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DECLARATION/DESIGNATION

Grantor: NEW TERRITORY INVESTMENTS LTD

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Christine C. Leftwich
County Clerk
Hood County, Texas



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NEW TERRITORY INVESTMENTS LTD



DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
FOR
SHILOH VISTA RANCH SUBDIVISION

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

Be it known that New Territory Investments, LTD, a Texas Domestic Limited Partnership (“Declarant”), for the purpose of attaching these restrictions, easements, covenants, conditions, charges and liens, and reservations upon the Tracts, does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following restrictions, conditions and use limitations upon the Tracts (“Restrictions”).

WITNESSETH:

WHEREAS Declarant is the Owner of that certain parcel of land located in Hood County, Texas, known as Shiloh Vista Ranch Subdivision, containing 209.241 acres as more fully described by metes and bounds on the attached Exhibit “A” and for informational purposes only, identified by proposed tracts on the access easement survey attached as Exhibit “B”, hereinafter referred to as “Subdivision;” and

WHEREAS it is the intention and objective of the Declarant, who is the Developer, to impose Restrictions on the Subdivision. These Restrictions aim to establish a uniform development plan, prevent nuisances, protect the value of the Subdivision, maintain the community's desired character, recreational, residential uses, and to encourage noncommercial agricultural uses, and preserve this uniform plan for the benefit of both current and future Owners of the Tracts within the Subdivision. Additionally, these Restrictions seek to promote the health, safety, and welfare of the Subdivision's residents;

NOW, THEREFORE, the Declarant hereby adopts, establishes, and imposes the following Restrictions on the Subdivision. These Restrictions are intended to enhance and protect the value, desirability, and attractiveness of the Subdivision and shall run with the land, benefiting each Owner and their invitees:

**Article I.
DEFINITIONS**

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

Section 1.01. ASSOCIATION: “Association” means and refers to Shiloh Vista Ranch Property Owners’ Association, Inc. and its successors and assigns.

Section 1.02. AUXILIARY STRUCTURE: “Auxiliary Structure” means a building of any type other than a Residential Dwelling that is constructed or placed on a Tract, whether or not it is affixed to the land, including but not limited to a garage, barn, storage building, greenhouse, and other building constructed or placed on any part of a Tract. Living quarters may be included in an Auxiliary Structure which is built in place on the Tract, but such structure is not considered a Residential Dwelling for the

purpose of these Restrictions unless said structure meets all criteria for a Residential Dwelling. An Auxiliary Structure shall be built or placed no closer than the rear most building line of a Residential Dwelling.

Section 1.03. COMMON AREA: "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Developer (prior to the Control Transfer Date) or the Association and its successors and assigns for the common use and enjoyment of the Members including, but not limited to, entrance gate, mailbox clusters, easements and the road Shilo Vista Ln., together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members. The Association is responsible for the maintenance and repair of the Common Area.

Section 1.04. COMMON AREA EXPENSE: "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, casualty and liability insurance, directors and officer's liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include, but are not limited to (a) the cost of repair and maintenance of the road easement for Shilo Vista Ln., (b) mowing of the Common Area, (c) Common Area maintenance and replacement of landscaping, (d) maintenance, repair and replacement of any Common Area (e) maintenance of any drainage facilities, and (f) as well as such other expense and capital enhancements as may be determined by the Board of Directors of the Association to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

Section 1.05. CONTROL TRANSFER DATE: The "Control Transfer Date" shall mean the earlier date of 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Area; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth herein. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the Tracts that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

Section 1.06. DECLARANT/DEVELOPER: "Declarant" or "Developer" means New Territory Investments, LTD, a Texas Domestic Limited Partnership, its successors or assigns.

Section 1.07. MANUFACTURED HOME: "Manufactured Home" means a mobile home, manufactured home, modular home, or other similar structure that is not a site-built residence permanently affixed to the land.

Section 1.08. OWNER or TRACT OWNER: "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Tract(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.09. RESIDENTIAL DWELLING: "Residential Dwelling" means the primary residential structure on a Tract for single-family residential use meeting the minimum square footage requirements as described in Section 2.02.

Section 1.10. ROADS: "Roads" or "Road" means property, or any road located within the Subdivision, which has been dedicated for the purpose of ingress and egress by a Non Exclusive Access Easement ("Road Easement") filed of record with the Hood County Clerk, said road to be named Shilo Vista Ln. Maintenance of the Roads in the Subdivision shall be sole the responsibility of the Shiloh Vista Ranch Property Owners' Association, Inc.

Section 1.11. TRACT: "Tract" means the 14 individual tracts of land or tracts sold by the Developer from the 209.241 acres described above. In the event any Tract is subdivided as allowed in accordance with these Restrictions, the resulting parcel(s) shall then each also be referred to as a Tract.

