage lien or liens encumbering all or any part of the Tracts and should any conflict arise, the easements contained herein shall be considered the superior and dominant estate.

9. Taxes. Any and all taxes imposed either upon the value of real property of any portion of the Easement Tract or Utility Tract or upon any right, privilege or other incident of ownership related to any portion thereof is the responsibility of the owner(s) of the applicable portion of the Easement Tract and Utility Tract to which taxes are imposed.

10. No Waiver. No failure of a party to exercise any power given to such party hereunder, or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of a party's right to demand full compliance with the terms hereof.

11. Dedication. The easements created herein are private and no grant of any rights to the public is intended at this time. Should Hamilton County be willing to accept the Access

Easement for public use and maintenance, said public use and maintenance shall be enabled by the dedication to Hamilton County of said rights and maintenance obligations by at least one (1) Owner of the Benefitted Tracts. Any such dedication shall not require any costs to the owners of the Benefitted Tracts in excess of any accrued funds in the maintenance account. Upon acceptance by Hamilton County as described herein, the maintenance fee defined in Paragraph 7 above shall be dissolved and any remaining funds in the maintenance account after the dedication shall be reimbursed proportionally to the respective Owners of the Benefitted Tracts.

12. Running With Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land and automatically inure to the benefit of all future Owners, shall burden the Tracts, and shall be binding upon any Owner of a Tract or any portion of a Tract and such Owner's heirs, devisees, legal or personal representatives, tenants, employees, successors and assigns.

13. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or party by judgment or court order, will in no way affect any of the other provisions hereof or the application thereof to any other person or party and the same will remain in full force and effect.

14. Amendment. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the Owners of all Benefitted Tracts, by an amendment, in writing, executed and acknowledged by all of said owners, duly recorded in the Official Public Records of Hamilton County, Texas; but this Declaration may not otherwise be abrogated, modified, rescinded or amended, in whole or in part.

15. Choice of Law and Venue. This Declaration is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State govern the validity, construction, enforcement and interpretation of this Declaration. Before filing suit, the parties agree to mediate any dispute involving or arising out of this Declaration. In the event such dispute cannot be resolved through mediation and becomes the subject of litigation between the parties, the prevailing party will be entitled to recover its reasonable attorney's fees, court costs, and litigation expenses and costs. The Owners hereby consent that venue of any action brought under this Declaration will be in Hamilton County, Texas.

16. INDEMNITY. THE OWNERS AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DEVELOPER AND ITS PARTNERS, OFFICERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ALL LOSS, CLAIMS, SUITS, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, RESPONSIBILITY, LIABILITY, DEMANDS, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, JUDGMENTS, COURT COSTS AND EXECUTIONS) WHICH ARISE FROM OR IN CONNECTION WITH, OR OTHERWISE RELATE TO: (A) THE USE BY THE OWNERS, AND THEIR GUESTS, INVITEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS, OF THE EASEMENT TRACT, THE ACCESS EASEMENT, THE UTILITY TRACT OR THE UTILITY

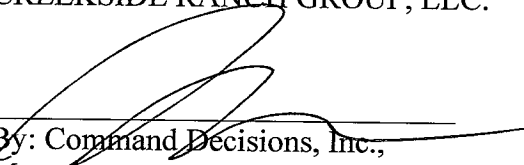
EASEMENT; (B) ANY MAINTENANCE OF THE EASEMENT TRACT OR UTILITY TRACT; AND/OR (C) ANY MAINTENANCE RELATED TO THE ACCESS EASEMENT OR UTILITY EASEMENT.

17. USE AT OWN RISK. ALL AUTHORIZED USERS, GUESTS, INVITEES, AGENTS, CONTRACTORS, OWNERS AND/OR ANY UNAUTHORIZED USERS OF THE ACCESS EASEMENT OR UTILITY EASEMENT USE SUCH EASEMENTS AT THEIR OWN RISK.

IN WITNESS WHEREOF, this Declaration is executed as of the Effective Date.

Executed this 22nd day of January, 2020 to be effective the 22nd day of January, 2020.

CREEKSIDE RANCH GROUP, LLC.


