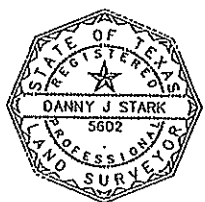


LEGEND:

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP
- STAMPED CUPLIN 5938 CONC. HIGHWAY MONUMENT
- DOC. NO. DOCUMENT NUMBER
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BURNET COUNTY TEXAS
- () RECORD INFORMATION

NOTES:
UTILITY EASEMENTS ARE:
FRONT - 30.0 FEET
SIDE - 7.5 FEET
BACK - 15.0 FEET



I HEREBY CERTIFY TO LONE STAR LAND PARTNERS, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS OF PRACTICE AS ESTABLISHED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2018, CUPLIN & ASSOCIATES, INC. ©.

Danny J. Stark
DANNY J. STARK, P.L.S., NO. 5602 DATED: 5/4/18

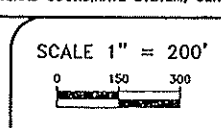
BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 25.00 ACRE TRACT OF LAND OUT OF THE GUADALUPE COLLEGE SURVEY NO. 6, ABSTRACT NO. 351 AND THE DYRON WICKSON SURVEY NO. 1070, ABSTRACT NO. 1145, (HEREAFTER CALLED TRACT NO. 7 OF THE RANCHES AT PRAIRIE POINT, AN UNRECORDED SUBDIVISION IN BURNET COUNTY, TEXAS) AND BEING A PORTION OF THAT 1,063.65 ACRE OF LAND CONVEYED TO THE RANCHES AT PRAIRIE POINT, LLC IN DOCUMENT NO. 201709454 OF OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. SAID 25.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS SURVEY.

- NOTES:**
- 1) A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE A (AREAS INSIDE THE 100 YEAR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0400F, EFFECTIVE 03/15/2012.
 - 2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

SHEET 1 OF 1	PROJECT NO. 171080
	PREPARED FOR: LONE STAR LAND PARTNERS
	TECH: M. CANALES
	APPROVED: D. STARK
	FIELDWORK PERFORMED ON: 4-23-18
COPYRIGHT: 2018	PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH. 325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM



2		
1		
DATE	NO.	DESCRIPTION
REVISIONS		



**FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
THE RANCHES AT PRAIRIE POINT SUBDIVISION**

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

This First Amended declaration is made on the date hereinafter set forth by The Ranches at Prairie Point, 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 Burnet County, Texas, containing 304.58 acres and being more fully described by metes and bounds on the attached Exhibit "A", and for informational purposes only on the sales plat attached as Exhibit "B", incorporated herein for any and all purposes, hereinafter referred to as "The Ranches at Prairie Point Subdivision", "Property" or "Subdivision";

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") 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;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 292.5 acres described above.

WHEREAS, Developer filed the Restrictions of record on April 23, 2018 under Clerk's instrument number 201804136 in the Official Records of Burnet County, Texas ("Original Restrictions") but inadvertently left off the exhibits to the document;

WHEREAS, Developer also intended to address the issue of cattle guards or requiring the gates to be closed to prevent cattle from wandering or escaping the Subdivision;

WHEREAS, Developer intends for this document to completely replace the Original Restrictions and the Original Restrictions filed of record on April 23, 2018 under Clerk's instrument number 201804136 in the Official Records of Burnet County, Texas are deemed null and void upon the recording of this document; and

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 Owner and his invitees:

ARTICLE I
RESTRICTIONS

1. The Property is to be used for single family residential purposes, or for agricultural purposes.
2. No residence shall be constructed on the Property with less than one thousand (1,000) square feet within its outside walls.
3. Upon start of construction, the exterior of any home must be completed within twelve (12) months from the slab being poured and built to applicable building & windstorm/flood codes.
4. All homes must have a minimum of three feet (3') of masonry on the front exterior.
5. Before a 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 a residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.
6. Mobile homes, manufactured homes, and modular homes are prohibited on the Property.
7. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.
9. Animals and livestock are permitted on the Property, unless specially restricted herein; however, animals and livestock are limited to one (1) Animal Unit per every two (2) acres. Animal Unit shall be as defined by Burnet County, Texas.
8. No pigs or peacocks will be permitted on the Property.
9. No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "for sale" sign.
10. No portion of the Property can be divided into a single tract which is less than 10.01 acres.
11. No tract of land in the Subdivision originally sold by Developer can be divided into more than two tracts. If a tract originally sold by Developer has been divided

into two tracts, then no further subdivision can take place. If the Property is subdivided, the restriction set forth in item 14 below still applies, as there is only one pre-approved driveway location and curb entrance off of FM 243, and the two tracts must share the same entrance from FM 243.

12. No activity shall be conducted on the Property which is not related to the occupation of the Property for single family residential purposes or agricultural 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.

13. 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.

14. Any driveway installed must be located at the designated location that has been pre-approved by the Texas Department of Transportation. Developer shall provide each lot owner with the pre-approved location for placement of a driveway.

15. Each lot owner must keep the gate to its Tract closed at all times, except for periods of ingress and egress from the Tract and keep the perimeter fence in good condition. This restriction is to ensure that the cattle on the Property covered by the Developer's long term cattle lease does not wander or escape from the Property onto FM 243. The lot owner may install a cattle guard instead of keeping the Tract securely gated. If a lot owner opts out of the long term grazing lease and does not want to keep its Tract

gated, then the lot owner must properly fence its Tract to ensure that the cattle do not wander or escape the Property.

ARTICLE II
THE RANCHES AT PRAIRIE POINT
PROPERTY OWNERS' ASSOCIATION, INC.

1. The Ranches at Prairie Point 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.

2. Every person or entity who is a record Owner of any Tract of Land ("Tract Owner") from the 292.5 acres 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.

ARTICLE III
ASSESSMENTS

1. 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.

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 one hundred dollars (\$100.00) per Tract. The Annual Assessment is payable in advance and is due on the first (1st) 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.

Special Assessments.

- (a) 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.

2. 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 drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. 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.

3. 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 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 Burnet 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 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 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 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.

4. 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 Owner by recording a Notice ("Notice 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 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 Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

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

6. The lien described in this Article III 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 accrued 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 III.

ARTICLE IV DEVELOPER'S RIGHTS AND RESERVATIONS

1. 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 in the Property. 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.

2. 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 of Burnet County, Texas. No consent shall be required of the Association or any Member thereof, each 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 V
DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

1. 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 Property.

2. 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 and charges 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.

3. 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.

4. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

5. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) 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 2018 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.
- (b) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity.

ARTICLE VI
GENERAL PROVISIONS

1. 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 Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

2. 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.

3. 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 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.

4. 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.

5. 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.

6. 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.

[Signature follows on next page]

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this _____ day of _____, 2018.

The Ranches at Prairie Point, LLC, a Delaware
Limited Liability Company
By: American Land Partners, Inc., a Delaware
corporation

By: _____
Davy Roberts, Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Davy Roberts, Authorized Agent of The Ranches at Prairie Point, LLC, in the capacity therein stated and as the act and deed of said company.

NOTARY PUBLIC, State of Texas