Article II. USE RESTRICTIONS

Section 2.01. QUANTITY & STYLE: Only one Residential Dwelling is allowed for every five (5) acres, with a maximum of two (2) Residential Dwellings per Tract. In addition to an allowed Residential Dwelling, a reasonable number of Auxiliary Structures is permitted; however, only one such Auxiliary Structure may contain and utilize living quarters on each Tract. (Examples of Auxiliary Structures that may contain and utilize living quarters include garage apartments, barns with living quarters, and guest house.) Additionally:

- (a) Residential Dwellings and any Auxiliary Structure with living quarters shall be built of materials and by practices considered reasonably standard and acceptable to the area and shall be built in place.
- (b) Residential Dwellings shall have an exterior consisting of at least twenty five percent (25%) brick or stone (except for dwellings constructed with an exterior of solid log construction shall not have the twenty five percent (25%) requirement). The use of these materials may be exclusively on the lower portion of the structure. The use of vinyl siding is prohibited. The Association or the Developer (prior to the Control Transfer Date) may authorize the use of other materials on a case-by-case basis. Barns and other Auxiliary Structures may be constructed of metal or the aforementioned materials.
- (c) Any Auxiliary Structure placed on a Tract must be harmonious in style and appearance to the Residential Dwelling.
- (d) Building permits shall be obtained for each structure if mandated by local government requirements.
- (e) An Auxiliary Structure containing living quarters must have a total square footage of 1,000 square feet with a minimum of 600 square feet of heated living area exclusive of open porches, breezeways, carports, and garages.
- (f) If a second Residential Dwelling is constructed on a Tract per the one Residential Dwelling per five (5) acre allotment herein, the second Residential Dwelling shall be built on the rear one half of the Tract if the first Residential Dwelling was built on the front half of the Tract.
- (g) A storage building may be placed on a tract prior to the Residential Dwelling being constructed if said storage building is placed on the rear one-half (½) portion of the Tract.

(h) Nothing may be constructed and/or erected which exceeds forty feet (40') in height.

Nothing in this provision prohibits an Owner from using the Tract for agricultural purposes as set forth in Section 2.09.

Section 2.02. MINIMUM SQUARE FOOTAGE: Each Residential Dwelling shall contain not less than 1,500 square feet of heated living area, exclusive of open porches, breezeways, carports, and garages.

Section 2.03. MINING: No Owner shall be allowed to permit on their behalf any rock harvesting, quarrying, mining of any kind in, on or under any Tract except for the personal use by the Owner of a Tract for improvements on the Tract from which the rock or gravel is excavated.

Section 2.04. CONSTRUCTION MATERIALS: All Improvements must be built with new construction materials and must be built in place on the Tract unless otherwise authorized herein.

Section 2.05. COMPLETION OF CONSTRUCTION: Upon start of construction, the exterior of any main residence must be completed within eighteen (18) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

Section 2.06. NO MOBILE HOMES, MANUFACTURED HOMES OR MODULAR CABINS: Mobile homes, manufactured homes, modular homes or similar structures are prohibited on a Tract.

Section 2.07. TEMPORARY STRUCTURES, CAMPING & USE OF RVs: No temporary structures, including trailers, motor homes, recreational vehicles, tents, basements, shacks, garages, barns, or other outbuildings, may be used or maintained as residences on any Tract, whether temporarily or permanently. However, camping is permitted on a Tract for up to six (6) weeks per calendar year. Any camping facilities (e.g., tents, camping trailers, RVs) must be located at least one hundred feet (100') from any property line adjoining another Tract and at least three hundred feet (300') from any property line fronting any Road. Camping trailers, RVs, etc., shall not be left on the Tract except during the six-week period provided for herein unless contained within a fully enclosed building or parked behind a Residential Dwelling in a neat and orderly fashion.

Section 2.08. MAINTENANCE: It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Tract which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Tract Owner will be responsible for the maintenance, repair and upkeep of their respective Tracts and any and all Residential Dwellings, Auxiliary Structures, buildings, and improvements thereon.

Section 2.09. BUSINESS & COMMERCIAL USE: No Tract may be used for commercial use. Agricultural and ranching operations shall not be considered a commercial use, trade or business for the purposes of these Restrictions; provided that no commercial feed lots, commercial bird operations, racing or betting operations, or similar commercial enterprises shall occur on a Tract. Agricultural and ranching operations must be typical for the area and quality agri-management practices must be utilized.

Section 2.10. INCIDENTAL BUSINESS USE: No trade or business may be conducted in or from any Tract, except such use within a Residential Dwelling or Auxiliary Structure (or another suitable building as appropriate for the purposes of this paragraph, and any such Residential Dwelling or Auxiliary Structure or suitable building shall be referred to collectively as “Building” for the purposes of this Section) where:

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

Section 2.11. SWINE: No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said Tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least one hundred fifty feet (150’) from any property line joining another Tract(s) and at least two hundred feet (200’) from any property line fronting any Road.

