



MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GARCITAS CREEK RANCH ESTATES

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF VICTORIA §

THAT THIS MASTER DECLARATION is made effective December 5, 2022, by L 6 Ranch, LLC a Texas limited liability company acting herein by and through its duly authorized Managing Member, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of all lots and blocks in GARCITAS CREEK RANCH ESTATES, a subdivision in Victoria County, Texas, to be developed in phases, the first phase being according to the map and plat thereof duly recorded in Volume 10, Pages 029 ABCD, of the Map and Plat Records, Victoria County, Texas, to which map and plat reference is here made for all purposes ("the Property") which is a portion of a larger 908.28 acre tract of land described by metes and bounds on Exhibit A hereto, which will be developed into a real estate development known as GARCITAS CREEK RANCH ESTATES ("the Master Tract"); and

WHEREAS, it is contemplated that additional properties may be added by annexation and subjugation to this Declaration (which Properties may not all be contiguous with the Properties subject to the terms of this Master Declaration of Covenants, Conditions and Restrictions and/or Properties annexed thereto), and this Declaration shall serve as a Master Declaration under which various deed restrictions shall be imposed and associations and sub-associations created; and

WHEREAS, Declarant desire to hold, sell and convey the Property subject to the following covenants, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale and use of the Master Tract, as defined herein, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within the Master Tract; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said L 6 Ranch, LLC for the purpose of impressing upon the Property the restrictive covenants and conditions hereinafter set out, do hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds and all other legal instruments whereby title and/or possession is divested out of the present owners of the Property and vested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said Property, and all of said limitations, restrictions, covenants and conditions shall extend to and include all the heirs, executors, administrators, successors, assigns, devisees, lessees and holders of every kind, who may purchase or otherwise acquire any of the Property from the owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

A. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Garcitas Creek Ranch Estates Homeowners Association and any amendments thereto, as filed with the Secretary of State of the State of Texas.

B. "Assessment" shall mean the General or Special assessments, and/or any other amounts or sums due by any owner to the Association pursuant to the provisions of this Declaration or the Bylaws, or any combination thereof, levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein.

C. "Association" shall mean and refer to the Garcitas Creek Ranch Estates Homeowners Association, a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns.

D. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and neighborhood purposes, including a reserve for working capital in an amount not in excess of 1/4th of the total annual general assessments from time to time and other reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's By-Laws and Articles of Incorporation.

E. "Association property or "Association Property" means any property conveyed to the Association at any time. It also includes Lot 13, Block 2, Garcitas Creek Ranch Estates as well as any Common Area and/or Drainage pond as shown on the plat of any phase of Garcitas Creek Ranch Estates.

F. "Board of Directors" or "Board" shall mean the governing body of the Association.

G. "By-Laws" shall mean the By-Laws of the Association as they may be amended from time to time.

H. "Common Area means any area marked as "Common Area" on the plat of any phase of Garcitas Creek Ranch Estates.

I. "Declarant" shall mean and refer to L 6 Ranch. LLC, and its successors who are designated in writing as such by Declarant. No person or entity purchasing one or more tracts from Declarant in the ordinary course of business shall be considered a Declarant.

J. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as such document may hereafter be amended.

K. "General Assessments" shall mean assessments levied for Association Expenses determined by the Board of Directors to benefit all Owners.

L. "Improvements" shall mean any sidewalk, driveway, building, pool or other structure, or any portion thereof, whether preliminary, temporary, or permanent, constructed or placed, upon any portion of any Lot, by, or on behalf of, any Owner (including the Association) and shall, when appropriate to the context, include clearing, grading, grubbing, landscaping, and removal of trees or other significant vegetation and any amendment, modification, expansion, demolition, or removal of any existing improvement or any improvement which may be hereafter placed upon any tract within the Master Tract.

L-1 "Lot" or "lot" shall mean and refer to any plot of land shown upon any recorded subdivision map in the Master Tract with the exception of the Common Areas.

M. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

N. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest on a lot or lots within the Property.

O. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

P. "Owner" shall mean and refer to the record owner, whether one or more persons of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest. If a lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered to be the owner for the purpose of exercising all privileges of membership in the Association.

Q. "Person" shall mean any natural person, corporation, joint venture, partnership, limited liability company, association, trust or other legal entity.

R. "Property" shall mean, for purposes of this instrument, the platted area known as GARCITAS CREEK RANCH ESTATES.

S. "Properties" shall mean and refer to the Property and (i) such additions thereto of all or any portion of the Master Tract as has already or may be brought within the jurisdiction of the Association by Declarant, and (ii) such additions thereto of other real property as may be brought within the jurisdiction of the Association in accordance with this Declaration.

T. "Road" or "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the plat of the Property, or as dedicated to the public or County of Victoria, Texas by separate instrument.

U. "Supplemental Declaration" shall refer to (i) an amendment to this Declaration subjecting additional property to this Declaration and (ii) to an instrument which imposes additional restrictions on all or a portion of the Property which may be enforced by the Association or Declarant.

ARTICLE II **RESERVATIONS**

A. Title to all roadways and to all easements is hereby expressly reserved and retained by Declarant, subject only to the grants and dedications hereinafter expressly made, or made by other instrument.

B. Declarant reserves the utility easements and rights-of-ways shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of the utility systems now or hereafter deemed necessary by Declarant for all public utility purposes, including

systems of electric light and power supply, telephone service, cable service, internet service, sewer service (if any) and water supply (if any), and such other utility services as may result from advances in science and technology.

C. Declarant reserves the right to impose further restrictions and dedicate additional easements with respect to such lots which have not been sold by Declarant, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances. Further, Declarant reserves to itself, and notwithstanding the fact that it may not then own such affected portion of the Property, the right to grant, and to require any Owner to grant, easements or licenses to any private company, public or private utility or governmental agency providing utility and other similar services within the Property upon, over under and across including, but not limited to, those portion of the Property within the Building Set Back Lines. Such easements shall only be given for the purpose of maintaining, installing, repairing, altering, and operating waste water lines, irrigation lines, water lines, water distribution systems, drainage systems, electric services, pipelines, cable television service, internet service, alarm systems, and all machinery, licenses, equipment and rights appurtenant thereto and which may be necessary or desirable for the installation and maintenance of utilities and providing such services to Owners or the Property. All such easements shall be of a size, width and location so as not to unreasonably interfere with the use of any Improvements which are constructed or have been finally approved by the Architectural Control Committee for construction on the date of the grant of the easement and so as not to unreasonably interfere with the use and enjoyment of any lot within the Property.

D. Subject to the foregoing, Declarant hereby DEDICATES TO THE USE OF THE PUBLIC all roadways and all easements shown on the recorded plat of the subdivision; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Declarant for the proper provision of utility services.

E. Declarant reserves the right to make minor changes in and additions to all easements created hereby for the purpose of most efficiently and economically installing utility systems.

F. Neither Declarant nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, outbuildings, shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Declarant to any lot or parcel of land in the subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric utility, telephone, cable, internet, satellite or appurtenances thereto construed by or under Declarant or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other

governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

H. It is further expressly agreed and understood that a telephone and/or cable system may be installed in the subdivision. Each residence may also be provided with conduit, pull wire and outlet boxes, at the owner's or builder's expense, for the installation of telephone and or cable wiring and equipment. Trenching, filling, conduit and other items to be performed or provided by the owner or builder, shall comply with specifications provided by the telephone company.

I. Pursuant to a contract to be executed between Declarant and the electric company furnishing service, an electric distribution system will be installed in the subdivision which service area shall embrace all lots in the subdivision.

1. The owner of each lot in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the above mentioned contract) the service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers of energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter.

2. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot.

3. For so long as service is maintained, the electric service to each lot in the residential subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

ARTICLE III
ADMINISTRATION

A. Declarant has created, or will create the organization of a Texas non-profit, non-stock, membership corporation, which will be named the "Garcitas Creek Ranch Estates Homeowners Association" or substantially similar name, hereinafter called the "Association", of which all owners of lots in the Properties must be a member, and an ARCHITECTURAL CONTROL COMMITTEE, hereinafter called "the Committee" or "the ACC". The Association and the Committee shall have the rights, powers and duties provided for herein. The Association shall be governed by its Articles of Incorporation and By-Laws. Until such time as Declarant has sold all of its interest in the Master Tract, Declarant shall reserve, retain and exercise all rights outlined to the Association or the Committee herein. After creation of these entities by Declarant, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, until such time as Declarant has sold all of its interest in the Master Tract, Declarant shall name the Directors of the Association and the Members of the Committee.

