

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
FOR RIO ESCONDIDO SUBDIVISION**

STATE OF TEXAS

§

**KNOWN ALL MEN BY THESE**

COUNTY OF CORYELL

§

**PRESENTS**

COUNTY OF HAMILTON

§

This Declaration made on the date hereinafter set forth by LSLP Evant, LLC a Delaware Limited Liability Company, hereinafter referred to as "Developer".

**WITNESSETH:**

WHEREAS, Developer is the owner of that certain tract of land located in Coryell County, Texas and Hamilton County, Texas, containing 526.47 acres and being more fully described on the attached Exhibit "A", and for informational purposes only by the sales plat on the attached Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "Rio Escondido Subdivision," "Property" or "Subdivision"; and

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

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

**ARTICLE I  
DEFINITIONS**

1.01. Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Article VIII hereof.

1.02. Annual Assessment. "Annual Assessment" means the amount set forth in Section 5.02 hereof.

1.03. Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04. Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter Rio Escondido Property Owners' Association, Inc. and its successors and assigns.

1.05. Board of Directors. "Board of Directors" means and refers to the Developer prior to the Control Transfer Date and the thereafter, the Board of Directors of the Association appointed by the Developer and/or elected by the Members of the Association.

1.06. Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07. Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, the entrances, mailboxes, easements and roads together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.08. 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, but not limited to, casualty and liability insurance, directors and officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) mowing of the Common Areas (b) Common Area maintenance and replacement of landscaping, (c) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09. 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 Areas; 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 lots 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.

1.10. Developer. "Developer" means and refers to LSLP Evant, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.11. Member. "Member" means and refers to every current Owner of a Tract.

1.12. Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.13. 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 Lot(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.

1.14. Plans or Specifications. "Plans" or "Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.15. Road. "Road" or "Roads" means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.16. Tract. "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 526.47 acres described above.

## **ARTICLE II** **RESTRICTIONS**

2.01. The Property is to be used for single family residential purposes.

2.02. The main residence constructed on the Property shall have least one thousand (1,000) square feet of heated and cooled living area and must be constructed with a minimum of three feet (3') of masonry wainscoat on the front exterior.

2.03. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

2.04. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 6 months of the calendar

year. Travel trailers and RV's shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

2.05. Mobile homes and manufactured homes are prohibited on the Property.

2.06. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property. The designation of such an item as being a violation under this section is at the sole and absolute discretion of the Association.

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

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

2.09. No tract of land in the Subdivision originally sold by Developer can be divided.

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

### **ARTICLE III**

#### **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

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.

3.02. Utility Easements. Each Tract of land sold from the Property shall be subject to a utility easement measuring twenty five feet (25') in width across the front and rear of each tract and fifteen feet (15') which is reserved along the sides of each tract. The utility easement shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All

utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an Owner of a Tract of land in the Subdivision located within the easements.

3.03. Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

3.04. Fencing and Gates. Each Tract Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his Tract. A Tract Owner shall not remove the perimeter fencing, unless the Tract Owner completely fences his entire Tract.

3.05. Mailboxes. All mailboxes for Tracts that abut the Private Road located within the subdivision will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the transfer control 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. Tracts that abut Hamilton County Road 421 will have individual mailboxes that shall be the Tract Owner's responsibility.

3.06 Cattle Grazing. The Rio Escondido Property Owners' Association, Inc has or will be leasing the Common Areas of the Subdivision for cattle grazing in order to assist with maintaining an ag exemption for the Subdivision. Said grazing lease shall continue so long as the Association deems it to be in the best interest of the Subdivision. So long as the Association continues to lease the Common Areas, it will also offer to lease a Tract Owner's Lot for cattle grazing. The Rio Escondido Property Owners' Association, Inc. will sublease any acreage held under a lease to a cattle rancher. In order to maintain and continue an ag exemption on each Tract, the Tract Owner will be responsible for contacting the Coryell County Appraisal District or the Hamilton County Appraisal District to comply with all applications and regulations. If a Tract Owner

decides to not enter into a grazing lease with the Association, then the Tract Owner shall be responsible for fencing his Tract so that cattle will not enter upon his Tract. The Rio Escondido Property Owners' Association, Inc. shall not be liable for any cattle that would improperly enter onto Tract Owner's Tract or for any damages caused by said cattle due to lack of fencing by the Tract Owner.

**ARTICLE IV**  
**RIO ESCONDIDO PROPERTY OWNERS' ASSOCIATION, INC.**

4.01. Non-Profit Corporation. Rio Escondido 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.

4.02. Bylaws. The Association has adopted, 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.

4.03. 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 Tracts shall be the sole qualification for Membership.

4.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

**ARTICLE V**  
**ASSESSMENTS**

5.01. 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 Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments

must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

5.02. Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to each Tract will be two hundred fifty dollars (\$250.00) per Tract. The Annual Assessment is payable in advance and is due on the first (1<sup>st</sup>) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after control is transferred from the Developer, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

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

5.04. 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.

5.05. 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 Areas. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision roads, Subdivision drainage easements, Common Areas, 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.

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.

5.06. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such 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 Coryell County, Texas and Hamilton County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any 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.

5.07. 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.

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

5.09. Liens Subordinate to Mortgages. The lien described in this Article V 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 ad prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due.

Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article V.

## **ARTICLE VI**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

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

6.02. 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. The rights reserved to the Developer under this section apply to the entire Subdivision.

6.03. Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any Owner or the Association.

6.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real

Property in the county in which the property is located. No consent shall be required of the Association or any Member thereof, each Tract Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

**ARTICLE VII**  
**DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION**

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.

7.02. 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 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, 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 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.

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

7.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association.

7.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

7.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions after the Control Transfer Date. Prior to the Control Transfer Date the Developer shall perform the ACC duties.

7.08. 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 Areas.

7.09. Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. 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, 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.

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

7.11. Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice, or the number of days given in the written notice to allow for a remedy, the Association, or its authorized

representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract 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 \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2020 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) Suspend an Owner's right to use the Common Areas;
- (d) 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
- (e) 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 Tract 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.