Section 2.12. NUMBER & TYPE OF ANIMALS: The number and type of animals kept on each Tract must be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding Tracts and so as not to endanger the condition of each Tract by overgrazing. The minimum number of animals required to meet the degree and intensity for an Agricultural Use property tax appraisal exemption is acceptable and would not be considered overgrazing.

Section 2.13. LOCATION OF ANIMALS: All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the Tract.

Section 2.14. CANINES: A maximum of one outside dog per two and a half (2.5) acres shall be allowed to be kept on each Tract.

Section 2.15. SIGNS: No sign, billboard, or advertising device may be displayed on any Tract which is within the public's view except the following:

- (a) Signs advertising a Tract for sale or rent provided that it does not exceed five (5) square feet in size.
- (b) Signs used for the initial development, construction and/or sale of the Tracts by the Declarant or by a builder.
- (c) A reasonable number of typical small, four (4) square feet or less, "no trespassing" signs.
- (d) One typical, four (4) square feet or less sign indicating the address of the Tract.
- (e) Political signs for a political candidate or ballot item for election, as set forth in the Texas Election Code §259.002, may be displayed on a Tract but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed eleven (11) days after the election. The sign must be ground mounted, 2'x 3' in size and a Tract Owner may only display one sign for each candidate or ballot item.

Section 2.16. JUNK: Two or more vehicles (which shall include trailers), in disrepair placed on any Tract for more than two (2) weeks shall constitute a junk yard, and is hereby prohibited, unless said vehicles are kept in a completely enclosed structure. Any vehicle not possessing a current license plate and/or inspection sticker, or which is not in drivable condition, shall be considered in disrepair.

Section 2.17. STORAGE: Materials or equipment of any kind stored outside on any Tract shall be arranged in an orderly manner on the rear one half (1/2) of the Tract and no closer than fifty feet (50') from any property line that joins another Tract(s).

Section 2.18. NUISANCE: No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, safety concern involving an unreasonable risk, or other nuisance to other owners in the Subdivision. No portion of the Tract(s) shall be used, in whole or in part, in a way that creates a nuisance. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. In addition:

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

Section 2.19. GARAGE SALES: One garage sale, attic sale, estate sale, moving sale, or yard sale (or any similar vending of merchandise) will be allowed once per year on each Tract.

Section 2.20. SUBDIVIDING: No Tract may be subdivided by an Owner that would create a tract of land smaller than 10.01 acres. Declarant reserves the right to combine tracts, subdivide and re-subdivide Tracts, without Owner approval, for so long as Declarant owns any portion of the Tract(s).

Section 2.21. WATER WELLS: Water wells shall be drilled, completed and/or equipped to produce within the maximum allowed well production specifications and spacing requirements as set forth by the Upper Trinity Groundwater Conservation District. The requirements of the Upper Trinity Groundwater Conservation District can be found at <https://uppertrinitygcd.com/rules/>. All wells must be classified as a domestic well for residential or non-commercial livestock use and comply with all State laws, Upper Trinity Groundwater Conservation District rules and regulations, any greater requirements of the TCEQ or Hood County, Texas. Declarant shall have no responsibility nor liability for the sufficiency and/or capacity of any water source including any existing water wells. No amount of groundwater may be withdrawn from a well on a Tract that would substantially deplete the groundwater on any other Tract. As the groundwater originating on each Tract is primarily intended for use on said Tract, no more than an incidental amount of groundwater may be removed beyond the perimeter of each Tract.

Section 2.22. SANITARY CONTROL EASEMENTS: Sanitary control easements must be maintained by the Owner of each Tract around any water wells in compliance with Texas Commission on Environmental Quality ("TCEQ") Standards. Water wells must be placed in accordance with State law, any Groundwater Conservation District, regulations, and any greater requirements of the TCEQ. An Owner must adhere to the requirements of any applicable water district or county for water wells and septic systems.

Section 2.23. SEWAGE: No outdoor toilets shall be erected on any Tract (other than for temporary construction use not to exceed six (6) months and may be extended in two (2) month increments for ongoing Residential Dwelling construction). A private sewage system shall be installed prior to the habitation of any structure on a Tract. An Owner shall comply with all requirements of the applicable county and the TCEQ before installing a private sewage system and for so long as one (1) is operated.

Section 2.24. ACCESS TO OTHER TRACTS: Tracts shall not be used to access any adjoining property not located within the Subdivision without the recorded consent of Declarant, or the Association after the Control Transfer Date.

