

THE STATE OF TEXAS
COUNTY OF BASTROP

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“***Declaration***”) is made on the date hereinafter set forth by **PVL Red Rock, LLC, a Texas limited liability company (“*Declarant*”).**

A. Declarant is presently the sole owner of certain real property located in Lampasas County, Texas, consisting of approximately 38.119 acres, described by metes and bounds in the attached **Exhibit “A-1”**, with the 38.119 acres being shown on the survey plat attached **Exhibit “A-2”** (collectively referred to herein as the “***Property***”).

C. Declarant desires to create and carry out a plan for the improvement, development, and sale of the Property for the benefit of the present and future owners of the Property.

Page 1

1.01 **Architectural Committee.** “*Architectural Committee*” means the committee created pursuant to these Restrictions to review and approve plans for the construction of Improvements upon the Property.

1.02 **Architectural Committee Rules.** “*Architectural Committee Rules*” means any rules and regulations adopted by the Architectural Committee, as may be amended from time to time.

1.03 **Declarant.** “*Declarant*” means PVL Red Rock LLC, a Texas limited liability company, its duly authorized representatives, or their respective successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.04 **Declarant Control Period.** “*Declarant Control Period*” means the period of time lasting for so long as the Declarant is the Owner of or a lien holder on any Tract or other part of the Property.

1.05 **Declaration.** “*Declaration*” means this instrument as it may be amended from time to time.

1.06 **Improvement.** “*Improvement*” means every structure and all appurtenances thereto of every type and kind, including but not limited to, dwellings, buildings, outbuildings, barns, garages, storage buildings, manufactured homes, modular homes, parking areas, drives, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, planted trees and shrubs, poles, bollards, signs, exterior lighting equipment, exterior air conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, satellite dishes, and all facilities used in connection with water, sewer, on-site sewage disposal, gas, electric, telephone, television, or other utilities.

1.07 **Owner.** “*Owner*” or “*Owners*” means the person(s), entity or entities, including Declarant, holding a fee simple interest in any portion of the Property.

1.08 **Person.** “*Person*” or “*Persons*” means any individual(s), entity or entities having the legal right to hold title to real property.

1.09 **Plans.** “*Plans*” means any and all documents designed to guide or control the construction, erection, installation or placement of any Improvement.

1.10 **Restrictions.** The “*Restrictions*” means this Declaration, as may be amended from time to time, together with the Architectural Committee Rules.

1.11 **Tract.** “*Tract*” or “*Tracts*” means any parcel or parcels of land within the Property, together with all Improvements located thereon, as the Tracts are more particularly described by the attached **Exhibit “A-1”**.

Article II
ANNEXATION OF ADDITIONAL PROPERTY

Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

Article III
GENERAL RESTRICTIONS

3.01 **Permitted Uses.** The use of the Property shall be restricted as follows:

(a) Except as otherwise expressly provided in this Declaration, the Tracts within the Property may be used for any lawful residential or commercial use. Provided, HUD Code manufactured homes or modular homes as defined by Chapters 1201 or 1202 of the Texas Occupations Code, as amended, shall be deemed to qualify as permitted residential uses if they are not more than ten (10) years old when installed on the Tract. A Tract may be used for a mixture of residential and commercial purposes, and such mixed uses may be conducted in the same building or in multiple buildings.

(b) Notwithstanding any of the foregoing, no Tract nor any part of the Property shall be used for (i) a pawn shop; (ii) any sexually oriented business or pornographic business, such as but not limited to, x-rated movie, video or book sales, theatre or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service; (iii) any junk yard, salvage yard or storage facility for abandoned vehicles, abandoned boats or aircraft or vehicle parts; (iv) solid waste disposal sites, sanitary landfills, or dumping and incineration of garbage or refuse of any nature; (v) the smelting of iron, tin, zinc or other ore; (vi) any mineral refining facility or operations; (vii) a slaughterhouse; (viii) a kennel; or (ix) a confined animal feeding operation or any other commercial animal raising operation. Typical domestic pets such as dogs, cats, and caged birds may be kept on the Property. In addition, horses, cattle, sheep, goats or poultry, pigs or swine shall also be allowed, but no roosters shall be permitted.