7.12. Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

## **ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE**

### 8.01. Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the

Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. The Architectural Control Committee's or Developer's (prior to the Control Transfer Date) shall have the sole discretion to approve or deny any improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of the main residence, and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

#### 8.02 Architectural Control Committee.

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property Coryell County, Texas and Hamilton County, Texas. Subsequent

appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

8.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article VIII within thirty (30) days following the submission of a completed application and full compliance with the Declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

8.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

8.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision or the Developer or ACC deems the variance appropriate. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own a Tracts or any Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and Improvements and the particular provision covered by the variance, nor shall it affect in any way the Tract Owner's obligation to comply with all governmental laws and regulations affecting the use of the Tract Owner's Lot.

## **ARTICLE IX** **GENERAL PROVISIONS**

9.01. Term. The provisions hereof shall run with the land and shall be binding upon all Tract 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 majority vote of the Members prior

to an extension period and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02. 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) majority vote of the Members.

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

9.04. 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.

9.05. 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.

9.06. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.07. 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.

9.08. 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.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 2 day of June 2020.



LSLP Evant, LLC, a Delaware Limited Liability Company

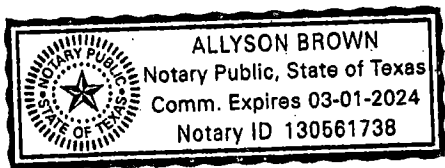
By: American Land Partners, Inc., a Delaware corporation, Manager

By: Chad T. May  
Printed Name: Chad T. May  
Title: Authorized Agent

STATE OF TEXAS                   §  
   §  
COUNTY OF Coryell           §

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

Given under my hand and seal of office on the 2<sup>nd</sup> day of June, 2020.



Allyson Brown  
NOTARY PUBLIC, State of Texas

# Exhibit A

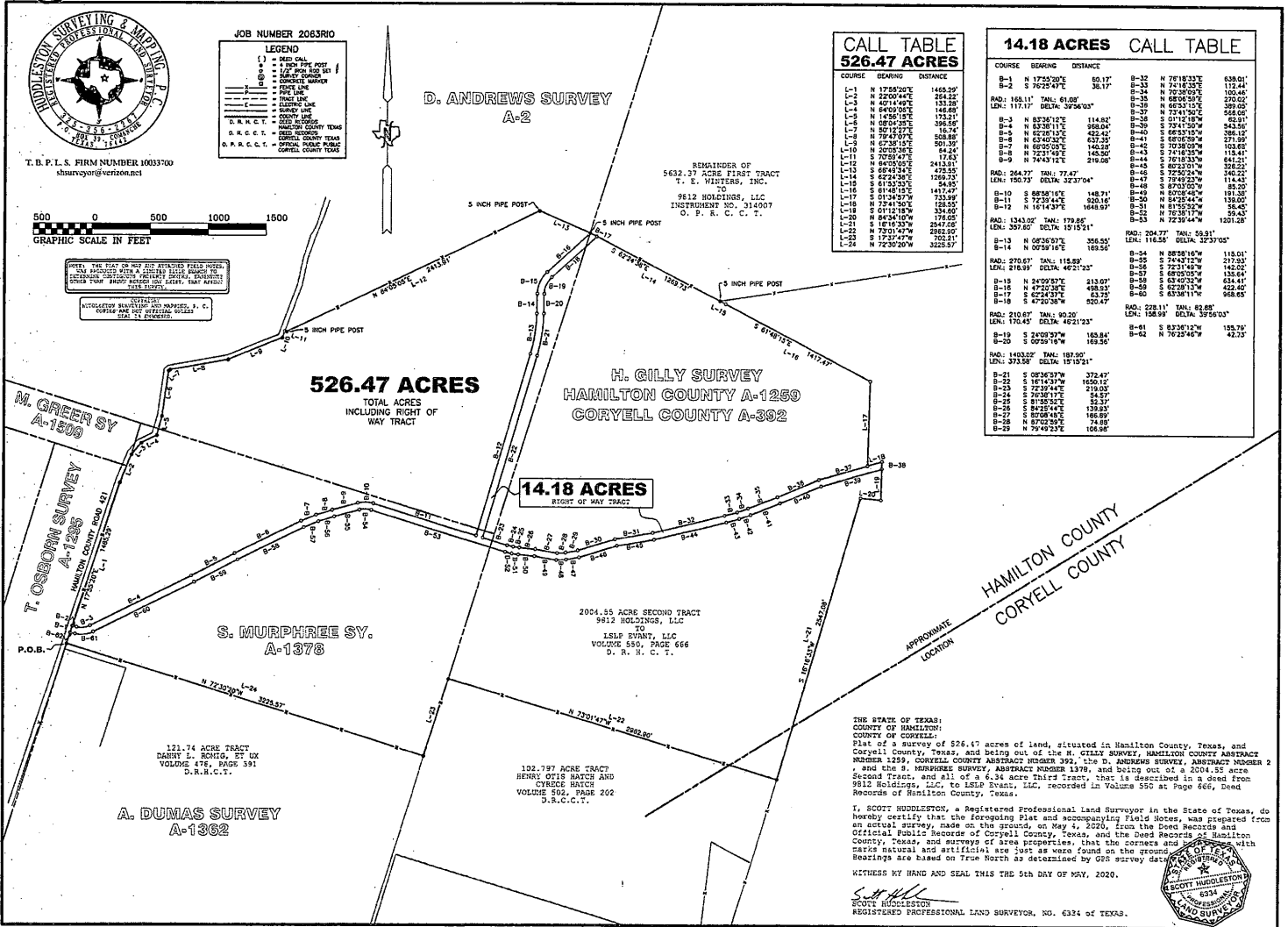


Exhibit A

**HUDDLESTON SURVEYING & MAPPING, P.C.**

107 S. PAGE, P. O. BOX 39, COMANCHE, TEXAS 76442  
325-356-2267 OFFICE, 325-356-2903 FAX  
T.B.P.L.S. FIRM NUMBER 10033700  
shsurveyor@verizon.net

THE STATE OF TEXAS:  
COUNTY OF HAMILTON  
COUNTY OF CORYELL:

526.47 ACRE TRACT  
RIO ESCONDIDO PHASE I

Being 526.47 acres of land, situated in Hamilton County, Texas, and Coryell County, Texas, and being out of the H. GILLY SURVEY, HAMILTON COUNTY ABSTRACT NUMBER 1259, CORYELL COUNTY ABSTRACT NUMBER 392, the D. ANDREWS SURVEY, ABSTRACT NUMBER 2, and the S. MURPHREE SURVEY, ABSTRACT NUMBER 1378, and being out of a 2004.55 acre Second Tract, and all of a 6.34 acre Third Tract, that is described in a deed from 9812 Holdings, LLC, to LSLP Evant, LLC, recorded in Volume 550 at Page 666, Deed Records of Hamilton County, Texas, and further described as follows;

