After recording return to:
Robert D. Burton, Esq.
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
rburton@winstead.com

HIDDEN TRAILS

COMMUNITY ENHANCEMENT COVENANT
[RESIDENTIAL]

Comal County, Texas

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COMMUNITY ENHANCEMENT COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.5* OF THE MASTER COVENANT AS FURTHER DESCRIBED BELOW.

DECLARANT: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

Cross reference to Hidden Trails Master Covenant *[Residential]*, recorded under Document No. 201706003137 in the Official Public Records of Comal County, Texas.

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS **2**
1.1 Definitions 2

ARTICLE 2 COMMUNITY ENHANCEMENT FEE **3**
2.1 Community Enhancement Fee 3
2.2 Community Activities, Services, Programs and Capital Improvements 3
2.3 Contributions to Governmental Entities and Tax Exempt Organizations 5
2.4 Community Enhancement Fee Obligations 5

ARTICLE 3 MISCELLANEOUS **9**
3.1 Breach Shall Not Permit Termination 9
3.2 Amendment 9
3.3 Enforcement 9
3.4 Inurement 9
3.5 Severability; Governing Law 10
3.6 Notices 10

HIDDEN TRAILS

COMMUNITY ENHANCEMENT COVENANT

[RESIDENTIAL]

This Community Enhancement Covenant *[Residential]* (the **"Community Covenant"**), is made by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("**Declarant**"), and is as follows:

R E C I T A L S

A. Declarant owns certain real property located in Comal County, Texas, as more particularly described on Exhibit "A", attached hereto (the "**Property**").

B. Declarant has caused to be Recorded that certain Hidden Trails Master Covenant *[Residential]*, recorded as Document No. 201706003137 in the Official Public Records of Comal County, Texas (the **"Master Covenant"**).

C. Portions of the Property may be made subject to the Master Covenant upon the Recordation of one or more Notices of Applicability pursuant to *Section 9.5* of the Master Covenant. Upon the Recordation of a Notice of Applicability in the Official Public Records of Comal County, Texas: (i) the portions of the Property described therein shall be governed by and fully subject to this Community Covenant; and (ii) the portions of the Property described therein and any additional property made subject to this Community Covenant in the future shall constitute the "Community" for the purposes set forth herein.

No portion of the Property is subject to the terms and provisions of this Community Covenant until a Notice of Applicability (as defined in *Section 9.5* of the Master Covenant) is Recorded in the Official Public Records of Comal County, Texas. A Notice of Applicability may only be Recorded by Declarant. If Declarant is not the owner of any portion of the Property then being made subject to the terms and provisions of the Master Covenant, the owner of the Property must execute the Notice of Applicability evidencing its consent to its recordation.

Property versus Community	
"Property" -	**Land described in *Exhibit "A"*. This is the land that may be made subject to this Community Covenant, from time to time, by the Recording of one or more Notices of Applicability.**
"Community" -	**This is the portion of the land described in *Exhibit "A"* that has been made subject to this Community Covenant through the Recordation of a Notice of Applicability.**

D. Upon Recordation by Declarant, and as further set forth below, this Community Covenant creates a funding structure to support interest affecting the Community through the levy and collection of a Community Enhancement Fee (as defined below).

NOW, THEREFORE, it is hereby declared that upon the Recordation of a Notice of Applicability pursuant to *Section 9.5* of the Master Covenant: (i) such portions of the Property described in the Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with such Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE 1
DEFINITIONS

1.1 Definitions. Any capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Community Covenant will have the following meanings:

(i) "Board" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

(ii) "Community Enhancement Fee" has the meaning given such term in Section 2.4 below.

(iii) "Community Investment Fund" means the account designated pursuant to this Community Covenant to receive the Community Enhancement Fee.

(iv) "Transfer" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (i) the conveyance of fee simple title to any Lot or Condominium Unit; (ii) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (iii) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited

liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Covenant.

(v) "Transfer Price" means the greater of: (i) the price paid by the Transferee for the Lot or Condominium Unit; or (ii) the value of the Lot or Condominium Unit, including any Improvements or betterments constructed thereon, as determined by the Comal County Appraisal District in their most recent valuation of such Lot or Condominium Unit for *ad valorem* tax purposes. For purposes of clause (ii) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

(vi) "Transferee" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Covenant.

(vii) "Transferor" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Community Covenant.