B. Declarant shall issue non-certificated memberships in the Association to the owners of such lots as such owners are shown on its records. **Membership in the Association is mandatory for every Owner(s), as that term has been defined in these Restrictions, unless otherwise provided in these Restrictions.** After Declarant has sold all of its interest in the Master Tract, the members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-Laws, and the Association shall thereupon and thereafter name the members of the Committee. In all votes of the Association as outlined herein, each lot Owner (or, in the case of multiple owners of a single lot, just one (1) of the owners) shall be entitled to cast one vote per lot owned. There will be no fractional votes.

C. Each residential lot in the Property (exclusive of those owned by Declarant) shall be subject to an annual maintenance charge, hereinafter called "**general maintenance charge**", for the benefit of the Association, not to exceed \$400.00 per year or an amount in excess thereof agreed to by a majority of the lot owners. Lots owned by Declarant shall not be subject to any maintenance charges. The monies collected by the general maintenance charge may be used by the Association as deemed beneficial by its Board of Directors for the Properties and its Owners. In addition, the Board of Directors of the Association may from time to time by the adoption of a resolution for such purpose, subject to ratification by the members of the Association as hereinafter provided, levy and impose a "**special assessment**" against each lot (except lots owned by Declarant), which is in addition to the annual maintenance charge, for a specific amount and in an equal amount for each such lot, for the purpose of raising additional monies for (1) enforcing restrictions or collecting maintenance fees or assessments, (2) repairs or maintenance to any Association property or (3) purchasing equipment or defraying the cost of constructing new capital improvements for the mutual benefit of all or substantially all of the Owners of the lots in the Properties; provided, however, that before any such resolution shall become effective, it shall be ratified either (i) by the assent in writing of the members of the Association who in the aggregate then own at least Two Thirds (66.66%) of the Lots within the Properties which are then subject to assessment if no meeting of the membership is held for ratification, or (ii) by the assent of Two Thirds (66.66%) of the votes of the members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a majority of the Lots within the Properties which are then subject to assessment are represented. The owner of each lot subject to such assessment shall pay his/her special assessment to the Association at such time or times and in such manner as provided for in such resolution.

Additionally, a special assessment may be made in accordance with Section G of this Article, without proceeding through the above procedure.

In addition, the Association may impose an "**individual assessment**" upon any Owner (except Declarant) for violations of the provisions of this Declaration or whose use or treatment of his/her lot is not in conformance with this Declaration.

Prior to imposing this Individual Assessment, the Association shall notify the violating Owner of such lot in writing, informing the Owner of (1) the violation(s) of this Declaration that

is the basis for the Individual Assessment, (2) a reasonable time, in the opinion of the Association, for the Owner to cure the violation(s) and avoid the Individual Assessment (unless the Owner was given notice and a reasonable opportunity to cure a similar violation(s) within the preceding six months), (3) that attorney's fees and/or reasonable costs will be charged to the Owner, in addition to the Individual Assessment, if the violation(s) is not cured within the reasonable time stated above, and (4) explaining to the Owner of his/her rights, as presently outlined under Section 209.006 and 209.007 of the Texas Property Code, or as it may be amended, to submit a written request for a hearing to discuss and verify the facts pertaining to the violation and attempt to resolve the violation in issue with the Association.

The notice and hearing provisions of Section 209.006 and 209.007 of the Texas Property Code, or as it may be amended, with regard to the Individual Assessment do not apply if the Association files a lawsuit related to the violation seeking a temporary restraining order or temporary injunctive relief or for other reasons as presently allowed in Section 209.007(d) of the Texas Property Code, or as it may subsequently be amended.

The amount of each Individual Assessment shall be set by the Association in its sole discretion but it shall be reasonable in light of the nature and frequency of the violation by the Owner involved. At the discretion of the Association, the Individual Assessment may be equal to the reasonable cost incurred by the Association in remedying the violation or nonconformance with this Declaration or enforcing the provisions of this Declaration, which include reasonable attorney fees, plus ten percent (10%) of such costs for administration by the Association, and may be enforced in the manner provided for in enforcing any other type of assessment or maintenance charge, except as may be limited by law. For the purpose of remedying said violation or nonconformance, the Association, through its duly authorized agents, shall have the right to enter upon any lot or improvements.

Notice of any special or individual assessment may be given, but is not required, by the recordation in the Official Records of Victoria County, Texas of an affidavit regarding such assessment and lien, duly executed by an officer, manager, or attorney of the Association, setting forth the amount owed, the name of the last known owner or owners of record of the tract or tracts involved and the legal description of such tract(s).

BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE PROPERTIES, EACH OWNER ACKNOWLEDGES PERSONAL LIABILITY FOR PAYMENT OF ANY GENERAL MAINTENANCE CHARGE, INDIVIDUAL ASSESSMENT OR SPECIAL ASSESSMENT ASSESSED AGAINST THE LOT THAT SAID OWNER OWNS, DURING THE TIME OF OWNERSHIP, AND AFTER SALE OR TRANSFER OF SAID LOT, UNTIL SAID LOT OWNER HAS NOTIFIED THE ASSOCIATION IN WRITING, BY HAND DELIVERY OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS LISTED IN THE MANAGEMENT CERTIFICATE RECORDED IN THE OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS, OF THE NAME(S), ADDRESS, AND PHONE NUMBER OF THE THIRD PART(-Y/-IES) TO WHOM SAID

OWNER SOLD OR TRANSFERRED THEIR LOT.

The general maintenance charge, individual assessment, and any special assessments (hereafter jointly referred to as "maintenance charge") shall be secured, collected, managed and expended as follows:

1. The general maintenance charge for each lot shall be due and payable annually, in advance, on the first day of January following the sale of such lot by Declarant, and on the first day of each January thereafter. The general maintenance charge for the year of the sale of a lot from Declarant shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. No maintenance charge shall begin to accrue on any lot until the sale thereof by Declarant.

2. The general maintenance charge for each calendar year until changed is hereby fixed at \$250.00 per lot per year. The general maintenance charge may be adjusted by the Board of Directors of the Association from year to year, not to exceed the amount specified in this Article III, Section C above, unless amended by the procedure as to making special assessments.

3. All maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the owners of residential lots therein. The Association may, by way of illustration and not by way of limitation, expend the maintenance fund for maintaining unoccupied or vacant lots in the subdivision, collection of garbage and refuse; patrol and security services, fogging and spraying for insect control; repair, remodeling, construction and maintenance of a park, recreational equipment, and other Association property, street lighting; collection of maintenance charges, enforcement of these restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Properties and the residential lots therein. However, the maintenance fund cannot be used by Declarant to clear or maintain any of its lots or any its undeveloped parts of the Master Tract. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

4. To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of L 6 RANCH, LLC and assigned to the Association without recourse in any manner on L 6 RANCH, LLC for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law or in equity; provided, however, that such lien shall be junior, subordinate and inferior to any first lien mortgage (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or any first or second lien mortgage granted by the owner of any lot to secure the repayment of sums advanced to cover the cost of any permanent improvement to be placed thereon,

but such lien shall not be junior, subordinate or inferior to any liens securing home equity loans. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity, whether by non-judicial or judicial foreclosure, except as limited by law; provided, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charges or lien. Maintenance charges not paid within 30 days after being due or assessed shall bear interest at the rate of eighteen (18%) percent per annum and all Owners agree to said interest rate by the acceptance of ownership of any lot within the Properties. Also, should the Association be required to employ an attorney to collect the maintenance charges and interest, the lot owner agrees that they shall be required to pay reasonable costs and expenses, including but not limited to, reasonable attorney's fees and court costs, incurred by the Association to collect said charges and penalties or enforce the maintenance charge lien. In the event of a non-judicial foreclosure of the lien pursuant to Section 51.002 of the Texas Property Code, unless the foreclosure is prohibited by law, the Association shall be entitled to designate a Trustee by instrument recorded in the Office of the County Clerk of Victoria County, Texas, and upon such recording, each said Trustee shall, at the request of the Association, give notice of foreclosure sale as required by Section 51.002 of the Texas Property Code, and sell such lot to the highest bidder for cash at the designated place for non-judicial foreclosure sale at the Victoria County Courthouse in Victoria, Texas in accordance with the procedures outlined in said statute. At any foreclosure sale, whether judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, including but not limited to, interest, attorney fees and court costs (except as said attorney fees and costs may be limited as outlined in the Texas Property Code) and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed.