Section 2.25. DRAINAGE: Natural established drainage patterns for rain drainage will not be impaired by any Tract Owner that will negatively affect the Access and Utility Easement or unreasonably affect any other Tract. Driveway culverts must be installed and shall be sufficient size to afford property drainage of ditches without allowing water to pool, back up or be diverted from its natural course or along the AUE road ditch. Culverts must be metal or concrete and be a minimum of twelve inches (12") in diameter and no less than twenty feet (20') long except in areas where drainage in the road ditch will not be affected (ie. At the crest of a hill).

Section 2.26. HUNTING REGULATIONS: The discharge of firearms or shooting of archery or any projectile shall never result in trespass by any projectile onto any other Tract or property and shall not occur within one hundred feet (100') of any boundary or property line of the Owner. No deer stands or game or other hunting facilities shall be placed or constructed within one hundred (100 feet) of any boundary or property line. Discharge of firearms and weapons, including but not limited to rifles, pistols, shotguns, black powder rifles and pistols, percussion or flintlock rifles and pistols, shall not occur for prolonged and continuous periods of more than any four (4) hour period during daylight hours. The discharge of a firearm or weapon after dark shall only be allowed for the purpose of dispatching animals on the Owner's property which pose a threat to person or property. All use of firearms or hunting weapons of any kind shall at all times comply with the Texas Hunting Rules and Regulations as then currently exist. Nothing contained herein shall be enforced by the Association if it violates Texas Property Code §202.021.

Section 2.27. RESTRICTION ON OVERWEIGHT VEHICLES AND ROAD DAMAGE: Owners are prohibited from driving or allowing 18-wheelers or other heavy vehicles/trailers into the Subdivision on a regular basis. These vehicles are permitted only for construction purposes or deliveries. Any damage to the Road, Common Areas, or drainage and utility easements caused by an Owner, their builder, or subcontractors must be repaired by the responsible Owner. During construction, owners must maintain the easement and road in front of their Tract in the same good condition as before construction began, including reseeding and cleaning up right-of-ways and drainage easements. If damage occurs, the Board may issue a Special Individual Assessment to cover the cost of repairs or cleanup caused by the Owner or their contractor/agents.

Section 2.28. PROHIBITION ON FENCES, GATES AND PARKING IN ROAD EASEMENT: No Owner, tenant, or occupant shall erect, construct, or maintain any fence, gate, or other obstruction within the designated road easement for Shilo Vista Ln. without written consent from the Association. The road easement shall remain free and clear of any barriers to ensure unobstructed access for all authorized parties, including but not limited to, property owners, emergency services, utility providers, and maintenance personnel. Any unauthorized structures, materials or parked vehicles placed within the road easement are subject to immediate removal at the expense of the responsible Owner. Furthermore, the Owner shall be liable for any costs associated with the removal or repair of damages resulting from the violation of this restriction.

Section 2.29. MAINTENANCE OF GRASS IN EASEMENTS: Each Owner shall be responsible for maintaining the grass, vegetation, and overall appearance of the road easement for Shilo Vista Ln. and any drainage ditch located on their Tract. This includes regular mowing, trimming, and removal of debris to ensure proper drainage and to prevent overgrowth or obstruction of the easement area. Failure to maintain the road easement and drainage ditch in a clean and orderly condition may result in the Association or authorized personnel performing the necessary maintenance, with all costs incurred being assessed to the responsible Owner. The Owner shall reimburse the Association for such costs through a Special Individual Assessment.

Section 2.30. DECLARANT EXEMPTION: This Article does not apply to any activity conducted by the Declarant with respect to its development and sale of any part of the Tract(s).

Article III. RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 3.01. **PROPERTY SUBJECT TO RESTRICTIONS:** The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. As of the date of this Declaration, there is an existing structure built in the Subdivision on Tract 1 consisting of a shed. Any building restriction contained herein shall not apply to the existing improvement that is located on Tract 1 and any variance that exists from these Restrictions for said shed shall have been deemed accepted by the Association.

Section 3.02. **LIMITATIONS:** The Tracts will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in these Restrictions, which run with the land.

Section 3.03. **SETBACKS; UTILITY & DRAINAGE EASEMENTS:** The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Owners, and any utility company. For all Tracts that share a common boundary line and are adjacent to another Tract, a utility and drainage easement and a building setback line measuring fifty feet (50') in width is reserved along the front and rear lot lines of the Tract and a utility and drainage easement measuring fifty feet (50') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. Except for fencing (including gates and cattle guards), light posts, driveways, walkways and landscaping, no Improvements shall be located within the building setback line. The utility and drainage easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Declarant or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Declarant has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Declarant reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved or as needed. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Declarant nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Owners located within the setback lines, or the utility or drainage easements. The Association or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Association's or Developer's (prior to the Control Transfer Date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

- (a) All Residential Dwellings, Auxiliary Structures, buildings, garages, barns and other buildings constructed or placed on any part of any Tract must be set back at least two hundred feet (200') from any property line fronting any Right-of-Way (ROW) and Shiloh Vista Ln; additionally:
 - i. Tracts 1-3 shall have a one hundred feet (100') building setback from the rear of those tracts to Tract 6.
 - ii. Tracts 4 and 5 shall have a one hundred feet (100') setback between the common boundary line between Tracts 4 and 5.