**BEGINNING**, at a 4 inch pipe corner post found in the East line of Hamilton County Road Number 421, and being the Southwest corner of said 2004.55 acre tract, and being the Northwest corner of a 121.74 acre tract of land that is described in a deed to Danny L. Romig, et ux, recorded in Volume 478 at Page 391, said Deed Records, for the Southwest corner of this tract;

**THENCE**, with a fence, along the East line of Hamilton County Road Number 421, as follows, N 17° 55' 20" E 1465.29 feet, to a 4 inch pipe post, N 22° 00' 44" E 264.22 feet, to a 4 inch pipe post, N 40° 14' 49" E 133.28 feet, to a 4 inch pipe post, N 64° 09' 06" E 146.68 feet, to a 4 inch pipe post, N 14° 56' 15" E 173.21 feet, to a 4 inch pipe post, N 08° 04' 35" E 396.56 feet, to a 4 inch pipe post, N 50° 12' 27" E 16.74 feet, to a 4 inch pipe post, N 79° 47' 07" E 508.88 feet, to a 4 inch pipe post, N 67° 38' 15" E 501.39 feet, to a 4 inch pipe post, and N 20° 05' 36" E 64.24 feet, to a 1/2 inch iron rod found at the Northwest corner of said 2004.55 acre tract, for the Northwest corner of this tract;

**THENCE**, with a fence, along the North line of said 2004.55 acre tract, as follows, S 70° 59' 47" E 17.63 feet, to a 5 inch pipe post, N 64° 05' 05" E 2413.91 feet, to a 5 inch pipe post, S 66° 49' 34" E 475.55 feet, to a 5 inch pipe post, and S 62° 24' 38" E 1269.73 feet, to a 5 inch pipe post, for a corner of this tract;

**THENCE**, S 61° 53' 53" E 54.95 feet, to a 1/4 inch iron rod set, S 61° 48' 15" E 1417.47 feet, to a 1/4 inch iron rod set, S 01° 34' 57" W 733.99 feet, to a 1/4 inch iron rod set, N 73° 41' 50" E 128.55 feet, to a 1/4 inch iron rod set, S 01° 12' 18" W 334.60 feet, to a 1/4 inch iron rod set, N 84° 34' 10" W 176.05 feet, to a 1/4 inch iron rod set, and S 16° 16' 33" W 2547.08 feet, to a 4 inch pipe post found at a corner in the South line of said 2004.55 acre tract, and being the Northeast corner of a 102.797 acre tract of land that is described in a deed to Henry Otis Hatch and Cyrece Hatch, recorded in Volume 502 at Page 202, Deed Records Coryell County, Texas, for the Southeast corner of this tract;

**THENCE**, N 73° 01' 47" W 2962.90 feet, with a fence, to a 4 inch pipe post found at the Northwest corner of said 102.797 acre tract, for a corner of this tract;

**THENCE**, S 17° 37' 47" W 702.21 feet, with a fence, to a 5 inch pipe post found at the Northeast corner of said 121.74 acre tract, for a corner of this tract;

**THENCE**, N 72° 30' 20" W 3225.57 feet, with a fence, along a South line of said 2004.55 acre tract, and the North line of said 121.74 acre tract, to the point of beginning and containing 526.47 acres of land.

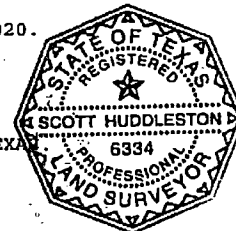
I, SCOTT HUDDLESTON, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing Field Notes and accompanying Plat, was prepared from an actual survey, made on the ground, on May 4, 2020, from the Deed Records and Official Public Records of Coryell County, Texas, and the Deed Records of Hamilton County, Texas, and surveys of area properties, that the corners and boundaries with marks natural and artificial are just as were found on the ground.

Bearings are based on True North as determined by GPS survey data (NAD 83).

WITNESS MY HAND AND SEAL THIS THE 5th DAY OF MAY, 2020.

*Scott Huddleston*  
SCOTT HUDDLESTON

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6334 of TEXAS



# Exhibit B



FILED FOR RECORD  
AT 115 O'CLOCK P M

STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

JUN 24 2020



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

327337

121

new page

**327673**

**FIRST AMENDED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY – PHASE 2**

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

THIS First Amended Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

**W I T N E S S E T H:**

WHEREAS, the Declarant is the owner of the real property more particularly described below and desires to develop thereon a residential subdivision; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision;

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

WHEREAS, on June 25, 2020, Declarant filed Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens in Coryell County, Texas under Instrument Number 327355 and in Hamilton County, Texas under Instrument Number 20201117; and

WHEREAS, at the time the Supplemental Declaration was filed in Coryell County, Texas and Hamilton County, Texas, an exact legal description for the property was not available and the Declarant is filing this First Amended Supplemental Declaration to place the proper legal description of record.

NOW THEREFORE, the Declarant declares that the real property known as Rio Escondido Phase 2, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas.

## ARTICLE I Definitions

Section 1. Any words not defined in this First Amended Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this First Amended Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to the additional 522.55 acres that the Declarant is developing, known as Rio Escondido Phase 2, which includes 42 lots and is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) "Supplemental Declaration" shall mean and refer to the Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision Phase 2 filed of record under Instrument Number 327355 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20201117 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(d) "First Amended Supplemental Declaration" shall mean and refer to this First Amended Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision Phase 2.

**ARTICLE II**  
**Incorporation of Additional Property**

Section 1. Additional Property. The 522.55 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this First Amended Supplemental Declaration which includes 42 lots is described by metes and bounds on Exhibit "A" and by plat on Exhibit "B".

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this First Amended Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

**ARTICLE III**  
**General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this First Amended Supplemental Declaration and the Original Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this First Amended Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Any other terms and conditions of the Original Declaration shall remain in full force and effect.

This First Amended Supplemental Declaration shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell



County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 26<sup>th</sup> day of June 2020.