5. If a foreclosure sale is conducted in enforcing a maintenance charge lien and the foreclosed upon lot is sold to the Association or to a third party, the Association shall send the former owner of the lot foreclosed upon a written notice, as provided in the Texas Property Code, of their right to redeem their lot, as provided in the Texas Property Code, and must record an affidavit in the Official Records of Victoria County, Texas, stating the date on which said written notice was sent to the former owner and containing a legal description of the lot foreclosed upon. If the former owner does not redeem his/her lot within the time allowed by the Texas Property Code, the Association, if it purchased the lot at the foreclosure sale, shall record a second affidavit, stating that the former owner did not redeem the property within the time allowed by the Texas Property Code.

6. The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

D. The Association shall function as the representative of the owners of the lots in the Properties for the purposes herein set out as well as for all other purposes consistent with the creation and the preservation of a first-class residential subdivision. The Association, acting

through the Committee, shall also approve or disapprove of plans of all improvements on the Properties, publish architectural standards guidelines, and perform such functions as herein provided for the Committee. The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

E. Declarant, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication or architectural standards Guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and grantee's heirs, successors and assigns, that Declarant, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

F. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any residential lot in the subdivision until the complete plans and specifications of the proposed improvements, plus a survey plot plan showing the location of the improvements on the lot in relation to other matters pertaining to the lot, such as the boundary lines, building lines, septic system, water wells, and driveway, have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of plans drawn to scale and specifications along with applicable, non-refundable review fees, as set by the Committee, shall be delivered to the Committee. Such plans and specifications shall be reviewed as to quality of design, harmony of exterior design and materials with existing or approved structures, and location with respect to topography, finish grade elevations and set-back restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with

these Restrictions.

4. If no action is taken on plans and specifications within thirty (30) days after their delivery to the Committee, they shall be deemed approved on the 30th day after such delivery.

5. The Committee shall from time to time promulgate and publish Architectural Standards Guidelines, subject to the approval of the Board of Directors of the Association. A copy of the Guidelines in effect at the time will be furnished to owners and builders on request. Such Guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Architectural Standards Guidelines may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

G. Additionally, from time to time, the Committee, or its representatives, may be required to proceed to a lot or retain the services of the Committee's engineer to determine whether to approve of such matters related to the improvement of a specific owner's lot, such as trees requested by a lot owner to be removed in the no cut zones, as outlined in Article V, Section E herein, approvals or disapprovals regarding the location or design of driveways, culverts, water wells, septic tanks, or other improvements, or approvals or disapprovals of variances as may be allowed herein with the approval of the Committee. Each lot owner who requests such approvals and variances shall be liable to reimburse the Association for all expenses for the Committee, as they deem necessary, to consult with their engineers or consultants with regard to approving or disapproving these potential approvals and/or variances, and in addition, the Association may charge the requesting lot owner a fee per matter (not per lot) needing or requested to be approved or disapproved ("approval fee"), as the Association deems necessary, based upon the amount of time necessary for the Committee to make a decision of whether to approve or disapprove such matter and/or the amount of trips that a Committee's representative may need to make to the requesting owner's lot in order for the Committee to determine whether or not to make said approval or not, but said approval fee shall not exceed \$200.00 per matter sought to be approved. A matter sought to be approved, for purposes of this paragraph, is a single item requested to be approved, such as approval of the water well location, approval of location of a driveway, etc. Payment of these approval fees and consultation expenses are deemed to be a special assessment against the lot owner and his/her lot for the year in which these fees and expenses are incurred and are due and payable to the Association within 30 days after said lot owner is billed with said fees and expenses. Additionally, payment of said special assessment is deemed part of the maintenance charge and secured by the maintenance charge lien outlined in Article III herein.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

A. Establishment of Architectural Control Committee. The Association shall establish and maintain an Architectural Control Committee (herein "the ACC") in accordance with its Articles, By-Laws and this Declaration.

B. Composition and Designation of Committee. After being created by Declarant,

the Architectural Control Committee shall consist of (5) members: the chairman of the Architectural Control Committee ("Chairman") and four (4) regular members, except for as long as Declarant owns any interest in the Master Tract, said committee may be composed of only three members. Each member shall be appointed by the Declarant or the Association, as the case may be, as outlined in Article III above (being hereinafter referred to as "the Appointing Authority"). Except for Declarant, no more than one member of any family can serve on the ACC. The Appointing Authority shall have the right to remove and any and all members of the Architectural Control Committee at any time for any reason, with or without cause. In the event one (1) of the members of the Architectural Control Committee resigns or is no longer able to serve as a member, the Appointing Authority shall appoint a new member of the Architectural Control Committee so that there will continue to be five members of the ACC, except as provided above as to Declarant. The Appointing Authority may also appoint staff and consultants for the ACC, including, but not limited to architects, planners, engineers, attorneys and other individuals whose knowledge or skills will assist the Architectural Control Committee in carrying out its functions. Each member of the Architectural Control Committee shall hold office from the date of his appointment until January 31 of the succeeding calendar year and thereafter until such time as a successor has been appointed, unless, such member sooner resigns or is removed. As of January 31 of each year, the Appointing Authority shall review the composition of the members of the Architectural Control Committee and shall either re-appoint such members or shall remove one or more members and appoint new members. A record of the members of the Architectural Control Committee shall at all times be kept at the offices of the Appointing Authority and such information shall be provided to any Owner or prospective purchaser of any lot upon request. Members of the Architectural Control Committee need not be officers, directors or members of the Association. Members of the Architectural Control Committee shall not receive compensation for acting as such, but shall be reimbursed for reasonable out-of-pocket expenses incurred in their capacity as members of the ACC.

C. Duties and Functions of ACC. The duties, powers and responsibilities of the Architectural Control Committee shall be as follows:

1. Plan Approval. The Architectural Control Committee shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping of any Improvement, as well as the general plan for development of any individual lot, within the Properties. All construction and development within the Properties is subject to its sole discretion, but prior to the construction plan approval, described in Section F of Article III above, impose standards of architectural and landscaping design, building setback lines or a general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, planning or other governmental codes. Such approval may be subject to special conditions or requirements, including, without limitation, the date upon which all improvements are to be completed. In the event of any conflict between the standards imposed by local governmental and other controls and the standards imposed by the ACC, the more

restrictive standards shall control; provided, however, that, if any standards imposed by the Architectural Control Committee are violative of any local governmental ordinances, then the standards imposed by the Architectural Control Committee shall control only to the extent that they are not violative of the local governmental ordinances.

2. No Waiver of Future Approvals. The approval by the Architectural Control Committee of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

3. Construction. Except as hereinafter expressly provided, no Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the Architectural Control Committee in accordance with Section F of Article III hereof. Any change in the outward appearance of any Improvement, including, but not limited to, repainting the same in a different color, adding decorative sculptures or art work, wrought iron grills, changing in any manner the exterior appearance or the like, shall also require approval in writing by the Architectural Control Committee before any work is commenced. Any Improvement constructed or made without the required Architectural Control Committee approval or constructed or made in a manner which is not consistent with the approval granted by the Architectural Control Committee shall be subject to removal by the Association or Declarant.

4. Period for Construction. Unless specifically excepted in writing by the ACC, all Improvements shall be completed within a reasonable time from the date of commencement of such Improvements or within the time established by the Architectural Control Committee in the event that the approval is so conditioned. Notwithstanding the above, the Architectural Control Committee shall allow any owner no more than one year from the date of commencement in order to fully complete the full construction of a new residence; the date of commencement for purposes of this sentence shall begin on the date the excavation for the slab of the new residence begins or on the date any other activity on the subject lot, such as the bringing of substantial building materials to the subject lot, which, in the opinion of the ACC, indicates that construction of a new residence has begun, whichever is earlier. In the event that any Improvements are not so completed, the approval thereof by the Architectural Control Committee shall lapse and such Improvements shall thereafter be deemed to be unapproved Improvements and the Architectural Control Committee may exercise its authority with respect thereto as hereinafter provided; provided, however, prior to exercising its rights with respect to any Improvement for which construction has not been completed within a reasonable time (or the time established by the Architectural Control Committee in the event that the approval is so

conditioned), the Architectural Control Committee shall give Notice of such failure to any interim construction lender providing financing for such construction who has given written notice to the Association of its desire to receive such Notice together with the address to which such requested Notice is to be sent. Thereafter the Architectural Control Committee shall give such interim construction lender an additional reasonable period of time to complete such construction prior to exercising its rights hereunder. If such interim construction lender completes such Improvement within such additional reasonable period of time such completion shall be as effective as if the Owner had completed such Improvement within the original period of time granted by the ACC.