- iii. Tract 3 & 4 setback shall be at least two hundred feet (200') from any property line fronting any ROW and shall be one hundred feet (100') from any property line fronting Shiloh Vista Ln; and
- iv. Tract 5 setback shall be at least one hundred feet (100') from any property line fronting Shiloh Vista Ln.
- v. No side or rear set back lines shall exist for property lines that do not join another Tract(s).

Section 3.04. FENCING: Fences must be constructed using new materials and in a skilled and workmanlike manner using pipe, t-posts, cedar staves, barbed or barless wire, net wire, wood or other similar materials (or a combination of these materials). Fences shall be located so that it does not interfere with any right-of-way or impede access to any easement. No fence or gate shall be constructed across or placed upon Shiloh Vista Ln. except the entry cattle guard and gate at Coleman Ranch Road and the fence and gates at Tract 9 and 10.

Section 3.05. MAILBOXES: A cluster mailbox will be erected by the Developer on the Road Easement near Coleman Ranch Road for use by any Tract Owner with a 911 address on Shiloh Vista Ln. The United States Postal Service will be responsible for the maintenance and repair of the cluster mailbox. The location of mailboxes for Tracts with a 911 address on Coleman Ranch Road must coordinated with the United States Postal Service and shall be the responsibility of those Tract Owners. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

Article IV. DEVELOPER'S RIGHTS AND RESERVATIONS

Section 4.01. PERIOD OF DEVELOPER'S RIGHTS AND RESERVATIONS: Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article IV or the Control Transfer Date. The Developer rights, those being the same as Declarant Rights, set forth in these Restrictions shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Common Area or a Tract in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

Section 4.02. DEVELOPER'S RIGHTS TO CONVEY COMMON AREA TO THE ASSOCIATION: Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, and other rights, if any, to the Association for use as Common Area at any time without the consent of any Owner or the Association. This conveyance shall be As-Is and with all faults, without any warranty or representations.

NOTICE IS HEREBY GIVEN THAT THE STREETS, ROADS AND ROAD RIGHTS OF WAY INSIDE THE SUBDIVISION ARE PRIVATE STREETS AND ARE NOT TO BE MAINTAINED BY ANY PUBLIC ENTITY. THE STREETS, ROADS AND ROAD RIGHTS OF WAY SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION AND ARE NOT FOR THE USE OF THE GENERAL PUBLIC.

Section 4.03. DUTY TO ACCEPT THE PROPERTY AND FACILITIES TRANSFERRED BY DEVELOPER: The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any and all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors of the Association, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable) but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the Association's Board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

Section 4.04. DEVELOPER'S RIGHTS TO GRANT AND CREATE EASEMENTS: Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision or purposes deemed necessary by the Developer until the Control Transfer Date.

Article V.

SHILOH VISTA RANCH PROPERTY OWNERS' ASSOCIATION, INC.

Section 5.01. NON-PROFIT CORPORATION: Shiloh Vista Ranch Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.02. BYLAWS: The Association has adopted and may amend whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions contained herein.

Section 5.03. MEMBERSHIP: Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless

of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tract shall be the sole qualification for Membership.

Article VI. ASSESSMENTS

Section 6.01. ASSESSMENTS: Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

Section 6.02. ANNUAL ASSESSMENT:

(a) An Annual Assessment shall be paid by each Tract Owner and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided and the Common Area Expenses. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

(b) The initial amount of the Annual Assessment applicable to each Tract that abuts the interior road, Shilo Vista Ln., located within the Shiloh Vista Ranch Subdivision shall be four hundred dollars (\$400.00) per Tract. The initial Annual Assessment for each Tract that abuts Coleman Ranch Road, a Hood County maintained road, shall be one hundred and twenty dollars (\$120.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

(c) The Board of Directors of the Association, from and after control is transferred from the Developer, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without a majority vote of the Members voting at a meeting called for the purpose of approving the increase.

Section 6.03. SPECIAL ASSESSMENTS: In addition to the Annual Assessment, the Association, upon a majority vote of the members present or voting by proxy at a meeting called for that matter, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

Section 6.04. INTEREST OF ASSESSMENT: Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

Section 6.05. PURPOSE OF THE ASSESSMENTS: The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision Roads, Subdivision drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a Common Area or a Common Area Expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.06. ROAD RESERVE: The Board of the Association shall set up a reserve fund for road maintenance. Each year two-thirds (2/3) of all assessments collected must be placed into a separate account to be used for only expenses related to road improvements, maintenance, repair and replacement. The Board may place more than two-thirds (2/3) of the assessments collected into this reserve fund, but it should never place less than this amount in to the reserve fund. The only way reserve funds can be used for any expense not related to road purposes is if a majority of all Members approve the expenditure.