LSLP Evant, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

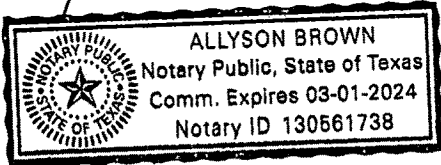
By: *Davy Roberts*  
Davy Roberts, Authorized Agent

STATE OF TEXAS §  
COUNTY OF Coryell §  
§

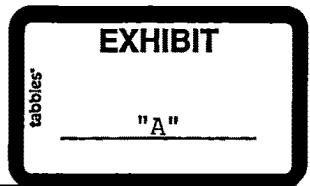
**CERTIFICATE OF ACKNOWLEDGMENT**

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

Given under my hand and seal of office on the 26<sup>th</sup> day of June 2020.



*Allyson Brown*  
Notary Public, State of Texas



Prepared For: LSLP EVANT, LLC  
Project No. 20995  
Date: 06/25/2020

**BEING A 522.55 ACRE TRACT OUT OF THE H. GILLY SURVEY, HAMILTON COUNTY ABSTRACT NO. 1259, CORYELL COUNTY ABSTRACT NO. 392, BEING OUT OF THE REMAINDER OF A CALLED 2004.55 ACRE TRACT AS DESCRIBED IN DOCUMENT TO LSLP EVANT, LLC, RECORDED IN VOLUME 550, PAGE 666 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS, AND IN INSTRUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, SAID 522.55 ACRE RIGHT OF WAY TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

BEGINNING at a 1/2" found iron pin with 6334 property cap, along the northerly line of a called 40 acre tract of land as described in document to Linda Kay Comer, recorded on Instrument No. 227229 of the Official Public Records of Coryell County, Texas, at the southeasterly corner of a called 242.011 acre tract as described in document to South Winters Ranch, Inc., recorded in Instrument No. 152433 of the Official Public Records of Coryell County, Texas, being a southwesterly corner of said remainder tract, and being the most southwesterly corner hereof;

THENCE North 17°26'24" East, along the easterly line of said 242.011 acre tract, a westerly line of said remainder tract, and the westerly line hereof, a distance of 2145.82' to a 6" cedar fence corner post, at the southeasterly corner of a called 102.797 acre tract of land as described in document to Henry Otis Hatch and Cyrece Hatch, recorded in Volume 502, Page 202 of the Deed records of Coryell County, Texas, and being a westerly angle point hereof;

THENCE North 16°44'51" East, along the easterly line of said 102.797 acre tract of land, a westerly line of said remainder tract, and the westerly line hereof, a distance of 757.56' to a 6" cedar fence corner post, at the southeasterly corner of a described 526.47 acre tract, recorded in Instrument No. 326424 of the Official Public Records of Coryell County, Texas, and being a westerly angle point hereof;

THENCE along the easterly line of said 526.47 acre tract, the westerly line of said remainder tract, and being the westerly line hereof the following three (3) courses and distances;  
1) North 16°16'33" East, a distance of 2547.08' to a 1/2" iron pin found with 6634 property cap;  
2) South 84°34'10" East, a distance of 176.05' to a 1/2" iron pin found with 6634 property cap;  
3) North 01°12'18" East, a distance of 271.68' to a 1/2" iron pin found with property cap, at the most southeasterly corner of a called 14.18 acre non-exclusive road access and utility easement agreement as described in said Instrument No. 326424, and being on the westerly line hereof;

THENCE continuing North 01°12'18" East, along the easterly line of said 14.18 acre and 526.47 acre tracts, along the westerly line of said remainder tract, and the westerly line hereof, a distance of 62.91' to a 1/2" iron pin found with 6634 property cap, being a westerly interior corner hereof;

THENCE South 73°41'57" West, along the northerly line of said 14.18 acre and 526.47 acre tracts, the southerly line of said remainder tract, and a southerly line hereof, a distance of 128.55' to a 1/2" iron pin found with 6634 property cap;

THENCE North 01°34'57" East, along the easterly line of said 526.47 acre tract, the westerly line of said remainder tract, and the westerly line hereof, a distance of 222.58' to a 1/2" iron pin set with "CUPLIN" property cap, being a westerly corner hereof;

THENCE over and across said remainder tract the following thirty-eight (38) courses and distances:

- 1) South 88°25'03" East, a distance of 5.37' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 2) Along said curve to the right having a delta angle of 09°31'55", an arc length of 54.90', a radius of 330.00', a chord bearing of North 08°00'13" East, and a chord length of 54.84' to a 1/2" iron pin set with "CUPLIN" property cap;
- 3) North 12°46'11" East, a distance of 75.40' to a 1/2" iron pin set with "CUPLIN" property cap;
- 4) North 17°41'12" East, a distance of 100.55' to a 1/2" iron pin set with "CUPLIN" property cap;
- 5) North 09°16'04" East, a distance of 19.03' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 6) Along said curve to the right having a delta angle of 28°19'19", an arc length of 163.12', a radius of 330.00', a chord bearing of North 23°25'43" East, and a chord length of 161.47' to a 1/2" iron pin set with "CUPLIN" property cap;
- 7) North 37°35'23" East, a distance of 18.27' to a 1/2" iron pin set with "CUPLIN" property cap;
- 8) North 46°59'26" East, a distance of 79.65' to a 1/2" iron pin set with "CUPLIN" property cap;
- 9) North 50°08'35" East, a distance of 459.88' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 10) Along said curve to the left having a delta angle of 12°14'46", an arc length of 57.71', a radius of 270.00', a chord bearing of North 44°01'12" East, and a chord length of 57.60' to a 1/2" iron pin set with "CUPLIN" property cap;
- 11) North 37°53'49" East, a distance of 80.78' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 12) Along said curve to the right having a delta angle of 41°31'06", an arc length of 239.13', a radius of 330.00', a chord bearing of North 58°39'22" East, and a chord length of 233.93' to a 1/2" iron pin set with "CUPLIN" property cap;
- 13) North 79°24'55" East, a distance of 380.17' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 14) Along said curve to the right having a delta angle of 23°54'59", an arc length of 137.75', a radius of 330.00', a chord bearing of South 88°37'35" East, and a chord length of 136.75' to a 1/2" iron pin set with "CUPLIN" property cap;
- 15) South 76°40'06" East, a distance of 226.65' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 16) Along said curve to the left having a delta angle of 13°16'03", an arc length of 62.52', a radius of 270.00', a chord bearing of South 83°18'07" East, and a chord length of 62.38' to a 1/2" iron pin set with "CUPLIN" property cap;
- 17) South 89°56'09" East, a distance of 247.16' to a 1/2" iron pin set with "CUPLIN" property cap;
- 18) North 86°20'39" East, a distance of 111.95' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 19) Along said curve to the left having a delta angle of 05°36'25", an arc length of 26.42', a radius of 270.00', a chord bearing of North 83°32'27" East, and a chord length of 26.41' to a 1/2" iron pin set with "CUPLIN" property cap;
- 20) North 80°44'14" East, a distance of 63.16' to a 1/2" iron pin set with "CUPLIN" property cap;
- 21) South 09°15'46" East, a distance of 60.00' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 22) Along said curve to the left having a delta angle of 29°11'48", an arc length of 157.40', a radius of 308.89', a chord bearing of South 20°42'53" East, and a chord length of 155.70' to a 1/2" iron pin set with "CUPLIN" property cap;
- 23) South 35°30'09" East, a distance of 102.99' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 24) Along said curve to the right having a delta angle of 10°46'48", an arc length of 56.44', a radius of 300.00', a chord bearing of South 30°06'45" East, and a chord length of 56.36' to a 1/2" iron pin set with "CUPLIN" property cap;
- 25) South 24°43'21" East, a distance of 338.00' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;
- 26) Along said curve to the right having a delta angle of 15°15'11", an arc length of 79.86', a radius of 300.00', a chord bearing of South 17°05'46" East, and a chord length of 79.63' to a 1/2" iron pin set with "CUPLIN" property cap;
- 27) South 09°28'10" East, a distance of 196.33' to a 1/2" iron pin set with "CUPLIN" property cap;
- 28) South 08°00'28" East, a distance of 330.55' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 29) Along said curve to the left having a delta angle of 19°14'14", an arc length of 100.73', a radius of 300.00', a chord bearing of South 17°37'35" East, and a chord length of 100.25' to a 1/2" iron pin set with "CUPLIN" property cap;
- 30) South 27°14'42" East, a distance of 273.29' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the right;

- 31) Along said curve to the right having a delta angle of 07°00'29", an arc length of 36.69', a radius of 300.00', a chord bearing of South 23°44'28" East, and a chord length of 36.67' to a 1/2" iron pin set with "CUPLIN" property cap;
- 32) South 20°14'14" East, a distance of 226.71' to a 1/2" iron pin set with "CUPLIN" property cap;
- 33) South 18°54'43" East, a distance of 310.60' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 34) Along said curve to the left having a delta angle of 12°16'29", an arc length of 64.27', a radius of 300.00', a chord bearing of South 25°02'57" East, and a chord length of 64.15' to a 1/2" iron pin set with "CUPLIN" property cap;
- 35) South 31°11'12" East, a distance of 129.28' to a 1/2" iron pin set with "CUPLIN" property cap, at the point of beginning of a curve to the left;
- 36) Along said curve to the left having a delta angle of 09°37'07", an arc length of 50.36', a radius of 300.00', a chord bearing of South 35°59'45" East, and a chord length of 50.30' to a 1/2" iron pin set with "CUPLIN" property cap;
- 37) South 40°41'26" East, a distance of 373.28' to a 1/2" iron pin set with "CUPLIN" property cap;
- 38) South 25°23'10" East, a distance of 1629.15' to a 6" metal fence corner post, at the northwesterly corner of a called 435.33 acre tract of land as described in document to 4A Cowhouse Ranch, LP, recorded in Instrument No. 258400 of the Official Public Records of Coryell County, Texas, at a southeasterly interior point of said remainder tract, and being an easterly angle point hereof;

THENCE South 17°25'02" West, along the westerly line of said 435.33 acre tract, the easterly line of said remainder tract, and hereof, a distance of 1393.46' to a calculated point for corner in the approximate centerline of Langford Branch, at the most northeasterly corner of a called 167.74 acre tract commonly known as Stone Creek Ranch Subdivision, an unrecorded subdivision as described in Instrument No. 326517 of the Official Public Records of Coryell County, Texas, being a southeasterly corner hereof, from whence a found 1/2" iron pin with 6634 along the easterly line of said 167.74 acre tract bears South 17°25'02" West, distance of 2242.07';

THENCE along the called centerline of Langford Branch and northerly line of said 167.74 acre tract as described in said Instr. No. 326517, the southerly line of said remainder tract, and being the southerly line hereof the following sixty-six (66) courses and distances;

- 1) South 36°40'28" West, a distance of 81.14' to a calculated point for corner;
- 2) South 27°58'22" West, a distance of 119.70' to a calculated point for corner;
- 3) South 36°03'17" West, a distance of 156.41' to a calculated point for corner;
- 4) South 41°11'09" West, a distance of 112.91' to a calculated point for corner;
- 5) South 44°11'08" West, a distance of 150.94' to a calculated point for corner;
- 6) South 55°07'29" West, a distance of 122.07' to a calculated point for corner;
- 7) South 63°43'30" West, a distance of 93.40' to a calculated point for corner;
- 8) South 68°55'56" West, a distance of 95.99' to a calculated point for corner;
- 9) South 82°52'49" West, a distance of 119.93' to a calculated point for corner;
- 10) North 75°50'40" West, a distance of 120.28' to a calculated point for corner;
- 11) North 56°41'31" West, a distance of 133.18' to a calculated point for corner;
- 12) North 77°59'26" West, a distance of 118.04' to a calculated point for corner;
- 13) South 81°37'18" West, a distance of 52.81' to a calculated point for corner;
- 14) North 79°19'54" West, a distance of 60.47' to a calculated point for corner;
- 15) North 52°16'25" West, a distance of 41.32' to a calculated point for corner;
- 16) North 14°41'56" West, a distance of 71.34' to a calculated point for corner;
- 17) North 02°00'41" West, a distance of 63.16' to a calculated point for corner;
- 18) North 20°27'03" East, a distance of 42.19' to a calculated point for corner;
- 19) North 31°41'53" East, a distance of 105.56' to a calculated point for corner;
- 20) North 15°40'30" East, a distance of 126.20' to a calculated point for corner;
- 21) North 18°07'06" West, a distance of 122.90' to a calculated point for corner;
- 22) North 26°25'42" West, a distance of 146.86' to a calculated point for corner;
- 23) North 35°42'52" West, a distance of 95.31' to a calculated point for corner;
- 24) North 34°20'56" West, a distance of 280.58' to a calculated point for corner;
- 25) North 38°18'15" West, a distance of 87.63' to a calculated point for corner;
- 26) North 46°21'27" West, a distance of 31.61' to a calculated point for corner;
- 27) North 82°09'07" West, a distance of 126.02' to a calculated point for corner;