By: Command Decisions, Inc.,
Manager

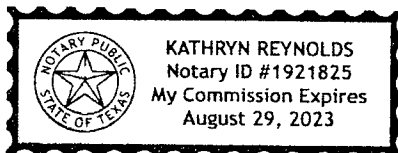
By: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the 22nd day of January, 2020, by Jay Dickens, President of Command Decisions, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as Manager on behalf of Creekside Ranch Group, LLC., a Texas Limited Liability Company.


Notary Public - State of Texas



TRAVIS NECH, LLC.

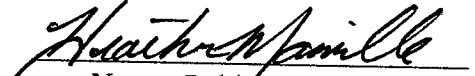


By: Travis Nech, its PRESIDENT, CEO

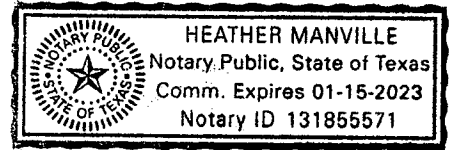
THE STATE OF TEXAS §

COUNTY OF HAMILTON §

This instrument was acknowledged before me on this the 22 day of January, 2020, by Travis Nech, as PRESIDENT, CEO of Travis Nech, LLC., a Texas limited liability company, on behalf of said company.


Notary Public - State of Texas

RETURN TO:
Creekside Ranch Group, LLC.
3030 W. Beauregard Ave.
San Angelo, TX 76901



LIENHOLDER CONSENT AND SUBORDINATION

Crockett National Bank, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the property encumbered by this Declaration hereby consents to the terms and provisions of this Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to this Declaration (and the easements, terms, and conditions in this Declaration), and acknowledges and agrees that a foreclosure of said liens and/or security interests will not extinguish this Declaration (or the easements, terms and conditions in this Declaration). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

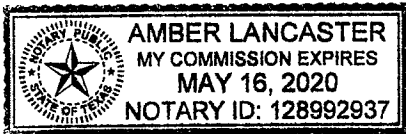
SIGNED AND EXECUTED on January 22, 2020.

CROCKETT NATIONAL BANK

By: Lara Cooper
By: Lara Cooper, Vice President

STATE OF TEXAS §
COUNTY OF Tom Green

This instrument was acknowledged before me on the 22nd day of January 2020, by Lara Cooper, Vice President of Crockett National Bank, on behalf of said entity.



Amber Lancaster
Notary Public – State of Texas

EXHIBIT "A"

ALL THOSE PORTIONS OR PARCELS OF LAND BEING CALLED 806.35 ACRES AS DESCRIBED BY METES AND BOUNDS IN THE WARRANTY DEED FROM JACK LEJUNE AND MANICE MASSENGALE TO CREEKSIDE RANCH GROUP, LLC., AS RECORDED ON THE 20th DAY OF JULY, 2018 IN VOLUME 538, PAGE 7 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS; AND

ALL THOSE PORTIONS OR PARCELS OF LAND BEING CALLED 136.66 ACRES AS DESCRIBED BY METES AND BOUNDS IN THE WARRANTY DEED FROM MICHAEL G. AND CATHERINE L. MEHAFFEY TO CREEKSIDE RANCH GROUP, LLC., AS RECORDED ON THE 27TH DAY OF SEPTEMBER, 2018 IN VOLUME 540, PAGE 53 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS;

SAVE AND EXCEPT,

Those portions or parcels of land as described by metes and bounds on Exhibits "A-S" of the "Restrictive Covenant and Conditions" executed by Creekside Ranch Group, LLC., the 29th day of March, 2019, and as recorded on the 29th day of April, 2019 in Volume 546, Page 845 of the Deed Records of Hamilton County, Texas; and

That one certain portion or parcel of land being called 131.54 acres described by metes and bounds in the warranty deed from Creekside Ranch Group, LLC., to Travis Nech, LLC., as recorded on the 3rd day of June, 2019 in Volume 548, Page 327 of the Deed Records of Hamilton County, Texas; and

That one certain portion or parcel of land being called 4.00 acres as described by metes and bounds in the warranty deed from Creekside Ranch Group, LLC., to Ben and Kathleen Overton as recorded on the 26th day of February, 2019 in Volume 545, Page 280 of the Deed Records of Hamilton, County, Texas.