Section 6.07. CREATION OF LIEN AND PERSONAL OBLIGATION: In order to secure the payment of the Assessments, each Tract Owner hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such Tract Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Real Property of Hood County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

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

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

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

Section 6.08. NOTICE OF LIEN: In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Tract Owner by recording a Notice ("Notice of Lien" or "Affidavit of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Tract Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Tract Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

Section 6.09. DEVELOPER EXEMPTION: In consideration of the Property infrastructure, the Developer shall be exempt from the payment of all Assessments.

Section 6.10. LIENS SUBORDINATE TO MORTGAGES: The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which are prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days

advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

Article VII.
DUTIES AND POWERS OF THE SHILOH VISTA RANCH
PROPERTY OWNERS' ASSOCIATION

Section 7.01. GENERAL DUTIES AND POWERS OF THE ASSOCIATION: The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three-year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

Section 7.02. POWER TO ACQUIRE PROPERTY AND CONSTRUCT IMPROVEMENTS: The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements and may demolish any existing improvements in the Common Area.

Section 7.03. POWER TO ADOPT RULES AND REGULATION: The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

Section 7.04. ENFORCEMENT OF RESTRICTIONS: The Restrictions constitute covenants running with the land. The Association, Declarant, even after the Control Transfer Date, or any Owner if the Association fails to act after reasonable written notice, shall enforce all restrictions, conditions, covenants, reservations, liens, and charges imposed by these Restrictions through legal or equitable proceedings. Failure by the Association or any Owner to enforce any covenants or restrictions shall not be considered a waiver of the right to enforce them in the future. If it becomes necessary for any Owner or the Association to initiate court action to enforce these Restrictions, the defaulting Owner shall be responsible for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association. The defaulting Owner shall also be liable for all damages suffered by the enforcing Owner or the Association, in an amount determined by the Court.

Section 7.05. REMEDIES: In the event an Owner fails to remedy any violation of these Restrictions, after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Owner's Tract and remove the violating condition, document the violating condition and/or cure the violation, at the expense of the Owner, and the violating Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of fifty dollars (\$50.00) per day against any Owner and/or his Tract until the violating condition is corrected. The fine charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2025 as a base year and can be increased at the Board's discretion for repeat offenses. This Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special Assessments;
- (c) Impose charges for late payment of assessments;
- (d) After notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of this Declaration, and the Bylaws and any rules and regulations of the Association;
- (e) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity; and/or
- (f) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

Section 7.06. OTHER INSURANCE BONDS: The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

Article VIII. GENERAL PROVISIONS

Section 8.01. TERM: The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) affirmative vote of every Member entitled to vote and an appropriate document is recorded evidencing the cancellation of these Restrictions.

Section 8.02. AMENDMENTS: Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) affirmative vote of every Member entitled to vote. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

Section 8.03. AMENDMENT BY THE DEVELOPER: The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns any land in the Subdivision and provided that any such amendment shall be consistent with and is in furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions or if needed to comply with state law.

Section 8.04. ANNEXATION: Other land not originally referenced as a "Tract" in this instrument may be added to this instrument to become part of the Subdivision by the recording of an instrument adding said land and said instrument shall be executed by the Declarant and any other Owner of said additional land being added herein. Any such land that is added shall become a part of these Restrictions to the same extent as if it had been originally included.

Section 8.05. EFFECT OF VIOLATION ON MORTGAGES: No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 8.06. SECURITY: NEITHER THE DECLARANT, ITS PARTNERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR ANY SUCCESSOR DECLARANT ("DECLARANT PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE TRACT(S) NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF ANY TRACT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT PARTIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY TRACT, OR OWNER OR USER OF AN IMPROVEMENT ON THE TRACT(S), ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO STRUCTURES AND IMPROVEMENTS AND TO THE CONTENTS OF STRUCTURES AND IMPROVEMENTS ON THE TRACT(S).

Section 8.07. LIBERAL INTERPRETATION: The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

Section 8.08. ARTICLES & SECTIONS: Article and Section headings in these Restrictions are for convenience of reference and do not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

Section 8.09. SEVERABILITY: Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 8.10. FLOOD PLAIN/LOW-LYING AREAS: A portion of the Tract may lie in a floodplain or low-lying areas that are subject to flooding or water saturation and may constitute wetland areas. The Owner of each Tract must use caution and conservative judgment when installing any improvements in or near the flood plain, wetland, or low-lying areas. An Owner is solely responsible for determining the location of such floodplain, wetland, or low-lying areas, any floodplain elevations that are pertinent to an Owner's plans and deciding at what elevation and location improvements will be constructed.