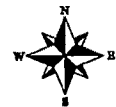
28)North 75°13'16" West, a distance of 148.95' to a calculated point for corner;  
29)North 51°06'52" West, a distance of 43.86' to a calculated point for corner;  
30)North 29°49'26" West, a distance of 77.49' to a calculated point for corner;  
31)North 40°18'00" West, a distance of 53.64' to a calculated point for corner;  
32)North 88°38'38" West, a distance of 48.74' to a calculated point for corner;  
33)South 39°16'07" West, a distance of 91.68' to a calculated point for corner;  
34)South 48°06'14" West, a distance of 178.28' to a calculated point for corner;  
35)North 80°39'23" West, a distance of 114.91' to a calculated point for corner;  
36)South 72°46'44" West, a distance of 48.44' to a calculated point for corner;  
37)South 27°15'54" West, a distance of 167.14' to a calculated point for corner;  
38)South 14°06'03" East, a distance of 120.00' to a calculated point for corner;  
39)South 38°41'31" East, a distance of 97.60' to a calculated point for corner;  
40)South 07°27'19" East, a distance of 101.40' to a calculated point for corner;  
41)South 43°37'39" East, a distance of 53.62' to a calculated point for corner;  
42)South 07°00'18" East, a distance of 53.92' to a calculated point for corner;  
43)South 06°52'57" West, a distance of 104.47' to a calculated point for corner;  
44)South 07°06'07" West, a distance of 147.48' to a calculated point for corner;  
45)South 01°21'16" West, a distance of 84.35' to a calculated point for corner;  
46)South 10°17'38" East, a distance of 80.87' to a calculated point for corner;  
47)South 28°11'24" West, a distance of 78.12' to a calculated point for corner;  
48)South 36°35'26" West, a distance of 130.74' to a calculated point for corner;  
49)South 28°04'30" West, a distance of 70.11' to a calculated point for corner;  
50)South 25°51'24" West, a distance of 145.82' to a calculated point for corner;  
51)South 26°21'56" East, a distance of 141.89' to a calculated point for corner;  
52)South 11°49'39" West, a distance of 82.36' to a calculated point for corner;  
53)South 22°44'42" West, a distance of 89.12' to a calculated point for corner;  
54)South 29°38'50" West, a distance of 92.03' to a calculated point for corner;  
55)South 34°02'31" West, a distance of 81.34' to a calculated point for corner;  
56)South 34°02'30" West, a distance of 18.61' to a calculated point for corner;  
57)South 42°21'14" West, a distance of 74.18' to a calculated point for corner;  
58)South 49°39'30" West, a distance of 77.51' to a calculated point for corner;  
59)South 58°12'43" West, a distance of 165.58' to a calculated point for corner;  
60)South 65°20'50" West, a distance of 347.32' to a calculated point for corner;  
61)South 70°45'12" West, a distance of 96.16' to a calculated point for corner;  
62)South 83°03'50" West, a distance of 182.64' to a calculated point for corner;  
63)North 77°21'04" West, a distance of 70.75' to a calculated point for corner;  
64)South 80°09'44" West, a distance of 99.03' to a calculated point for corner;  
65)South 40°47'38" West, a distance of 121.04' to a calculated point for corner;  
66)South 49°27'10" West, a distance of 37.57' to a calculated point for corner, along the northerly line of said 40 acre tract, along the southerly line of said remainder tract, at a westerly corner of said 167.74 acre tract, and being the most southerly corner hereof;

THENCE along the northerly line of said 40 acre tract, the southerly line of said remainder tract, and hereof, the following three (3) courses and distances;

- 1)North 71°34'01" West, a distance of 19.14' to a 3" metal fence corner post;
- 2)North 73°20'57" West, a distance of 774.63' to a 1/2" iron pin with 6634 property cap;
- 3)North 73°41'39" West, a distance of 677.18' to the POINT OF BEGINNING, containing 522.55 acres, more or less.