EXHIBIT "B"

ALL THAT ONE CERTAIN PORTION OR PARCEL OF LAND BEING CALLED 131.54 ACRES DESCRIBED BY METES AND BOUNDS IN THE WARRANTY DEED FROM CREEKSIDE RANCH GROUP, LLC., TO TRAVIS NECH, LLC., AS RECORDED ON THE 3RD DAY OF JUNE, 2019 IN VOLUME 548, PAGE 327 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS.

EXHIBIT "Z"

BEING 17.71 acres, approximately 7.04 acres out of the James Hamilton Survey No. 19, Abstract No, 413, approximately 10.39 acres out of the James Hamilton Survey No. 20, Abstract No. 409 and approximately 0.28 acre out of the Lavinia Loyd Survey, Abstract No. 1376, Hamilton County, Texas and being approximately 17.05 acres out of that tract described as 806.35 acres in a Warranty Deed with Vendor's Lien granted to Creekside Ranch Group, LLC, dated July 20, 2018 and recorded in Volume 538, Page 7 of the Real Property Records of Hamilton County, Texas, being approximately 0.01 acre out of that tract described as 133.06 acres in a Warranty Deed with Vendor's Lien granted to Creekside Ranch Group, LLC, dated September 27, 2018 and recorded in Volume 540, Page 56 of said real property records, and being approximately 0.65 acre out of that tract described as 131.54 acres in a Warranty Deed with Vendor's Lien granted to Travis Nech, LLC, dated May 4, 2019 and recorded in Volume 548, Page 327 of said real property records and further described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found in the east line of said Creekside Ranch Group, LLC (538/7) tract and the west line of F. M. Highway No. 2905 for the most southerly southeast corner of this tract, a 3/8" iron pin with yellow plastic cap stamped "RPLS 5233" found at a fence corner post for the southeast corner of said Creekside Ranch Group, LLC tract bears S 52°14' 20" W 3894.73 feet;

THENCE: into said Creekside Ranch Group, LLC (538/7) tract along the south line of this tract in the following courses and distances:

1. N 48° 17' 38" W 427.24 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
2. N 21° 59' 26" W 457.16 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
3. N 78° 10' 58" W 63.53 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
4. N 78° 18' 15" W 2199.27 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
5. N 76° 03' 22" W 467.40 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
6. N 73° 38' 55" W 195.20 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
7. N 67° 30' 17" W 299.38 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
8. and N 64° 54' 20" W 1203.53 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set for the southwest corner of this tract, a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found at a fence corner post for the southwest corner of said Creekside Ranch Group, LLC (538/7) tract bears S 16° 51' 59" W 3660.05 feet;

THENCE: N 37° 43' 02" E 2691.94 feet along the west line of this tract to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set in a wire fence line adjacent to the common line of said Creekside Ranch Group, LLC (538/7) tract and said Creekside Ranch Group, LLC (540/56) tract for the northwest corner of this tract, a 2-1/2" pipe fence corner found for the common west corner said Creekside Ranch Group, LLC (538/7) tract and said Creekside Ranch Group, LLC (540/56) tract bears N 73° 19' 02" W 46.38 feet to an uncapped 3/8" iron pin found for an angle point in said common line and N 72° 43' 06" W 1640.96 feet to said pipe fence corner post;

THENCE: along the north line of this tract with a wire fence adjacent to the common line of said Creekside Ranch Group, LLC (538/7) tract and said Creekside Ranch Group, LLC (540/56) tract in the following courses and distances:

1. S 82° 21' 58" E 97.62 feet to a pipe fence corner post,

2. S 82° 31' 46" E 298.46 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
3. S 81° 54' 35" E 304.03 feet to a pipe fence corner post,
4. S 82° 20' 34" E 820.13 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
5. S 82° 14' 25" E 414.76 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
6. S 81° 39' 50" E 498.04 feet to a pipe fence corner post,
7. S 73° 22' 01" E 7.04 feet to a pipe fence corner post,
8. S 73° 11' 56" E 403.05 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
9. S 73° 07' 29" E 424.49 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
10. S 73° 12' 40" E 463.01 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
11. S 73° 09' 40" E 479.78 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
12. S 73° 06' 57" E 385.64 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
13. and S 75° 17' 37" E 155.06 feet leaving said common line of said Creekside Ranch Group, LLC (538/7) tract and said Creekside Ranch Group, LLC (540/56) tract and said wire fence and continuing into said Creekside Ranch Group, LLC (540/56) tract to a pipe fence corner post in the east line of said Creekside Ranch Group, LLC (540/56) tract and the west line of F.M. Highway No. 2905 for the northeast corner of this tract, a 3/8" iron pin with an illegible red plastic cap found for the northeast corner of said Creekside Ranch Group, LLC (540/56) tract bears N 18° 32' 17" E 709.12 feet;

THENCE: along the most northerly east line of this tract with the west line of F.M. Highway No. 2905 in the following courses and distances:

1. S 18° 32' 17" W 5.87 feet along the east line of said Creekside Ranch Group, LLC (540/56) tract, to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found for the common east corner of said Creekside Ranch Group, LLC (538/7) tract and said Creekside Ranch Group, LLC (540/56) tract,
2. S 18° 51' 48" W 24.83 feet continuing with the east line of said Creekside Ranch Group, LLC (538/7) tract to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found,
3. and S 17° 53' 22" W 29.42 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set for the northerly southeast corner of this tract;

THENCE: into said Creekside Ranch Group, LLC (538/7) tract along the northerly south line of this tract in the following courses and distances:

1. N 75° 17' 37" W 152.38 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
2. N 73° 06' 57" W 386.74 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
3. N 73° 09' 40" W 479.73 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
4. N 73° 12' 40" W 463.05 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
5. N 73° 07' 29" W 424.50 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
6. N 73° 11' 56" W 402.92 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
7. N 73° 22' 01" W 2.60 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
8. N 81° 39' 50" W 493.39 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
9. N 82° 14' 25" W 414.40 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
10. N 82° 20' 34" W 820.30 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
11. N 81° 54' 35" W 303.93 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
12. and N 82° 31' 46" W 249.61 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set for an interior angle point;

THENCE: continuing into said Creekside Ranch Group, LLC (538/7) tract along the east line of this tract in the following courses and distances:

1. S 67° 38' 02" W 193.71 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,

2. S 37° 43' 02" W 2306.49 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
3. and S 07° 50' 38" W 167.74 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set for an interior angle point;

THENCE: continuing into said Creekside Ranch Group, LLC (538/7) tract along the most southerly north line of this tract in the following courses and distances:

1. S 64° 54' 20" E 1041.63 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
2. S 67° 30' 17" E 294.80 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
3. S 73° 38' 55" E 190.72 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
4. S 76° 03' 22" E 464.97 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set,
5. S 78° 18' 15" E 2198.16 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found,
6. S 78° 10' 58" E, at 30.00 feet passing a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" set in the west line of said Travis Nech, LLC tract and leaving said Creekside Ranch Group, LLC (438/7) tract and continuing across said Travis Nech, LLC tract, in all 95.56 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found,
7. S 21° 59' 26" E 475.17 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found,
8. and S 48° 17' 38" E 413.22 feet to a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found in the east line of said Travis Nech, LLC tract and the west line of F.M. Highway No. 2905 for the most southerly northeast corner of this tract;

THENCE: S 41° 42' 22" W along the most southerly east line of this tract and the west line of the F.M. Highway No. 2905, at 30.00 feet passing a 1/2" iron pin with yellow plastic cap stamped "CCC 4835" found for the south corner of said Travis Nech, LLC tract and continuing with the east line of said Creekside Ranch Group, LLC (538/7) tract, in all 60.00 feet to the Point of Beginning.

Bearings based on Texas State Plane Coordinate System, Central Zone NAD 83.

FILED and RECORDED

Instrument Number: 20200185 B: RP V: 558 P: 124

Filing and Recording Date: 01/28/2020 03:03:14 PM Recording Fee: 74.00

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.