3.02 **Temporary Structures.** No shack, recreational vehicle used as a primary residence, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Committee.

3.03 **Unsightly Articles.** No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Tract so as to be visible from adjoining property or from public thoroughfares. Without limiting the generality of the preceding sentence, inoperable motor vehicles shall not be allowed to remain on the Property.

3.04 **Mining and Drilling.** No Owner shall use any portion of the Property for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons,

minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, and no Improvements related to such activities may be erected or maintained on any portion of the Property.

3.05 **Noise**. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property so as to be audible beyond the boundaries of the Tract on which any such item is located.

3.06 **Rubbish and Debris**. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity.

3.07 **Setback Requirements**. The Architectural Committee shall prescribe or approve the setbacks of buildings and other Improvements from the property lines of a Tract during the process of reviewing the Plans for the Tract as described by Article IV below. Provided, no building shall be located closer than fifty (50) feet from a Tract boundary line without the express written approval of the Architectural Committee.

3.08 **General Maintenance of Tracts**. Each Owner shall maintain and care for all Improvements and all trees, foliage, plants, and lawns on such Owner's Tract and otherwise keep the Tract and all Improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area.

3.09 **No Warranty of Enforceability**. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Tract, agrees to **hold Declarant harmless therefrom**.

Article IV **ARCHITECTURAL COMMITTEE**

4.01 **Reservation of Architectural Control**. Declarant, desiring to provide for the preservation of the value of the Property, for the benefit of the Property and each Owner thereof, hereby reserves the right and all rights to approve or disapprove as to:

(a) Compliance with any Restrictions imposed by Declarant or the Architectural Committee; and

(b) Design and location of Improvements which any Person seeks to commence, erect, place or maintain upon the Property.

4.02 **Appointment of Architectural Committee Members.** During the Declarant Control Period, Declarant shall appoint the Architectural Committee, which shall consist of one (1) to three (3) members who shall be natural persons and may be employed by Declarant or be a principal of the Declarant. All matters before the Architectural Committee shall be decided by majority vote of its members. In the event of death, incapacity or resignation of a member of the Architectural Committee, a successor for such member shall be appointed by the Declarant. After the end of the Declarant Control Period, or at such earlier time as Declarant may determine in its sole discretion, the Declarant may by written instrument recorded in the Official Public Records of Caldwell County, Texas, appoint an Architectural Committee consisting of three (3) Owners of the Property who are willing to serve in such capacity. After any such appointment of Owners to serve in such capacity, in the event of death, incapacity or resignation of a member of the Architectural Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Committee.

4.03 **Submission of Plans to Architectural Control Architectural Committee.** No Improvement shall be commenced, erected or maintained upon any Tract after the purchase of any Tract from Declarant, nor shall any exterior addition to or change or alteration therein, other than normal maintenance, be made until the Plans showing the nature, kind, shape, height, materials and location of the same are submitted to and approved by the Architectural Committee. Plans shall be submitted to the Architectural Committee at least thirty (30) days prior to the commencement of any construction or modification or the placement of any Improvement on any Tract. Plans shall be submitted at PVL Lometa Ranch, LLC, 7301 N Ranch Road 620, STE 155-174, Austin, TX 78726 or such other place as may from time to time be designated by the Declarant or the Architectural Committee by written instrument recorded in the Official Public Records of Caldwell County, Texas; and the last instrument so recorded shall be deemed the proper address.