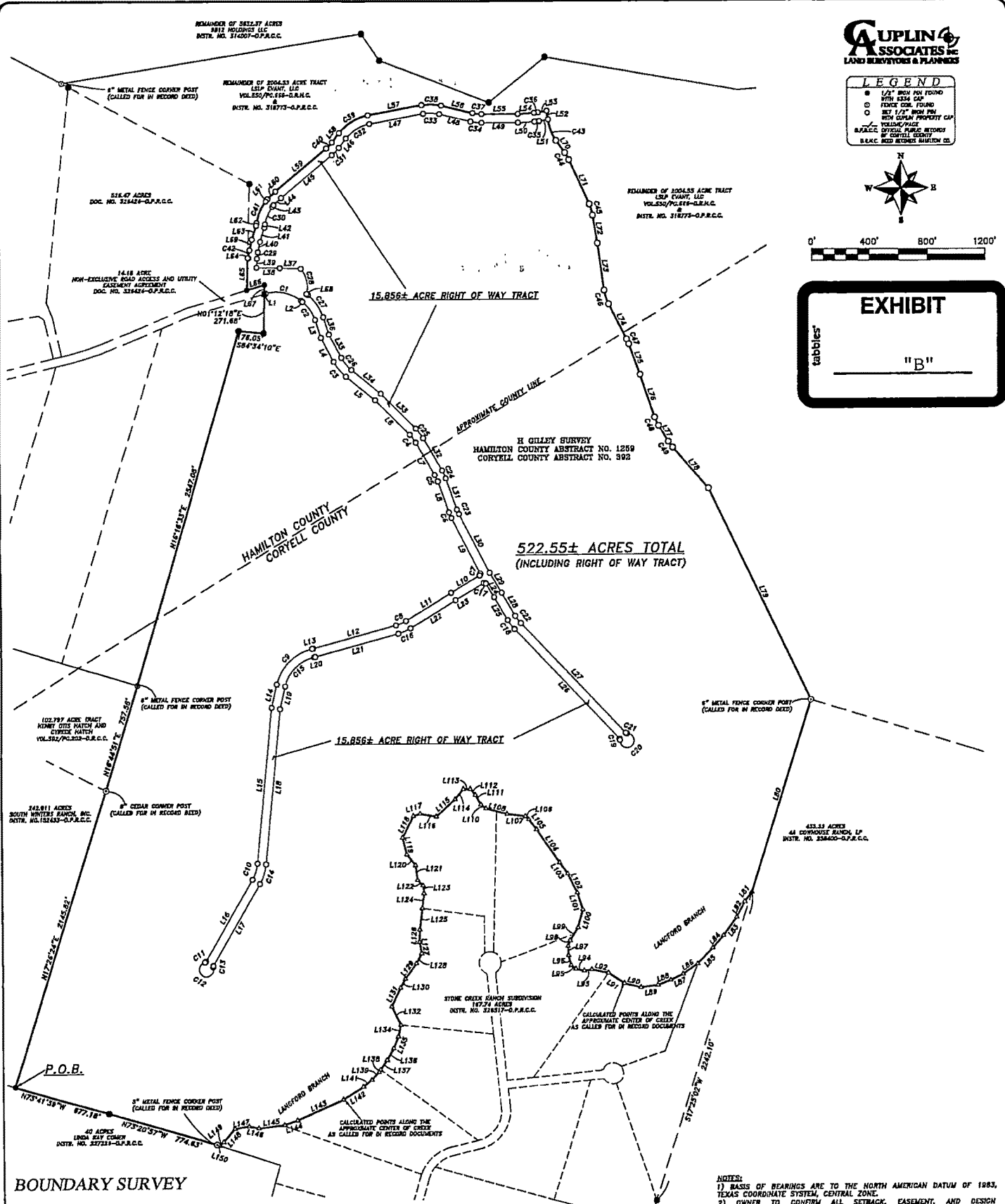
**LEGEND**

- 1/2" IRON PIN FOUND WITH 8334 CAP
- FENCE CORNER FOUND SET 1/2" FROM PIN WITH COPPER PROPERTY CAP
- WOODEN PILE
- PUBLIC ROAD
- OFFICIAL PUBLIC HIGHWAY BY CORYELL COUNTY
- ROAD BETWEEN MARBLE FALLS



**EXHIBIT**

"B"



**BOUNDARY SURVEY**

LEGAL DESCRIPTION: BEING A 522.55 ACRE TRACT OUT OF THE H. GILLEY SURVEY, HAMILTON COUNTY ABSTRACT NO. 1259, CORYELL COUNTY ABSTRACT NO. 392, BEING OUT OF THE REMAINDER TRACT OF A CALLED 2004.55 ACRE TRACT AS DESCRIBED IN DOCUMENT TO LSLP EVANTY, LLC, RECORDED IN VOLUME 550, PAGE 866 OF THE DEED RECORDS OF HAMILTON COUNTY, TEXAS, AND IN INSTRUMENT NO. 318773 OF THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, SAID 522.55 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS SURVEY.



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION.

*Danny J. Stark*  
DANNY J. STARK, R.P.L.S. NO. 8602      DATED 08/28/2020

PROJ. NO. 20995  
PREPARED FOR: LSLP EVANTY, LLC  
TECH: C. CUPLIN  
APPROVED: D. STARK  
FIELDWORK PERFORMED ON: JUNE 2020  
COPYRIGHT 2020      PROFESSIONAL FIRM NO. 18124009

1500 OLLIE LANE  
MARBLE FALLS, TX. 78654  
PH. 325-388-3300/230-693-8815  
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 400'	1	2
	1	1
DATE	NO.	DESCRIPTION
		REVISIONS

1 OF 2 SHEETS

- NOTES:**
- 1) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
  - 2) OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
  - 3) ALL BEARING AND DISTANCES SHOWN HEREON WHEN APPLICABLE MATCH THOSE OF RECORD.
  - 4) DISTANCES SHOWN HEREON ARE IN GRID, TO OBTAIN SURFACE VALUE A SCALE FACTOR OF 1.00015078610186.
  - 5) PORTIONS OF THE SUBJECT PROPERTY AROUND LANGFORD BRANCH ARE LOCATED WITHIN ZONE A (AREAS WITHIN THE 100 YR FLOOD—NO BASE FLOOD ELEVATIONS DETERMINED) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48099C02257 EFFECTIVE 02/17/2010

STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

FILED FOR RECORD  
AT 115 O'CLOCK P M

JUL 06 2020

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

327673

**327355**

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS FOR RIO ESCONDIDO SUBDIVISION  
TO ANNEX PROPERTY – PHASE 2**

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

THIS Supplemental Declaration is made by LSLP Evant, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

**W I T N E S S E T H:**

WHEREAS, the Declarant is the owner of the real property more particularly described below and desires to develop thereon a residential subdivision; and

WHEREAS, on June 24, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County Texas; and

WHEREAS, on June 3, 2020, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Rio Escondido Subdivision under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision; and

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens filed on June 24, 2020, in Coryell County, Texas and filed on June 3, 2020, in Hamilton County, Texas;

NOW THEREFORE, the Declarant declares that the real property known as Rio Escondido Phase 2, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 327337 of the Official Public Records of Coryell County, Texas and filed of record under



Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County Texas.

**ARTICLE I**  
**Definitions**

Section 1. Any words not defined in this Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and filed of record under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas. The following words when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) “Additional Property” shall mean and refer to the additional 506.7 acres that the Declarant is developing known as Rio Escondido Phase 2 which includes 42 lots and is generally depicted on Exhibit “A”.

(b) “Original Declaration” shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision filed of record under Instrument Number 327337 of the Official Public Records of the Coryell County Clerk, Coryell County, Texas and under Instrument Number 20200948 of the Official Public Records of the Hamilton County Clerk, Hamilton County, Texas.

(c) “Supplemental Declaration” shall mean and refer to this Supplemental Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Rio Escondido Subdivision Phase 2.

**ARTICLE II**  
**Incorporation of Additional Property**

Section 1. Additional Property. The 506.7 acres of real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration which includes 42 lots is generally depicted on Exhibit “A”.