5. Inspection. There is specifically reserved unto the Architectural Control Committee the right of entry and inspection upon any tract, lot or parcel for the purpose of determination by the Architectural Control Committee whether there exists any construction of any Improvement which violates the terms of any approval by the ACC, the Architectural Standards Guidelines or the terms of this Declaration. The ACC, on behalf of the Association, is specifically empowered to enforce the provisions of this Declaration, the Architectural Standards Guidelines, the conditions of all Architectural Control Committee approvals and all Supplemental Declarations by any legal or equitable remedy (including, but not limited to, the right to remove any unapproved Improvement which has not been completed within the time period provided in Subsection C above, and charge the offending Owner for the cost therefor), and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. All reasonable charges, court costs, expenses and attorney fees incurred by the Association in enforcement hereunder shall be assessed as an Individual Assessment against the offending Lot Owner and lot and said assessment is secured by the lien above described in Article III, Section C and able to be enforced as outlined above.

6. Authority. A majority of the Architectural Control Committee may take any action of the Architectural Control Committee and may designate a representative to act for it. In the event of death, disability, removal or resignation of the Chairman of the ACC, the Appointing Authority shall designate a successor.

7. Release. In each instance where Improvements have been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration, the Architectural Standards Guidelines, Architectural Control Committee approvals or any other covenants which the Architectural Control Committee has the power to enforce, or in such manner that the same encroaches on any easement, common area, building setback line, or upon request by an Owner in advance of construction, the Architectural Control Committee reserves the right (but shall not be obligated in any manner) to release said lot and owner from the restriction which he, she, or it violated and to grant an exception to permit the encroachment or violation so long as the ACC, in the exercise of its good faith discretion, determines that the release or exception will not materially and adversely affect the

health, safety and appearance of the Properties. All such modifications, releases or exceptions shall be within the sole opinion and absolute discretion of the ACC. The Architectural Control Committee has the right but not the obligation, to grant waivers for minor deviations and infractions of this Declaration, the Architectural Standards Guidelines, any Supplementary Declaration. In making any of the foregoing determinations, the Architectural Control Committee shall adhere to the standards imposed upon Boards of Adjustment in granting variances under the laws of the State of Texas.

8. Variances. The Architectural Control Committee may authorize variances from compliance with any of its guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental conditions require; however, such variances may only be granted, when unique circumstances dictate and no variance shall (1) be effective unless in writing, (2) be contrary to the restrictions set forth herein, or (3) estop the Architectural Control Committee from denying a variance in other circumstances.

9. Architectural Standards Guidelines ("ASG"). The Architectural Control Committee shall promulgate the ASG by a majority vote together with the written consent of Declarant, so long as Declarant owns an interest in the Master Tract. All amendments, supplements, revocations and modifications shall also require a majority vote of the Architectural Control Committee together with the written consent of Declarant, so long as Declarant owns an interest in the Master Tract. The ASG shall be made available to all Owners and persons making application for approval to the ACC. The ASG shall be consistent with this Declaration and any Supplemental Declaration and shall supplement the Rules and Regulations of the Association. Additionally, in all instances where the ASG is in conflict with the development regulations of applicable Governmental Agencies, the most rigorous standard shall apply. In no event shall the ASG act to exempt any applicant or Owner from the regulations of any applicable Governmental Agency. The ASG will further set forth the application requirements, filing fees relative to seeking Architectural Control Committee approval, charges and other related matters for an Owner or prospective Owner to follow in connection with receiving approval for any development of any portion of the Properties. In the event of a conflict between the provisions of this Declaration and the provisions of the ASG, the provisions of the Declaration shall control.

D. Appeal to the Board of Directors. In the event that plans and specifications submitted for approval in accordance with the provisions hereof are disapproved by the ACC, the owner of a lot shall have the right to appeal the decision to the Board of Directors by written notice of appeal received by the President or Secretary of the Board within thirty (30) days after the date of disapproval. Procedures for such an appeal shall be determined by the Board of Directors. No action may be brought against the Association, its officers or directors, or the Architectural Control Committee or their members unless and until an appeal is made by a complaining owner and a decision on such an appeal is made by the Board of Directors.

E. Solar Energy Device Approval Special Provision. If a Solar Energy Device, as that term is defined in Article V § AA, Sub. 1(c) of these Restrictions, is proposed to the ACC in a

manner compliant with Section F of Article III herein, the ACC shall likewise issue its approval or disapproval of the Solar Energy Device installation to the homeowner within thirty (30) days. If there is no written decision either approving or disapproving within that thirty (30) day period, then on the thirtieth day (30th) the plan shall be deemed approved. The ACC reserves the right to disapprove of a homeowners' plans for the installation of a Solar Energy Device to the extent authorized by Article V § AA, Sub. 3. Further, if the ACC determines in writing that placement of the device as proposed by the homeowner(s) constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities, then the ACC may disapprove of the installation of a Solar Energy Device. **The written approval of the proposed placement of the Solar Energy Device by all homeowners' of adjoining property constitutes prima facie evidence that such a condition does not exist.**

ARTICLE V

GENERAL RESTRICTIONS

A. Permitted Use--Residential Purposes Only.

1. The Property shall be used only for private single family residential purposes, as shall more particularly be set forth in this Declaration. The term "family" and "immediate family" as used herein shall mean 1) one or more persons related by blood, adoption or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants or a number of persons, or 2) not exceeding three adults, together with their minor children and adult parents, living and cooking together as a single housekeeping unit, though not related by blood, adoption, or marriage. The Association, acting through its Board of Directors, shall have the power to enforce such standards. The family unit as described herein shall all live together in the single family residence and not in any out buildings.

a. In the event a member of an owner's immediate family should live in the same household as the owner, said immediate family member must abide by these restrictions as well.

b. Under no circumstances shall this paragraph be construed as authorizing the use of a separate house, residence, or any type of exterior premises such as, but not limited to, those detailed in Article V(A)(5) detailed hereafter for the housing of an immediate family member. All immediate family members *must* be housed in the Owner's residence.

2. Only one residence or home shall be constructed on each lot. This provision, however, shall not prohibit the construction of one residence on a portion of two or more lots as shown by the plat of the subdivision, provided said lots are used solely for private single family residential purposes; in said event, the building lines in the center of said lots shall not apply.

3. The term "private single family residential purpose" as used herein shall be held without limitation to exclude duplex houses, rooming houses, boarding houses and apartment houses, trailer parks, and recreational vehicle parks and to exclude commercial, business, and professional uses, except for Declarant's lot sale program. There shall not be more than one (1)

residence or home per platted lot. Each residence shall be occupied by the owner and owner's immediate family or, in the case of a residential lease, by an occupant who has leased the residence for at least six (6) continuous months. Single family residential purposes does not include daily, weekly or monthly rentals for less than a 6-month period.

4. The term "commercial, business, and professional uses" means and refers to any use of any building, structure, or property governed by these restrictions used for: (a) a public purpose or economic gain; or (b) any use of a building, structure, or property that is not "private single family residential purposes," as this term is defined by these Restrictions herein. This provision shall in no way be construed to abolish the right of a homeowner to engage in a "long-term rental arrangement" in which an occupant has leased the residence of a homeowner for a period of at least six (6) continuous months. Any rental period for less than six-continuous months will be considered a "short-term rental arrangement" and a "commercial use," and is hereby prohibited.

5. No building materials, tools or temporary building of any kind or character, including, but not limited to, tents, shacks, garages, barns or sheds, shall be placed or stored upon any lot on the Property until the Owner is ready to commence construction of Improvements thereon; any such temporary building or structure of any kind shall not be used for any purpose other than for construction purposes related to the building of the Improvements thereon. Any such buildings shall be maintained in a neat, attractive and clean condition.