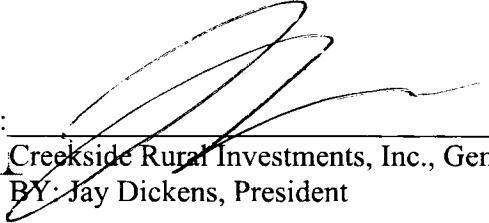
Section 8.11. SUCCESSORS AND ASSIGNS: The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

Section 8.12. TERMINOLOGY: All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire document and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

Executed this 4 day of June, 2025, to be effective the 4 day of June 2025, 2025.

[signature follows on next page]

NEW TERRITORY INVESTMENTS, LTD.

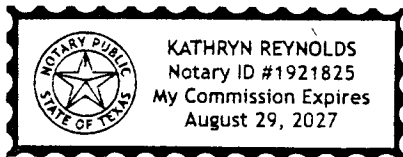
By: 

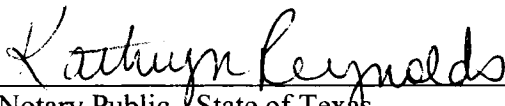
Creeside Rural Investments, Inc., General Partner
BY: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the 4th day of June 2025, by Jay Dickens, President of Creekside Rural Investments, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of New Territory Investments, Ltd., a Texas limited partnership.




Notary Public - State of Texas

RETURN TO:

New Territory Investments, Ltd.
3030 W. Beauregard Ave.
San Angelo, Texas 76901

EXHIBIT "A"

BEING a tract of land situated in the W.T. Collins Survey, Abstract Number 767, the Eve Boyet Survey, Abstract Number 804, the G.K. Goss Survey, Abstract Number 806, the William Elliott Survey, Abstract Number 622, the S.R. Dunagan Survey, Abstract Number 164, Hood County, Texas and being all of the remainder of a tract of land as described by deed to Christy Chipman Coogle as recorded in Document No. 2023-0004955, Deed Records, Hood County, Texas (DRHCT) and being more particularly described by metes and bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values);

BEGINNING at a found 5/8-inch capped iron rod marked "BHB INC" (CIRF) having a US State Plane Coordinate - Texas North Central Zone (4202) NAD83 (Grid) of Northing 6,802,546.13, Easting 2,140,699.64 and being the northwest corner of the said Christy Chipman Coogle remainder tract, same being the southwest corner of a tract of land as described by Paluxy Oaks Ranch, LLC as recorded in Document Number 2023-0009554, DRHCT, same being in the east line of a tract of land as described by deed to BEBDT Realty, LTD., as recorded in Volume 1687, Page 945, DRHCT.

THENCE with the common line between the said Christy Chipman Coogle remainder tract and the said Paluxy Oaks Ranch tract the following courses and distances:

South 89°38'52" East, a distance of 1259.17 feet to a CIRF;

South 66°31'36" East, a distance of 1222.63 feet to a CIRF;

North 71°55'29" East, a distance of 1012.86 feet to a CIRF;

South 72°31'53" East, a distance of 114.50 feet to a CIRF;

North 58°20'08" East, a distance of 367.57 feet to a found 3" wood post;

North 57°46'33" East, a distance of 1401.06 feet to a found 2-1/4-inch metal pipe fence post;

North 57°34'57" East, a distance of 859.52 feet to found 60d Nail for the northeast corner of the said Christy Chipman Coogle remainder tract, same being the northwest corner of a tract of land as described by deed to Emily Grace Hallgarth as recorded in Document Number 2019-0003968, DRHCT, from which a found 1/2-inch iron rod bears North 57°34'57" East, a distance of 0.54 feet;

THENCE South 30°33'31" East, with the common line between the said Christy Chipman Coogle remainder tract and the said Emily Grace Hallgarth tract, a distance of 258.28 feet to a found 60d Nail for the southwest corner of the said Emily Grace Hallgarth tract, same being in the west right-of-way line of Coleman Ranch Road;

THENCE with the common line between the said Christy Chipman Coogle remainder tract and the said west right-of-way line the following courses and distances:

South 30°34'03" East, a distance of 1231.02 feet to a found 1/2-inch iron rod;

South 35°33'53" East, a distance of 6.65 feet to a found 1/2-inch iron rod having a US State Plane Coordinate - Texas North Central Zone (4202) NAD83 (Grid) of Northing 6,802,444.34, Easting 2,147,136.65 for the southeast corner of the said Christy Chipman Coogle remainder tract, same being the northeast corner of a tract of land as described by deed to James F. Coleman and wife, Norma Sue Coleman as recorded in Volume 1109, Page 455, DRHCT;