ARTICLE 2
COMMUNITY ENHANCEMENT FEE

2.1 Community Enhancement Fee. The Board, acting on behalf of the Association shall have the authority to levy and collect the Community Enhancement Fee, as further set forth below

2.2 Community Activities, Services, Programs and Capital Improvements. Through the collection and administration of the Community Enhancement Fee, the Board may organize, fund, and administer such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate to serve as a means to: (i) enhance and promote the advancement of the Community and the Property; (ii) encourage, support and fund Community or Community-related programs, activities, services, interests or construction of Improvements or other infrastructure benefiting the Property or the Community; (iii) fund the provision of electronic access to Community documents and documents pertaining to the Property; and (iv) fund educational, charitable, social, cultural, recreational, political, physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to

the Community and the Property. Such activities, capital Improvements or other infrastructure, services, and programs may include, but are not limited to, the following:

(i) primary and adult formal or informal education programs;

(ii) training and orientation programs;

(iii) learning centers, computer centers, activity centers and/or business centers;

(iv) coordinated activities and recreational and social programs (*e.g.*, book clubs, hikes, cooking classes, scavenger hunts, etc.);

(v) environmental programs (*e.g.*, community-wide recycling, community gardens, etc.);

(vi) activities designed to promote compliance with community regulations through education, communication, and grass roots support;

(vii) promotional and public relations activities on behalf of the Community;

(viii) cultural, artistic, environmental, and wellness programs;

(ix) community services for the benefit of the Community's residents (*e.g.*, caretaker services, childcare, personal shopping services, etc.);

(x) developing, hosting or maintaining Community internet or intranet sites;

(xi) community-wide audio, video and technology;

(xii) charter clubs and other volunteer organizations and activities;

(xiii) capital Improvements consisting of charitable, educational, cultural, social, recreational, environmental, political, physical fitness and/or wellness facilities or other infrastructure.; and

(xiv) other services, activities, and programs which enhance the sense of community within the Development.

Nothing in this Section shall be construed as a representation by Declarant, the Board or the Association to what, if any, activities, services, or programs shall be provided.

2.3 Contributions to Governmental Entities and Tax Exempt Organizations. On behalf of the Association, the Board may contribute money, real or personal property, or services to any Governmental Entity or any non-profit, tax-exempt organization, the operation of which confers some benefit upon the Community, the Association, its members, or residents. The Board may also approve additional funds to be contributed to any reserves established by the Association for the benefit of the Community, the Association, its members or residents. Any funds contributed to such Governmental Entity, tax exempt organization or the Associations reserves may be paid from the Community Investment Fund. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

2.4 Community Enhancement Fee Obligations. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property:

2.4.1 Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Community, the Transferee thereof shall be obligated to pay a "**Community Enhancement Fee**" to the Association equal to the Transfer Price multiplied by one fourth of one percent (0.25%), unless the Transfer in question is excluded under this Community Covenant. The Community Enhancement Fee is neither imposed as a penalty nor a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

2.4.2 Liability for the Community Enhancement Fee. If the Transferee does not pay the Community Enhancement Fee as required by this Section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with *Article 5* of the Master Covenant.

2.4.3 Deposit of Community Enhancement Fee Into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements

schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

2.4.4 Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor or Transferee shall provide a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any owner, Transferor, or Transferee which are reasonably related to the payment of the Community Enhancement Fee.

2.4.5 Disbursements. Upon Majority vote, the Board may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Community Covenant or to pay costs to administer this Community Covenant and the Community Investment Fund.

2.4.6 Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under *Article 5* of the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in *Article 5* of the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in questions; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds

on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Community Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records for Comal County, Texas. If the debt is cured after a notice has been recorded, the Association shall record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other Assessment liens as further set forth in *Article 5* of the Master Covenant.

2.4.7 Reporting on Exclusions from Community Enhancement Fee. In the event that a Transferee or Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Enhancement Fee under this section, the Transferee or Transferor shall provide written notice (the "**Notice**") to the Board within five (5) days prior to the Transfer in question, explaining the Transfer and the reason such Transfer should be excluded. If, after review of the Notice, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, the Board shall notify the party providing the Notice of its obligation to pay the Community Enhancement Fee to the Association. Prior to its decision on any Notice, the Board may request additional information or clarification from the party submitting such Notice, and such party shall promptly provide the Board with such additional information.