Notwithstanding the preceding paragraph, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development and sale or lease of the Improvements constructed or to be constructed on any of the Property as long as such temporary facilities are in compliance with the requirements of applicable governmental agencies and have been approved by the Architectural Control Committee or Declarant.

6. No mobile homes, recreational vehicles, trailer houses, man caves, she sheds, tiny homes, guest homes, pool houses, playhouses, prefab homes, modular homes, motor homes, boats of any kind, basements, shacks, tents, garage, or other building shall ever be used a residence or living quarters on the Property. No manufactured home shall ever be installed on the Property or stored on the property and no manufactured homes shall be used as a residence or living quarters on the Property. All residences must be site built and constructed.

7. No barndominium or similar structure that combines a residential dwelling with attached storage for recreational vehicles, trailer houses, boats or boat trailers, tractors or farm implements, or other heavy equipment shall be constructed on any part of the Property conveyed hereby.

B. Building Sizes, Location and Construction.

1. The living area of the main house or residential structure, exclusive of porches, open and screened terraces, patios, and garages, shall not be less than 2000 square feet and not greater than two stories in height. Further, two story structures must have not less than

2,000 square feet of living area on the first floor.

2. No building shall be located on any lot nearer to the front or nearer to the side than the minimum building setback lines as shown on the original recorded plat for the Property. If two or more lots are consolidated into a one building site for one residence, these building setback requirements shall apply to the resulting building site as if it were one original, platted lot.

The front of all houses will face toward the streets within the subdivision. Specific houses will only face as follows:

- ❖ Lots 2 and 11, in Block 1, and Lots 2 and 6, in Block 2, will only face Sophie Ranch Road
- ❖ Lots 12 and 19, in Block 1, will only face Savannah Ranch Road
- ❖ Lot 8, in Block 2, will only face Sydnie Ranch Road
- ❖ Lot 15, in Block 2 will only face Lakeside Trail
- ❖ Lots 1, 2, 3, 4 and 8, in Block 3 will only face Briarhill Road
- ❖ Lots, 9 and 16 in Block 3 will only face Buckskin Pass
- ❖ Lots 9 and 20, in Block 4 will only face Crosstimber Trail
- ❖ Lots 1, 2 3, 4 and 5, in Block 4 will only face Sunset View Trail

3. The exterior/outside walls of the main house or residential structure on each lot shall be, at a minimum, at least 50% brick, rock or stone, or a combination of the same. The brick, rock or stone, as well as the colors thereof, shall be approved by the Architectural Control Committee, as shall corresponding paint or stain colors.

Any garage, shed, or any other building other than the residence (“collectively referred to as a “outbuilding”) may not be greater in height or number of stories than the residence for which it is built. A garage, defined as a structure with three walls and a front sliding door intended to enclose vehicles of sufficient size to accommodate not less than two cars, must be constructed with any residence.

The outside walls of any Owner’s outbuilding which are, in the sole judgment of the Architectural Control Committee, visible from any public road or which are visible from any adjacent Owner’s property, must have a wainscot of at least 4 feet tall with the same type of brick, rock or stone as on the residence of the Owner who has said outbuilding and must be approved by the Architectural Control Committee prior to its construction. All outbuildings must have a roof to match the pitch of the residence and must not have a foundation exceeding 60% of the size of the main house or residence.

4. No home shall be constructed prior to determining the FEMA 100-year flood plain and complying with all regulations governing such construction. ***Further, finished floor elevations shall be a minimum of twenty-four (24”) inches above the centerline of the adjacent street or a minimum of eighteen (18”) inches above the highest natural ground at the actual location of the structure, whichever elevation is more appropriate based on the topography of the property.***

Variances to this requirement may be granted by the Architectural Control Committee.

C. Culverts. All culverts must be designed and constructed in accordance with the plans

outlined in the Architectural Standards Guidelines unless a variance to said requirement is granted by the Architectural Control Committee.

D. Makeup and Location of Driveways. Each driveway must be designed so that it allows an automobile and truck to travel over it easily in all weather conditions (in other words, must be, at a minimum, a well maintained all-weather road constructed surface). In the event the same is not maintained and, as a result, rocks, limestone or other materials are tracked onto the adjoining public road, the Homeowners Association shall have the right, but not the obligation, to require that said driveway be maintained and/or upgraded as appropriate.

No main or primary driveway access is allowed to any lot onto Old Highway Road or Tipton Road. The front door of the house of a lot abutting Tipton Road or Old Highway Road must face the Garcitas Creek Ranch subdivision roads. The Architectural Control Committee must approve of the driveway locations on all lots within the Property prior to the construction of the driveways. No lot is allowed more than one driveway access to a public road (no driveways with two entrances), unless a variance to said requirement is granted by the Architectural Control Committee.

E. Zones of Prohibited Removal of Trees and Brush. No existing trees, brush, or other woody vegetation may be cut in the area between the front building lines, located on the lots and said street, unless a variance to said requirements is granted by the Architectural Control Committee. No trees, brush, or other woody vegetation may be cut in the area between the side building lines, on the respective lots along all other streets, and said streets, unless a variance to said requirements is granted by the Architectural Control Committee.

F. Partition of Lots. No lot shall be re-subdivided or partitioned by any owner to make such lot smaller than its original size and no such owner shall divide one lot into multiple lots.

G. Prohibited Uses. No use of the Property shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No activity or use shall be permitted on or with respect to the Property which is obnoxious to or out of harmony with a distinctive community including, but not limited to any trailer houses and trailer parks, junk or scrap metal yard, industrial plant, waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, sewage treatment or other similar waste disposal system, except those on-site sewage facilities, which may be approved under an appropriate regulation then in effect in Victoria County, Texas, and any fire, bankruptcy or auction sale or operation. No burning of rubbish or trash shall be permitted at any time within the Properties, EXCEPT UPON SPECIFIC DAYS FROM TIME TO TIME ALLOWED BY THE ASSOCIATION.

No junk of any kind or character nor any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailer, or the like shall be kept on the Property except in an enclosed garage or shed. Any non-operative vehicle or any vehicle not currently registered for operation on state roads, that is left or stored on any lot on the Property more than one month in a

location that is not secured away from view from the public road either within the Property in a garage or similar structure or fully enclosed behind a fence and not visible above the fence, may be removed by the Association at the Owner's expense. Moving the vehicle from time to time will not serve as a defense to this prohibition.

H. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No lot within the Property shall be used, in whole or in part, for the storage of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious or obscene to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, illegal, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property, except each Owner may keep weapons on the Property, which are approved by the Association in its sole discretion, as it determines an Owner may reasonably need for personal security on the Property or it determines is commonly used for hunting on other properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any of the Property unless required by law.

I. Disposal of Trash. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any lot in the Property, nor shall any lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic, or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each lot shall remove such prohibited matter from his lot at regular intervals at his expense.

J. Fences, Walls and Hedges. No fence, wall or hedge shall be placed on any lot on the Property nearer to the front than the front building line. All fences shall be masonry or steel or natural colored fence wood unless previously approved, in writing, by the Architectural Control Committee. No fence, wall or hedge shall be higher than eight (8') feet, without the consent of the Architectural Control Committee. No wire or chain link fence is permitted on any lot in front of

the residence except as approved by the Architectural Control Committee; however, such fences are permitted to the sides and in the rear of the residence on each lot. All fences must be kept repaired and maintained. Masonry or steel and said fences shall not exceed 8 feet in height; no chain link fences or other type fences are allowed unless previously approved, in writing, by the Architectural Control Committee.

K. Maintenance of Grass, Weeds and Hedges. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which might create a hazard to property or persons, shall be promptly removed or repaired.

L. Owner's General Responsibility of Maintenance. Each Owner of a lot shall at all times be obligated to maintain his/her property and all improvements thereupon, so as to keep the same in a clean, neat, attractive, sightly and safe condition and to conform with all of these Restrictions.

M. Mineral Production. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any of the Property.

N. Animals and Pets. No livestock, pigs, swine or poultry of any kind may be raised, bred, kept, or pastured on any lot, with the exception of dogs, cats or other usual and common household pets, not to exceed a total of five (5) pets; provided, however, no pets are permitted to roam free; and, in the sole discretion of the Association, those pets that endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners within the Property may be removed by the Association. No pets shall be kept, bred or maintained for any commercial purpose. However, FFA or 4H animals may be raised during the typical school season provided the same are owned by an occupant of the home located on the property.