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

**ARTICLE III**  
**General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Supplemental Declaration and the Original Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

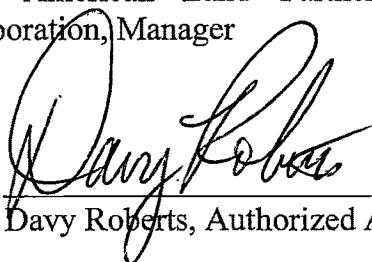
Any other terms and conditions of the Original Declaration shall remain in full force and effect.

This Supplemental Declaration shall become effective upon its recordation in the Official Public Records of the Coryell County Clerk's Office, Coryell County, Texas and the Hamilton County Clerk's Office, Hamilton County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 24<sup>th</sup> day of June 2020.

LSLP Evant, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

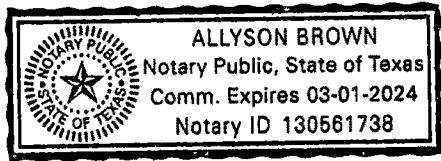
By:   
\_\_\_\_\_  
Davy Roberts, Authorized Agent

STATE OF TEXAS           §  
  §  
COUNTY OF Coryell   §

**CERTIFICATE OF ACKNOWLEDGMENT**

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

Given under my hand and seal of office on the 24<sup>th</sup> day of June 2020.



Allyson Brown  
Notary Public, State of Texas

**RIO  
ESCONDIDO**  
EST. 2020

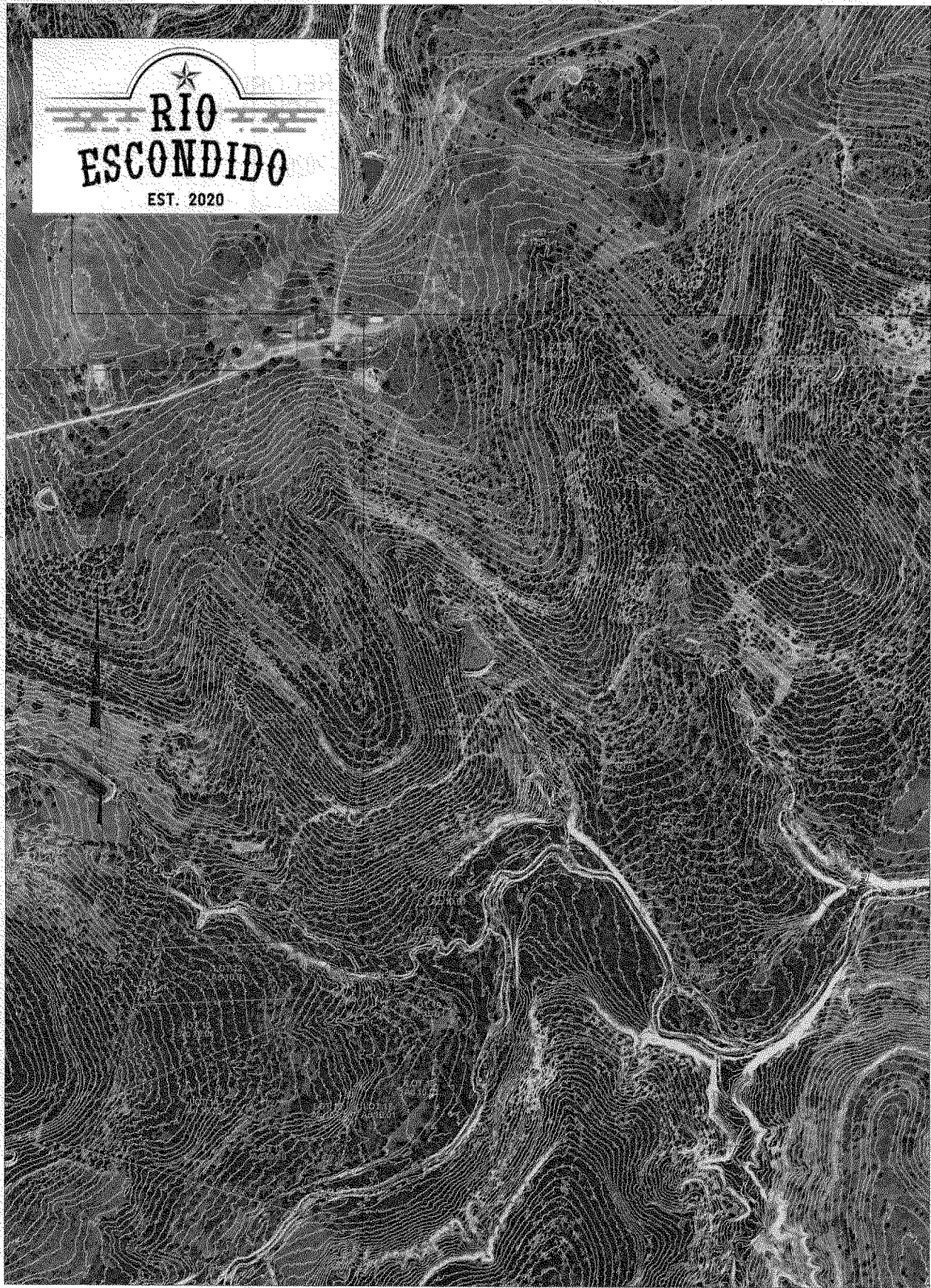


Exhibit A

**WILLIAM H ENGINEERING LLC**  
1001 BUCHANAN DRIVE, SUITE 2  
BURNET, TEXAS 78811  
PH. 512-553-1555  
marcus@williamhengineering.com  
TEXAS REGISTRATION # 17058

STATE OF TEXAS  
COUNTY OF CORYELL  
I, Barbara Simpson, County Clerk in and for  
Coryell County, Texas do hereby certify that  
this instrument was filed for record in the  
volume and page of the Coryell County Public  
Records and of the time and date as stamped  
hereon by me.

FILED FOR RECORD  
AT 845 O'CLOCK A M

JUN 25 2020



BARBARA SIMPSON, CLERK  
CORYELL COUNTY, TEXAS

*Barbara Simpson*

*Barbara Simpson*  
COUNTY CLERK, CORYELL CO., TEXAS

327355

FILED FOR RECORD JUN 25 2020 AT 845 O'CLOCK A M