2.4.8 Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Enhancement Fee:

(i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city and county, municipality, district or other political subdivision of such states;

(ii) Transfer to the Association. Any Transfer to the Association created pursuant to the Master Covenant, or its respective successors or assignees;

(iii) Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees;

(iv) Transfer from Declarant. Unless waived in writing by Declarant, any Transfer from or by Declarant or its successor, assignee or affiliate;

(v) Transfer to Homebuilder/Development Owner. Any Transfer from Declarant, or its successor, assignee or affiliate, to a Homebuilder or a Development Owner. For purposes of this subparagraph, **"Homebuilder"** means any Owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party, and **"Development Owner"** means any Owner who acquires a Lot for the purpose of resale to a Homebuilder.

(vi) Transfer to Initial Homeowner. Any Transfer to an Initial Homeowner. For the purposes of this subparagraph, "**Initial Homeowner**" means the first Owner that acquires a Lot or Condominium Unit with a completed residence from a Homebuilder or Developer and that is not in the business of constructing single-family residences for resale to third parties.

(vii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

(viii) Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

(ix) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;

(x) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding;

(xi) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is

security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a "**Holding Company**"), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company;

(xiii) Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; and

(xiv) Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

ARTICLE 3
MISCELLANEOUS

3.1 Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Community Covenant shall entitle Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Community Covenant.

3.2 Amendment. This Community Covenant may be amended: (i) unilaterally by the Declarant during the Development Period; or (ii) the Majority vote by the Board and the Declarant during the Development Period.

3.3 Enforcement. The Association or Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Community Covenant.

3.4 Inurement. This Community Covenant and the restrictions created hereby are binding upon the Owners of all or any portion of the Property.

3.5 **Severability; Governing Law.** The provisions of this Community Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Community Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Community Covenant is performable in Comal County, Texas.

3.6 **Notices.** Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Community Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: _____
Name: David Grove
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me this 20th day of December, 2016 by David Grove, Vice President of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Dorothy Renese Collier
Notary Public Signature

DOROTHY RENESE COLLIER
Notary Public, State of Texas
My Commission Expires
May 13, 2017

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF PROPERTY

A 753.635 acre, or 32,828,345 square feet more or less, comprised of a 93.314 acre remainder of that called 105.5 acres described in deed recorded in Document 201106044734 of the Official Public Records of Coma! County, Texas, that 9.621 acre tract described in deed recorded in Document 201406043026, and 650.700 acres, said 650.700 acres being all of that called 497.9 acre tract recorded in Document 201106044734 and that called 152.8 acre tract recorded in Document 2011-060-44736- both of the Official Public Records of Comal County, Texas. Said 753.635 acres comprised of 102.935 acres out of the John Kaderli Survey 449, Abstract 308, 391.500 acres out of the D. Lewis Survey 347, Abstract 367, 2.328 acres out of the D. Lewis Survey 342, Abstract 366, 4.365 acres out of the E. Foerster Survey 850, Abstract 879, 227.845 acres out of the M. Jamison Survey 697, Abstract 298, and 24.662 acres out of the *J.* Ryland Survey 438, Abstract 50, all in Corral County, Texas, said surveys not retraced, acreages recited approximate. Said 753.635 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1.983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING At a found ½" iron rod at the southwest corner of that 21.000 acre tract described in deed to Jerry and Vikki Pettit recorded in Document 201106044734 on the east line of Stahl Lane, a variable with public right-of-way by use, being the northwest corner of that 107.112 acre tract described in deed to Helena Kleck Vivian in document 199806028689 of the Official Public Records of Coma! County, Texas;

THENCE: N 24°45'08" W, with the west line of said 21.000 acre tract and east line of Stahl Lane a distance of 87.99 feet to a found ½" iron rod at the northwest corner of said 21.000 acre tract and the southwest corner of said 105.5 acre tract and POINT OF BEGINNING of the herein described tract;

THENCE: Continuing with the west line of said 105.5 acre tract and east line of Stahl Lane the following bearings and distances: N 25°04'06" W, a distance of 58.87 feet to a found iron rod with cap stamped "Pate"; N 00°47'12" W, a distance of 1019.44 feet to a set IA" iron rod with cap stamped "Pape-Dawson" at the southwest corner of a 7.600 acre tract described in deed to Daniel and Lydia Konstanki recorded in Document 200806017748 of the Official Public Records of Comal County, Texas;

THENCE: Departing said right-of-way and over and across sai.d 105.5 acre tract with the perimeter of said 7.600 acre tract and a 2.500 acre tract also described in said Document 200806017748, both out of said 105.5 acre tract, the following bearings and distances:

S 88°50'38" Ii, a distance of 1643.94 feet to a found iron rod with cap marked "Pate" at the southeast corner of said 7.600 acre tract and on the southwest line of said 2.500 acre tract;

S 32°00'04" E, a distance of 145.22 feet to a found iron rod with cap marked 'Pate" at the south corner of said 2.500 acre tract;

N 57'59'56" B, a distance of 275.00 feet to a found iron rod with cap marked "Pate" at the east corner of said 2,500 acre tract;

N 32'00'04" W, a distance of 396.00 feet to a found iron rod with cap marked "Pate" at the north corner of said 2.500 acre tract;

S 57°59'56" W, a distance of 275.00 feet to a found iron rod with cap marktxl. "Pate" at the west corner of said 2.500 acre tract and northeast corner of said 7.600 acre tract;

THENCE: N 88°50'38" W, a distance of 1508.56 feet to a set *'lz"* iron rod with cap marked "Pape-Dawson" on the aforementioned cast right-of-way line of Stahl Lane at the northwest corner of said 7.600 acre tract;

THENCE N 01609'20" E, with the east right-of-way of Stahl Land and west line of said 105.5 acre tract a distance of 425.57 feet to a found iron rod with cap marked "Pate" at the southwest corner of Lot 1 of the Bartlett's Paradise Valley subdivision recorded in Volume 10, Page 174 of the Map Records of Camel County, Texas, an angle of said 105.5 acre tract, and also the southwest corner of a 2,889 acre tract described in deed recorded in Document 201106044734 and being also the southwest corner or tract I of said Document, from which a found 'A" iron rod bears S 88°50' W, 1.1 feet;

THENCE: S 88°47'33" E, with the south line of said Lot 1 and a line of said 105.5 acre tract, a distance of 1017.83 feet to a set Y2" iron rod with cap marked "Pape-Dawson" at the northwest corner of a 1.2775 acre tract, said 1.2775 acre tract being part of that 1.9897 acres out of said 105.5 acre tract conveyed to Andrew Dudzikowski and wife Sara Dudzikowski in deed recorded in Document 201506001289 of the Official Public Records of Carnal County, Texas;

THENCE: S 00°00'00" E, departing said line and over and across said 105.5 acre tract with the line of said 1.2775 acre tract a distance of 225.27 feet to a V·." iron rod with cap marked "Pape-Dawson" set for the southwest corner of said 1.2775 acre tract,

THENCE: N 90*00'00" E, at a distance of 65.0 teat passing a found iron rod with cap stamped "Pate" at the southwest corner of that 2,066 acre tract recorded in Document 200906(135493 of the Official Public Records of Coral County, and continuing 225.0 feet to a found iron rod with cap marked "Pate" at the southeast corner of said 2.066 acre: tract, and continuing 75.2 feet, for a total distance of 365.16 feet, to a ½" iron rod with cap marked `Tape-Dawson" set for the southeast corner of said 1.2775 acre tract;

THENCE: N 00°00'00" E, at a distance of 251.7 feet passing a found 16" iron rod at the northeast corner of said 1.2775 tract, and being the east corner of the aforementioned Lot 1, and being the south corner of a 0.3546 acre tract also conveyed in said deed recorded in Document 201406001289, and continuing 162.9 feet for a total distance of 414.57 feet to a ½" iron rod with cap marked "Pape-Dawson at the northeast corner of said 0.3546 acre tract;

THENCE: N 90°00'00" W, at a distance of 189.6 feet passing a found ½" iron rod at the northwest corner of said 0.3546 acre tract at the north corner of said Lot 1 and the northeast corner of a 0.3576 acre tract also conveyed in said deed recorded in. Document 201406001289,

and continuing 1753 feet for a total distance of 365.16 feet to a ½" iron rod with cap marked "Pape-Dawson" set for the northwest corner of said 0.3576 acre tract;

THENCE: S 00°00'00" E, a distance of 129.29 feet to a'/z" iron rod with cap marked "Pape-Dawson", set for the southwest corner of said 0.3576 acre tract on the north line of said Lot 1, and a line of said 105,5 acre tract;

THENCE: N 88'47'33" W, with said north line of said Lot 1, a distance of 1016.62 feet to a Found iron rod with cap marked "Pate" at the- northwest corner of said Lot 1 on the aforementioned east right-of-way line of Stahl Lane;