O. Signs. Except for a political sign as provided below, no signs or advertising device of any kind may be placed or kept on any lot other than one sign for advertising a certain lot for sale or rent, said sign not exceeding five (5) square feet in area and placed no more than 8 feet above ground. Notwithstanding the above, contractors, architects, or lending institutions may place appropriate signs on a lot during construction. This paragraph does not apply to Declarant.

As to political signs, political signs, no larger than 4' by 6', may only be erected on any lot from on or after the 90th day before the election to which the sign relates until the 10th day after the election, so long as they are ground-mounted, they do not threaten the public health and safety, do not violate any law, do not contain language, graphics, or any display that would be offensive to the ordinary person and are not accompanied by music or other sounds or by streamers or are otherwise distracting to motorists or neighbors in the area.

P. Clothes Lines. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained until after a residence is built on a lot and only behind the residence at the rear part of the lot.

Q. Gas Meters and Septic Tanks. All gas meters shall be located behind the building set back line. No home constructed in the Property shall be occupied until that home is connected to a functioning septic system approved by the Texas Commission on Environmental Quality and the County of Victoria. All septic tanks shall be located only at the locations as shown on the plat for the Property, if any, and/or as approved by the Architectural Control Committee; variances to these requirements may be granted by the Architectural Control Committee. They shall comply with all federal, state, and local governmental regulation regarding their construction, operation, and maintenance. Septic systems shall be located to avoid conflicts with water well locations. All septic tank equipment must be enclosed as approved by the Architectural Control Committee.

R. Water Wells. All water wells must be located only at the locations as shown on the plat for the Property and approved by the ACC; variances to these requirements may be granted by the ACC. They shall comply with all federal, state, and local governmental regulation regarding their construction, operation, and maintenance. All water well equipment must be enclosed as approved by the Architectural Control Committee.

S. Motor Homes, Campers, Boats, and other Vehicles. No golf carts, mobile homes, motor homes, trailers of any kind or similar structure, trucks, campers, or boats shall be kept or placed on any lot, other than in a garage, for more than 5 days in any month. No golf carts, mobile homes, motor homes, trailers of any kind or similar structure, trucks, campers, or boats shall be repaired on any lot other than in a garage. No dismantling or assembling of a motor vehicle, boat, trailer, any truck or any other machinery of equipment shall be permitted in any driveway or yard. None of the above or any other vehicles may be left parked overnight on any street within the Property. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. The provisions of the paragraph will not however apply to emergency vehicle repairs or temporary construction facilities maintained and used exclusively in connection with the reconstruction or repair of any work or improvements.

T. Damaged or Destroyed Improvements. Any building or other improvement on the Property that is destroyed partially or totally by fire, storm, or other means shall be repaired or demolished within a reasonable time and the land restored to an orderly and attractive condition.

U. Drainage. Nothing shall be erected, placed, maintained, done or permitted on any lot which interferes with surface water runoff in such a manner as to cause such water to be diverted onto another lot in the Property or to other properties or which causes flooding or erosion to any of said properties or to any roadway or ditch.

V. Excavations. Except as is necessary in conjunction with landscaping or construction of improvements thereon, the digging of dirt or the removal of dirt, sand, gravel, soil, or rock from any of the Property is prohibited.

W. Mailboxes. Individual mailboxes are hereby prohibited. Only group mailboxes established by the United States Postal Service shall be allowed.

X. Firearms. There shall be no discharge of any guns or firearms, at any time, at any place, for any reason, within the boundaries of the Property, except in the case of self-defense or

the need to shoot animals which are imminently endangering the occupants of the Property (i.e. snakes, wild hogs, etc.) Any such discharge shall be without the endorsement of Declarant and any resulting liability for such a discharge shall be the sole responsibility of that person responsible for the gun's or firearm's discharge.

Y. Notice of Change in Title: At any time that title may change to any of the lots in the above subdivisions, the new owner shall be required to evidence such transfer of title by sending a copy of the deed as well as the new owner's address and phone number to the address listed in the Management Certificates for each of the above subdivisions.

Z. No hunting on the Property: No form of hunting shall be allowed on the Property. No use of bow and arrow, crossbow, trapping, or shooting shall be allowed on any part of the Property.

AA. Regulation of Solar Energy Devices.

1. In this section:

a. "Development Period" means a period stated in a declaration during which a declarant reserves: (i) a right to facilitate the development, construction, and marketing of the subdivision; and (ii) a right to direct the size, shape, and composition of the subdivision.

b. "Residential Unit" means a structure or part of a structure intended for use as a single residence and that is: (i) a single-family house; or (ii) a separate living unit in a duplex, a triplex, or a quadplex.

c. "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. The Association will not interfere with the right of a homeowner to install a Solar Energy Device upon their property, except as provided in this Section.

3. The Association hereby prohibits a solar energy device that:

a. as adjudicated by a court, threatens the public health or safety; or violates a law;

b. is located on property owned or maintained by the Association;

c. is located on property owned in common by the members of the Association;

d. is located in an area on a homeowner's property other than:

i. on the roof of the home or of another structure allowed under the dedicatory instruments of this Association; or

ii. in a fenced yard or patio owned and maintained by the

homeowner.

e. if mounted on the roof of the home:

i. extends higher than or beyond the roofline;

ii. is located in an area other than an area designated herein, unless the alternate location increases the estimated annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Association;

iii. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

iv. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.

f. if located in a fenced yard or patio, is taller than the fence line;

g. as installed, voids the warranties; or

h. was installed without prior approval by the Association or the Architectural Control Committee within the period for approval stated herein.

AB. Regulation of Wind-Powered Devices.

1. In this section:

a. “Wind-Powered Energy Device” means an apparatus designed or adapted to convert the energy available in the wind into thermal, mechanical, or electrical energy; to store the converted energy, either in the form to which originally converted or another form; or to distribute the converted energy.

b. “Wind-Powered Water Pumping System” means an apparatus designed or adapted to convert energy available in the wind into a mechanical pump used to produce water from a surface stream, pond, or other body of water or from underground.

2. No homeowner may install, erect, or maintain a Wind-Powered Energy Device and Wind-Powered Water Pumping System on any property governed by these restrictions.

ARTICLE VI
GENERAL PROVISIONS

A. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, unless otherwise amended as allowed by state law. Upon the expiration of such thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Association cast at a duly held meeting of the Members of the Association, at which a majority of the lots within the Properties which are then subject to assessment are represented, vote in favor

of terminating or amending this Declaration, in part, at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate or amend this Declaration is to be considered, setting forth the proposed termination or amendment, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Association votes to terminate or amend this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the amendment adopted by the Association, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association represented at said meeting, the total number of votes cast in favor of such amendment and the total number of votes cast against such amendment. The certificate shall be recorded in the Official Records of Victoria County, Texas, and may be prima facie evidence of the correctness of the facts contained therein as they relate to the termination or amendment of this Declaration.

B. Amendments by Declarant. Notwithstanding the above paragraph, until such time as Declarant does not own any interest in the Master Tract, the Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to unilaterally alter, modify, change, revoke, rescind or cancel, from time to time, any or all of the restrictive covenants contained in this Declaration or hereinafter included in any Supplemental Declarations or Additional Declarations, provided that the alteration, amendment, change, or revocation has no material adverse effect upon any right of any Owner, or the Owner or Owners so affected have consented thereto. Such right of modification expressly includes the right to release any portion of the Properties owned by Declarant from this Declaration. Such amendment shall be done by Declarant in writing outlining the amendment and recorded in the Official Records of Victoria County, Texas.

C. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association or Declarant may be assigned to any person, corporation or association which will assume the duties of the Association or Declarant, as applicable, pertaining to the particular rights, powers and reservations assigned. Upon such assignee's evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or Declarant, as is applicable. Further, the Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may designate.

D. Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be accomplished by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or circumventing or attempting to violate or circumvent any such covenant, condition or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by the Declarant,

Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Until Declarant no longer has an interest in the Properties, if anyone other than Declarant intends to enforce such covenant, condition, or restriction, notice of intent to enforce a covenant, condition or restriction must first be given to Declarant at least ten (10) days prior to commencing such proceeding at law or in equity.

E. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

F. Interpretation. The Declarant (and after Declarant no longer has any interest in the Master Tract, the Board of Directors of the Association) shall have the right except as limited by any other provisions of this Declaration or Articles or By-Laws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

G. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will cause it to lose its non-profit status under applicable state or federal law.

H. Number and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

I. Construction. The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Properties.

J. Mineral Reservation. Declarant hereby reserves and retains all rights, title and interest in all oil, gas, coal, coal tar, cement, limestone, gravel, sand, rock, caliche, and other minerals in and to the Property; provided, however, Declarant shall not have the right to use any of the surface area of any portion of the Property for any exploring, mining, or drilling activity in connection with such minerals.

K. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a

merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted except with the consent of 66% of the lots which are then subject to assessment within the Properties.


L. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of any Supplemental Declarations; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Supplemental Declaration shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

**ARTICLE X
LIENHOLDER**

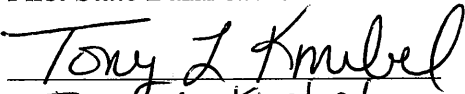
The owners and holders of the only liens covering the Property, have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions. However, the joinder of the lienholder is not to be construed as a representation by the lienholder as to the adequacy of this Declaration or the Property in general, but instead their joinder is merely to evidence their consent to this Declaration. No violation of any restrictions or covenants herein shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided however, that any mortgage in actual possession, or any purchaser at any mortgagee's foreclosure sale, shall be bound by and subject to this Declaration as fully as any Owner of any portion of the Property.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed effective as of the date listed above.

L 6 RANCH, LLC

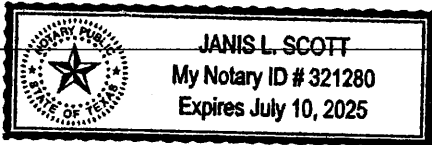
By: 
John L. McNeill, D.O., Managing Member

Lienholder Consent:

First State Bank of Louise
By: 
Name: Tony L. Knebel
Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged BEFORE ME on this the 30 day of November, 2022, by John L. McNeill, D.O., Managing Member of L 6 Ranch, LLC, on behalf of said limited liability company.



Garcitas Creek Ranch Estates

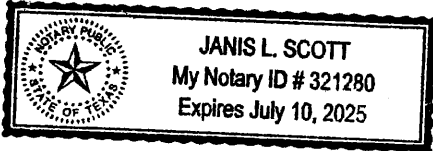
Janis L. Scott
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF VICTORIA

This instrument was acknowledged BEFORE ME on this the 30 day of November, 2022, by TONY L. KNEBEL, SENIOR VICE-PRESIDENT of First State Bank of Louise, on behalf of said bank.



Janis L. Scott
NOTARY PUBLIC, STATE OF TEXAS

J:\JLS\McNeill, John\Garcitas Creek Ranch, LLC\REVISED NOV 2022 Restrictions- Garcitas Creek Ranch (WEF EDIT)

THE STATE OF TEXAS}
COUNTY OF VICTORIA}

Being an 877.94 acre tract of land out of the Valentine Garcia Grant Survey, A-45, the Mary H. Farrer Survey, A-550, and the A.P. Robertson Survey, A-547, Victoria County, Texas, and being a portion of a residual 1,096.705 acre tract of land conveyed from Garcitas Creek Ranch, LLC to L 6 Ranch, LLC by deed dated January 21, 2020 as recorded in Instrument No. 202000774 of the Official Public Records of Victoria County, Texas, said 877.94 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the West corner of the herein described tract, said iron rod being the West corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, the South corner of a 19.16 acre tract of land conveyed from L 6 Ranch, LLC to Kenneth W. Charbula and Jennifer Charbula as recorded in Instrument No. 202003379 of the Official Public Records of said county, and in the northeast right of way line of Tipton Road (40' R.O.W.);

THENCE, North 53°35'29" East, with common line of the 19.16 acre Charbula tract, a distance of 767.97 feet to a 5/8 inch diameter iron rod found for an angle point of the herein described tract, said iron rod being the East corner of the 19.16 acre Charbula tract and the South corner of a residual 17.87 acre tract of land conveyed from Aileen Davenport to John Stockbauer, Jr., et ux as recorded in Volume 1389, Page 545 of the Deed Records of said county;

THENCE, North 53°41'19" East, with the common line of the residual 17.87 acre Stockbauer tract, a distance of 1,595.68 feet to a 5/8 inch diameter iron rod found for an angle point of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the East corner of a 5.99 acre tract of land conveyed from Kevin J. Gaspard, et ux to Timothy Serrano, et ux as recorded in Instrument No. 201912835 of the Official Public Records of said county;

THENCE, North 53°23'02" East, crossing the residual 1,096.705 acre L 6 Ranch, LLC tract, a distance of 1,209.73 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an angle point of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the South corner of a 26.064 acre tract of land conveyed from Sharp Corporation to AA Sharp Investments, Ltd. as recorded in Instrument No. 200715628 of the Official Public Records of said county;

THENCE, North 53°56'16" East, with the common line of the 26.064 acre AA Sharp Investments, Ltd. tract, a distance of 948.59 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the East corner of the 26.064 acre AA Sharp Investments, Ltd. tract;

THENCE, North 36°24'31" West, with the common line of the 26.064 acre AA Sharp Investments, Ltd. tract, a distance of 1,101.45 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, the North corner of the 26.064 acre AA Sharp Investments, Ltd. tract, and in the southeast right-of-way line of Old Hwy Road (50' R.O.W.);

THENCE, North 52°35'42" East, with the southeast right-of-way line of Old Hwy Road, a distance of 1,387.76 feet to a fence post found for an angle point of the herein described tract, said fence post being an angle point of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 52°43'44" East, with the southeast right-of-way line of Old Hwy Road, a distance of 417.23 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the North corner of the herein described tract, said iron rod being the North corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the West corner of a 76.94 acre tract of land conveyed from Brenda Carter to Caitlin Carter Dobsy, et vir as recorded in Instrument No. 202115010 of the Official Public Records of said county;

THENCE, South 36°24'31" East, with the common line of the 76.94 acre Dobsky tract, a distance of 1,836.20 feet to a 5/8 inch diameter iron rod with yellow cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the South corner of the 76.94 acre Dobsky tract;

THENCE, North 53°35'29" East, with the common line of the 76.94 acre Dobsky tract, passing at a distance of 567.76 feet a 5/8 inch diameter iron rod with orange cap stamped "CIVILCORP REFERENCE PT" found on line for reference, and continuing for an overall distance of 687.76 feet to a point for an exterior corner of the herein described tract, said point being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and being the West high bank of Garcitas Creek;

THENCE, with the common line of the residual 1,096.705 acre L 6 Ranch, LLC tract and the West high bank of Garcitas Creek as follows:

South 09°07'54" West, a distance of 148.18 feet to a point;

South 04°29'18" East, a distance of 263.93 feet to a point;

South 08°50'26" East, a distance of 244.62 feet to a point;

South 31°59'31" East, a distance of 202.07 feet to a point;

South 50°37'56" East, a distance of 54.56 feet to a point;

South 62°02'07" East, a distance of 34.05 feet to a point;

South 59°54'31" East, a distance of 183.42 feet to a point;

South 67°35'52" East, a distance of 111.96 feet to a point;

South 71°25'12" East, a distance of 126.01 feet to a point;

South 72°52'53" East, a distance of 359.79 feet to a point;

South 85°34'16" East, a distance of 125.63 feet to a point;

South 79°33'19" East, a distance of 425.38 feet to a point;

South 59°05'43" East, a distance of 192.30 feet to a point;

South 48°09'46" East, a distance of 284.88 feet to a point;

South 48°32'03" East, a distance of 143.72 feet to a point;

South 50°52'08" East, a distance of 155.26 feet to a point;

South 52°55'41" East, a distance of 142.60 feet to a point;

South 48°35'26" East, a distance of 142.03 feet to a point;

South 47°30'04" East, a distance of 176.62 feet to a point;

South 54°25'57" East, a distance of 201.54 feet to a point;

South 62°04'22" East, a distance of 83.66 feet to a point;

South 66°11'13" East, a distance of 86.93 feet to a point;