THENCE South 57°47'49" West, with the common line between the said Christy Chipman Coogle remainder tract and the said James F. Coleman tract, a distance of 863.78 feet to a found 1-1/4-inch metal fence post for the northwest corner of the said James F. Coleman tract, same being the northeast corner of a tract of land as described by deed to James F. Coleman and wife, Norma Sue Coleman (Tract Three) as recorded in Volume 2161, Page 58, DRHCT;

THENCE South 71°17'37" West, with the common line between the said Christy Chipman Coogle remainder tract, and the said Tract Three, at a distance of 2311.58 feet passing a found 2-1/4-inch metal pipe fence post for the northwest corner of said Tract Three, same being the northeast corner of a tract of land as described by deed to Mandy Ann Management, LTD., (Tract Two) as recorded in Document Number 2016-0011682, DRHCT, and now continuing with the common line between the said Christy Chipman Coogle remainder tract and the said Tract Two, in all for a distance of 3784.53 feet to a found 1/2-inch iron rod for angle point of the said Christy Chipman Coogle remainder tract, same being the northwest corner of said Tract Two and being the northeast corner of a tract of land as described by deed to Circle 23 Brand Ranch, LTD., (Parcel III, Third Tract) as recorded in Volume 2068, Page 674, DRHCT;

THENCE South 88°43'09" West, with the common line between the said Christy Chipman Coogle remainder tract and the said Parcel III, Third Tract, a distance of 1555.25 feet to a found 2-inch wood post for an angle point of the said Christy Chipman Coogle remainder tract and the said Parcel III, Third Tract;

THENCE South 88°44'50" West, continuing with the said common line, a distance of 579.01 feet to a found 2-3/4-inch metal fence post corner for the southwest corner of the said Christy Chipman Coogle remainder tract, same being the northwest corner of the said Parcel III, Third Tract and being in the east line of the aforementioned BEBDT Realty, LTD tract;

THENCE North 00°21'57" East, with the said common line between the said Christy Chipman Coogle remainder tract and the said east line of the said BEBDT Realty, LTD tract, a distance of 1823.36 feet to the **POINT OF BEGINNING** and containing 9,114,549 square feet or 209.241 acres of land more or less.

Exhibit B

LEGEND

CIRF.....Found 5/8" Capped Iron Rod Marked "BHB"
CIRF(BB).....Found 5/8" Capped Iron Rod
Marked "BROOKES BAKER SURVEYORS"
D.R.H.C.T....Deed Records Hood County, Texas
IRF.....Iron Rod Found
IRS.....5/8" Capped Iron Rod Marked "BHB INC" Set
MP.....Metal Pipe Post Corner

GENERAL NOTES:

1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. All property corners are set 5/8 inch capped iron rod marked 'BHB INC' unless otherwise noted.

ACCESS & UTILITY EASEMENT

316,383 Square Feet or 7.263 Acre
William Elliott Survey, Abst. No. 806,
W.T. Collins Survey, Abts. No. 767, Eve Boyet Survey, Abst. No. 804,
SR Dunagan Survey, Abst No 164
Hood County, Texas

EASEMENT
316383 Sq.Ft.
7.263 Ac

ACCESS & UTILITY

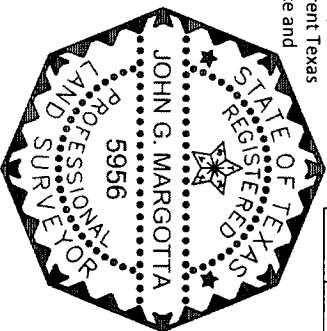
SURVEYOR'S CERTIFICATION

I, John G. Margotta, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.

John G. Margotta

State of Texas Registered Professional Land Surveyor
No. 5956

Date: June 10, 2024



B=B
BAIRD, HAMPTON & BROWN
engineering and surveying

6300 Ridglea Place, Suite 700 Fort Worth, TX 76116
jmg@bhbnc.com • 817.338.1277 • bhbnc.com
TBPELS Firm #44, #10011300

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	N35°33'53"W	6.65	L6	N90°00'00"W	130.05
L2	N30°34'03"W	306.68	L7	N13°49'01"E	115.84
L3	S30°48'59"W	539.17	L8	N22°12'58"E	60.00
L4	N67°47'02"W	1001.30	L9	N30°48'59"E	539.17
L5	S22°12'58"W	65.43	L10	S30°34'03"E	60.00

CIRCLE 23 BRAND RANCH, LTD
(PARCEL III, THIRD TRACT)
VOL. 2068, PG. 674
D.R.H.C.T.

G.K. GOSS SURVEY
ABSTRACT No. 806

PROPOSED TRACT 13

PROPOSED TRACT 14

MANDY ANN MANAGEMENT, LTD.
(TRACT TWO)
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1/2" IRF

Drawing: E:\Survey24\300\222 Coleman Ranch Cut out Tracts\dwg\ACCESS & UTILITY ESMT.dwg