THENCE: With said east line of said Stahl Lane and west line of said 105.5 acre tract the following bearings and distances:

N 01'09'20" F., a distance of 289.12 feet to a set mag nail with cap stamped "Pape-Dawson";

N 41°05'30" 1, a distance of 228.89 feet to a found 5/8" iron rod at the northwest corner of said 105.5 acre tract;

THENCE: S 61°25'14" E, departing the east line of Stahl Lane with a north line of said 105.5 acre tract a distance of 553.70 feet to a found 5/8" iron rod for an angle of said 105_5 acre tract;

THENCE: N 42°50'21" E, with a north line of said 105.5 acre tract a distance of 459.84 feet to a found 5/8" non rod for an angle of said 105.5 acre tract on a south line of that 21.0 acre tract described in deed to Peter J. Almquist recorded in document. 2005- 060-33008 of the Official Public Records of Comal County, Texas;

THENCE: S 63'31'11" E, with said south line of said 21.0 acre Almquist tract and north line of said 105.5 acre tract a distance of 251.29 feet to a set mag, nail with cap stamped -Pape-Dawson";

THENCE: N 89°42'10" F,, continuing with said south line of said 21.0 acre Almquist tract and north line of said 105.5 acre tract a distance of 1152.72 feet to a found '4" iron rod at an angle of that 36.513 acre tract described in deed to Randy Harris recorded in document 2002-060-03624 of the Official Public Records of Corral County, Texas for the northeast corner of said 105.5 acre tract;

THENCE: S 00°16'02" E, with a west line of said 36.513 acre tract and east line of said 105.5 acre tract a distance of 814.59 feet to a set '1/2" iron rod with cap stamped "Pape-Dawson" at the southwest corner of said 36.513 acre tract and northwest corner of that 3.814 acre tract described in deed to Randy Harris recorded in document 2003-060-31386 of the Official Public Records of Comal County, Texas;

THENCE: S 04°08'30" E, with an east line of said 105.5 acre tract and west line of said 3.814 acre tract a distance of 183.30 feet to a set 'A" iron rod with cap marked "Pape-Dawson" for an angle of said 105.5 acre tract;

THENCE; S 33°50'35" E, a distance of 658.91 feet to a found snag nail at the south corner of said 3,814 acre tract and on a west line of the aforementioned 36.513 acre Harris tract for an angle of said 105.5 acre tract";

THENCE: S 00°27'06" B, with an east line of said 105.5 acre tract and a west line of said 36.513 acre tract a distance of 41.96 feet to a found 'A" iron rod at the southeast corner of said 105,5 acre tract, also the northeast corner of the aforementioned 21.00 acre tract and a northwest corner of the 497.9 acre tract and also a southwest corner of said 36.513 acre tract, said point being the southeast corner of the 95.303 acre West portion and northwest corner of the 650.700 acre East portion of the herein descried tract;

THENCE: With the north line of said 497.9 acre tract and south line of said 36.513 acre tract the following bearings and distances:

N 81°05'07" E, a distance of 156.64 feet to a found 3/8" iron rod;

N 70°31'51" E, a distance of 417.66 feet to a set '4" iron rod with cap stamped "Pape-Dawson";

N 78°48'19" E, a distance of 845.50 feet to a 12" cedar fencepost;

S 84°38'48" F,, a distance of 185.92 feet to a 12" cedar fencepost;

N 82°1021" E, a distance of 469.93 feet to a 12" cedar fencepost;

N 08'08'50" W, a distance of 120.59 feet to a found iron rod with cap stamped "MDS" at an angle of said 497.9 acre tract and a southwest corner of that 31.89 acre tract described in deed to Keith L. and Donna Gibbons Markey recorded in document 2003-060-00632 of the Official Public Records of Comal County, Texas;

THENCE: N 77°55'40" E, with a south line of said 31.89 acre tract, at a distance of 353.6 feet passing the southwest corner of that 49.35 acre tract described in deed to John and Janet Best recorded in document 1998-060-12293 of the Official Public Records of Carnal County, Texas and continuing for a total distance of 2075_57 feet to a set '/2" iron rod with cap stamped "Pape-Dawson" at a fence post;

THENCE: N 77°53'24" E, with a south line of said 49.35 acre tract and a north line of said 497.9 acre tract a distance of 335.31 feet to a set 'A" iron rod with cap stamped "Pape-Dawson." at a fence post;