South 71°47'01" East, a distance of 137.74 feet to a point;

South 72°24'07" East, a distance of 168.11 feet to a point;

THENCE, South 76°53'18" East, with the common line of the residual 1,096.705 acre L 6 Ranch, LLC tract and the West high bank of Garcitas Creek, a distance of 146.21 feet to a point for the East corner of the herein described tract, said point being the East corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the North corner of a 65.34 acre tract of land conveyed from L 6 Ranch, LLC to GBJ Properties, LLC as recorded in Instrument No. 202013104 of the Official Public Records of said county;

THENCE, South 31°20'01" West with the common line of the 65.34 acre GBJ Properties, LLC tract, a distance of 1,351.00 feet to a 5/8 inch diameter iron rod with yellow cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, an exterior corner of the 65.34 acre GBJ Properties, LLC tract, and the beginning of a non-tangent curve to the right;

THENCE, with the common line of the 65.34 acre GBJ Properties, LLC tract, along said curve to the right with a radius of 60.00 feet, a central angle of 90°00'00", an arc length of 94.25 feet, and a chord which bears South 31°20'01" West, a distance of 84.85 feet to a 5/8 inch diameter iron rod with yellow cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, an exterior corner of the 65.34 acre GBJ Properties, LLC tract;

THENCE, South 31°20'01" West with the common line of the 65.34 acre GBJ Properties, LLC tract, a distance of 1,570.29 feet to a 5/8 inch diameter iron rod with yellow cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the West corner of the 65.34 acre GBJ Properties, LLC tract;

THENCE, South 58°39'59" East, with the common line of the 65.34 acre GBJ Properties, LLC tract, passing at a distance of 786.61 feet a 5/8 inch diameter iron rod with orange cap stamped "CIVILCORP REFERENCE PT" found on line for reference, and continuing for an overall distance of 901.61 feet to a point for an exterior corner of the herein described tract, said point being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, the South corner of the 65.34 acre GBJ Properties, LLC tract, and in the centerline of Casa Blanca Creek;

THENCE, with the common line of the residual 1,096.705 acre L 6 Ranch, LLC tract and the centerline of Casa Blanca Creek as follows:

South 48°24'30" West, a distance of 850.92 feet to a point;

South 72°50'08" West, a distance of 719.16 feet to a point;

South 79°41'33" West, a distance of 710.71 feet to a point;

South 72°04'55" West, a distance of 162.41 feet to a point;

South 49°47'55" West, a distance of 214.08 feet to a point;

THENCE, South 34°35'31" West, with the centerline of Casa Blanca Creek, a distance of 103.87 feet to a point for an exterior corner of the herein described tract, said point being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and in northeast right-of-way line of Tipton Road;

THENCE, North 48°27'36" West, with the northeast right-of-way line of Tipton Road, a distance of 89.14 feet to a fence corner post found for an interior corner of the herein described tract, said fence corner post being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract,

THENCE, South 53°39'47" West, with the northwest right-of-way line of Tipton Road, a distance of 483.11 feet to a fence corner post found for an exterior corner of the herein described tract, said fence corner post being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, South 69°51'27" West, with the northwest right-of-way line of Tipton Road, a distance of 45.70 feet to a 5/8 inch diameter iron rod found for the South corner of the herein described tract, said iron rod being the South corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 58°38'48" West, with the northeast right-of-way line of Tipton Road, a distance of 41.53 feet to a fence corner post found for an exterior corner of the herein described tract, said fence corner post being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 36°17'36" West, with the northeast right-of-way line of Tipton Road, a distance of 833.26 feet to a fence post found for an exterior corner of the herein described tract, said fence corner post being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 36°25'44" West, with the northeast right-of-way line of Tipton Road, a distance of 706.14 feet to a fence corner post found for an interior corner of the herein described tract, said fence corner post being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, South 56°25'59" West, with the northeast right-of-way line of Tipton Road, a distance of 439.29 feet to a fence post found for an interior corner of the herein described tract, said fence corner post being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, South 56°29'03" West, with the northeast right-of-way line of Tipton Road, a distance of 271.85 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the East corner of a 10.11 acre tract of land conveyed from L 6 Ranch, LLC to Mark McNeill as recorded in Instrument No. 202207829 of the Official Public Records of said county;

THENCE, North 36°24'31" West, with the common line of the 10.11 acre McNeill tract (202207829), a distance of 1,462.94 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the North corner of a 10.11 acre tract of land conveyed from L 6 Ranch, LLC to Felix David Creager as recorded in Instrument No. 202205602 of the Official Public Records of said county;

THENCE, South 53°35'29" West, with the common line of the 10.11 acre Creager tract, a distance of 1,071.56 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract and the West corner of the 10.11 acre Creager tract;

THENCE, South 36°24'31" East, with the common line of the 10.11 acre Creager tract, a distance of 566.81 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an interior corner of the herein described tract, said iron rod being an interior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, an exterior corner of a 10.11 acre tract of land conveyed from L 6 Ranch, LLC to Mark McNeill as recorded in Instrument No. 202207836 of the Official Public Records of said county, and the beginning of a curve to the left;

THENCE, with the common line of the 10.11 acre McNeill tract (202207836), along said curve to the left with a radius of 35.00 feet, a central angle of 46°49'24", an arc length of 28.60 feet, and a chord which bears South 59°49'13" East, a distance of 27.81 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the end of said curve to the left for an exterior corner of the herein described tract and the beginning of a curve to the right;

THENCE, with the common line of the 10.11 acre McNeill tract (202207836), along said curve to the right with a radius of 60.00 feet, a central angle of 136°49'24", an arc length of 143.28 feet, and a chord which bears South 14°49'13" East, a distance of 111.58 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the end of said curve and an interior corner of the herein described tract;

THENCE, South 36°24'31" East, with the common line of the 10.11 acre McNeill tract (202207836), a distance of 232.19 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract, the South corner of the 10.11 acre McNeill tract (202207836), and in the northwest right-of-way line of Tipton Road;

THENCE, South 53°33'21" West, with the northwest right-of-way line of Tipton Road, a distance of 297.12 feet to a fence post found for an angle point of the herein described tract, said fence post being an angle point of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, South 53°31'41" West, with the northwest right-of-way line of Tipton Road, a distance of 425.28 feet to a 5/8 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 89°41'12" West, with the northwest right-of-way line of Tipton Road, a distance of 18.77 feet to a fence corner post found for an exterior corner of the herein described tract, said fence corner post being an exterior corner of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 66°38'45" West, with the northwest right-of-way line of Tipton Road, a distance of 17.13 feet to a fence corner post found for an exterior of the herein described tract, said fence corner post being an exterior of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 36°44'41" West, with the northeast right-of-way line of Tipton Road, a distance of 1,308.21 feet to a fence post found for an angle point of the herein described tract, said fence post being an angle point of the residual 1,096.705 acre L 6 Ranch, LLC tract;

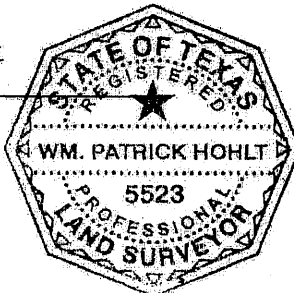
THENCE, North 36°24'46" West, with the northeast right-of-way line of Tipton Road, a distance of 1,698.18 feet to a fence post found for an angle point of the herein described tract, said fence post being an angle point of the residual 1,096.705 acre L 6 Ranch, LLC tract;

THENCE, North 36°04'36" West, with the northeast right-of-way line of Tipton Road, a distance of 701.64 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 877.94 acres of land, more or less.

A survey drawing of even date herewith accompanies this legal description.

The foregoing Fieldnote Description is based on an actual survey made under my supervision in July 2020 and is true and correct to the best of my knowledge and belief.

Wm Patrick Hohlt
Wm. Patrick Hohlt 12/01/22
Registered Professional Land Surveyor
Texas No. 5523
TXSURV Firm #100576-00



Prelim Plat GCRE

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Heidi Easley
Heidi Easley, County Clerk
Victoria County Texas

December 05, 2022 11:57:04 AM

Madison Dolezal FEE: \$144.00
RST

202212885

ORIGINAL SCANNED AND
RETURNED TO
John Johnson
DATE 12/3/2022

EXHIBIT "A"
Page 5 of 5