THENCE; N 02°12'03" W, with an east line of said 49.35 acre tract and a west line of said 497.9 acre tract a distance of 30.23 feet to a set 'A" iron rod with cap stamped "Pape-Dawson" at a fence post for an angle of said 497.9 acre tract and said 152.8 acre tract;

THENCE: N 00°38'10" W, continuing with an east. line of said 49.35 acre tract an a west line of said 152.8 acre tract a distance of 773.12 feet to a found 3/8" iron rod at a northwest corner of said 152.8 acre tract and a northeast corner of said 49.35 acre tract on the south line of the Stoney Ridge Unit 1 subdivision recorded in Volume 5, Page 300-301 of the Map Records of Comal County;

THENCE: With the south line of said Stoney Ridge Unit 1 and north line of said 152.8 acre tract the following bearings and distances:

N 73°2759" B, a distance of 259.74 feet to a set mag nail with cap stamped "Pape-Dawson";

N 75'08'34" E, a distance of 140.31 feet to a found 60d nail;

N 77°39'29" E, a distance of 183.22 feet to a found ½" iron rod;

N 77°44'46" E, a distance of 652.25 feet to a found l/2" iron rod;

N 77°23'23" E, a distance of 660.99 feet to a 21" Oak Tree at the northernmost corner of said 152.8 acre tract and an angle in the rear line of Lot 31 of said Stoney Ridge Unit 1 subdivision;

THENCE; S 60°46'0.1" E, a distance of 234.35 feet to a found Y" iron rod at the south corner of Lot 32 of said Stoney Ridge Unit 1 and the west corner of that 34 acre tract described in deed to Robert and Gerd Nash recorded in document 1998-06017120 of the Official Public Records of Comal County, Texas;

THENCE; with the southwest line of said 34 acre tract and northeast line of said 152 acre tract the following bearings and distances:

S 60'00'13" E, a distance of 228.96 feet to a set mag nail with cap stamped "Pape-Dawson";

S 59°49'13" E, a distance of 259.70 feet to a set mag nail with cap stamped "Pape-Dawson";

S 60'19'13" E, a distance of 1290.70 feet to a found W iron rod at the south corner of said 34 acre tract and west corner of Lot 1 of the aforementioned Stoney Ridge Unit 1 subdivision;

THENCE: With the southwest line of said Lot 1 and northeast line of said 152.8 acre tract the following bearings and distances:

S 60°41'39" E, a distance of 118.25 feet to a set ½" iron rod with cap stamped "Pape-Dawson";

THENCE; S 56'18'14" E, a distance of 73.59 feet to a 20" Oak tree;

THENCE: S 51°37'14" E, a distance of 128.82 feet to a set W' iron rod with cap stamped "Pape-Dawson" at the south corner of said Lot 1 and east corner of said 152.8 acre tract on the northwest line of Smithson Valley Road, a variable width right-of-way by use;

THENCE: With the southeast line of said 152.8 acre tract and northwest line of said Smithson Valley Road the following bearings and distances:

S 48°56'17" W, a distance of 560.41 feet to a set ½" iron rod with cap stamped 'Pape-Dawson";

S 62°29'05" W, a distance of 860.18 feet to a found 3/8' iron rod;
S 26°38'34" W, a distance of 135.92 feet to a found 3/8" iron rod;

S 26°47'59" W, a distance of 1095.99 feet to a found 3/8" iron rod at the south corner of said 152.8 acre tract and the east corner of the 497.9 acre tract;

THENCE: Continuing with the northwest line of said Smithson Valley Road and the southeast line of said 497.9 acre tract the following bearings and distances:

S 27°12'59" W, a distance of 433.97 feet to a. set ½" iron rod with cap stamped "Pape-Dawson";

S 34'37'54" W, a distance of 1343.29 feet to an 18" Oak Tree;

S 32°06'54" W, a distance of 620.34 feet to a set ½" iron rod with cap stamped "Pape-Dawson";

S 51'47'54" W, a distance of 148.66 feet to a found 'A" iron rod at a southeast corner of said 479.9 acre tract;

N 87°55'17" W, a distance of 37.56 feet to a set ½" iron rod with cap stamped "Pape-Dawson" at the east corner of Lot 3455 of the Oak Village North Unit 2 subdivision recorded in Volume 3, Page 22-23 of the Map Records of Comal County, Texas;

THENCE: Departing said right-of-way and with the line of said Oak Village North Unit 2 the following bearings and distances:

N 88°17'24" W, a distance of 647.70 feet to a set ½" iron rod with cap stamped "Pape-Dawson" at a fence corner;

S 85"30'36" W, a distance of 177.80 feet to a found ½" iron rod;

S 85°56'36" W, a distance of 754.84 feet to a found ½" iron rod;

S 86⁰0536" W, a distance of 598.24 feet to a chain-link fence post;

S 01°43'16" E, a distance of 668.03 feet to a set ½" iron rod with cap stamped "Pape-Dawson" at a fence corner;

N 89°57'31" W, a distance of 162.88 feet to a found ½" iron rod; S 89°59'56" W, a distance of 561.01 feet to a found ½" iron rod;

S 89°43'57" W, a distance of 1293.10 feet to a found 3/8" iron rod

S 89°43'57" W, a distance of 135.22 feet to a set /2" iron rod with cap marked "Tape-Dawson";

THENCE: S 89°20'24" W, a distance of 295.35 feet to a found 3/8" iron rod at a northwest corner of said Oak Village North Unit 2 and the northeast corner of Lot 2 of the McOuffin subdivision recorded in Volume 11, Page 248 of the Map Records of Comal County, Texas;

THENCE: S 89°51'0W' W, with the north line of said Lot 2 a distance of 396.99 feet to a 36" Oak Tree at the southwest corner of said 497.9 acre tract at the southeast corner of that 20.000 acre tract described in deed to Bradley and Jessica Moore in document 2009-060-13746 of the Official Public Records of Coma! County, Texas;

THENCE; N 00°29'58" W, with a west line of said 497.9 acre tract and east line of said 20.000 acre tract a distance of 737.25 feet to a found '1/2" iron rod at the northeast corner of said 20.000 acre tract and southeast corner of that 11.706 acre tract described in deed to Barbara Ancira Ruebenson recorded in document 2007-06020345 of the Official Public Records of Comal County, Texas;

THENCE: N 00°28'36" W, with a west line of said 497.9 acre tract and east line of said 11.706 acre tract and continuing with the east line of that 20,136 acre tract described in deed to Samuel and Claudia Rizzo in deed recorded in document 2007-060-47217 of the Official Public Records of Comal County, Texas, at 1470.63 feet passing a found iron rod with cap stamped "Baker" at the northeast corner of said 20.136 acre tract and

continuing with the cast tine of the aforementioned 107.112 acre tract to Helena Kieck Vivian a distance of 2265.79 feet to a found `/2" iron rod at the northeast corner of said 107.112 acre tract and southeast corner of the aforementioned 21.000 acre tract, being also the southeast corner of said 9.621 acre tract;

THENCE: Over and across said 21.000 acre tract with the line of said 9.621 acre tract the following bearings and distances:

S 89°49'33" W, with the south line of said 21.00 acre tract, a distance of 167.55 feet to a found iron rod with cap marked "Pate" at the southeast corner of a 1.338 acre tract out of said 21.000 acre tract, said 1.338 acre tract conveyed to Jerry and Vikki Pettit in deed recorded in Document 201006018502 of the Official Public Records of Comal County, Texas;

N l0"20'15" W, with the east line of said 1.338 acre tract, a distance of 206.52 feet to a found iron rod with cap marked 'Pate" at the northeast earner of said 1,338 acre tract;

N 8741'01" W, a distance of 364.16 feet to a V2" iron rod with cap marked "Pape-Dawson" set for an angle of said 9.621 acre tract;

N 68°32'37" W, a distance of 831.58 feet to a found ½" Iran rod at an angle of said 21.000 acre tract;

THENCE: S 07°33'29" W, with the line of said 21.000 acre tract a distance of 173.03 feet, to a found W' iron rod;

THENCE; S 17°01'49" W, with the line of said 21.000 acre tract a distance of 286.83 feet to a found 'A" iron rod;

THENCE: S 89'49'06" W, with the line of said 21.000 acre tract a distance of 1249.82 feet to the POINT OF BEGINNING and containing 753.635 acres in Corral County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8547-00 by Pape. Dawson. Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 8, 3014, September 9, 3014, September 17, 2014, September 18, 2014, December 22, 2014, January 13, 2015.
JOB NO. 8547-00
DOC. ID:N:\CIVIL\8547-00\Word\8547-00 633 4 8 Ranch Overall.docx
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