4.04 **Approval of Plans.** The Architectural Committee shall review the Plans and notify the Owner in writing of its approval or disapproval. If the Architectural Committee fails to approve or disapprove such Plans within thirty (30) days after the same has been submitted to it, they will be deemed to have been approved by the Architectural Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Architectural Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the Plans (if disapproved) and resubmit them for approval. No construction, installation, placement, alteration, change or modification shall commence until approval of the Architectural Committee is obtained. The Architectural Committee may approve any architectural deviation from these covenants and restrictions as the Architectural Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Architectural Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the Architectural Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Architectural Committee of the Plans or its determination that the completed construction or modification has been constructed in accordance with the Plans shall be deemed to be an acknowledgment by the Architectural Committee that such are in accordance

with this Declaration and such acknowledgment shall be binding against the Owners of the Tracts and the Property.

4.05 **Architectural Committee Members' Liability.** Neither Declarant, the Architectural Committee, nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting Plans for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any Plans. Any errors in or omissions from the Plans submitted to the Architectural Committee shall be the responsibility of the Owner of the Tract to which the Improvements relate, and the Architectural Committee shall have no obligation to check for errors in or omissions from any such Plans, or to check for compliance of such Plans with the general provisions of this Declaration, building or development codes, state statutes or the common law, whether the same relate to Tract lines, building lines, easements or any other issue.

Article V

ENFORCEMENT

5.01 **Strict Compliance Required.** Each Owner, by acquisition of any right, title or interest in any Tract, covenants and agrees to be bound by and to strictly comply with the provisions of these Restrictions (as the same may from time to time or at any time be hereafter amended). Each Owner must ensure that Owner and its family and other household members or occupants, and their respective guests, invitees, servants, agents, representatives, employees and tenants, and all other Persons over which each has a right of control or under the circumstances could exercise or obtain a right of control, strictly comply with all applicable provisions of this Declaration, and such Owner is liable for all consequences of any such violation by any such parties.

5.02 **Enforcement.** Declarant or the Architectural Committee (or any Owner, except as otherwise provided in this Declaration) has the right to enforce observance and performance of these Restrictions and, in order to prevent a breach thereof or to enforce the observance or performance thereof, has the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Failure of Declarant or the Architectural Committee to enforce any of the provisions of this Declaration will in no event be deemed a waiver of the right to do so thereafter (including without limitation as to the same or similar violation whether occurring prior or subsequent thereto). No liability may attach to the Declarant or the Architectural Committee for failure to enforce any provisions of this Declaration. Each right and remedy set forth in this Declaration is separate, distinct and non-exclusive, and all are cumulative. The pursuit of any right or remedy so provided for or by law shall be without prejudice to the pursuit of any other right or remedy, and the failure to exercise any particular right or remedy shall not constitute a waiver of such right or remedy or any other right or remedy.

5.03 **Obligation for Payment of Costs and Expenses Resulting from Violations.** Each Owner found to have committed, or who is responsible for, a violation or violations of any of the provisions of this Declaration is liable for payment to Declarant for, and to **indemnify and hold and save Declarant harmless** from, any and all claims, liabilities, damages, loss, costs, expenses, suits and judgments of whatsoever kind, including reasonable attorneys' fees, incurred or attributable to

any such violation(s), and must pay over to Declarant all sums of money which Declarant or its representatives may pay or become liable to pay as a consequence, directly or indirectly, of such violation(s). Additionally, Declarant may assess reasonable fines against an Owner for violations of these Restrictions which have been committed by an Owner or for which Owner is responsible. All sums described in this Section 5.03 are assessed as an assessment, and are secured by the continuing lien established by Section 5.04 below.

5.04 **Lien for Assessments.** All sums assessed against any Tract pursuant to this Declaration are secured by a continuing lien on such Tract in favor of the Declarant. The recordation of this Declaration constitutes record notice and perfection of Declarant's continuing lien, effective from the date of recordation of this Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever is required to establish or perfect such lien. Declarant's continuing lien is superior to all other liens or encumbrances on each Tract except: (a) a lien for real property taxes and other governmental assessments or charges on a Tract (a "***Tax Lien***") to the extent so required by law but not otherwise (it being the intent hereof that Declarant's continuing lien is superior to any Tax lien if permitted by law, including Section 32.05 of the Texas Tax Code); (b) a first lien securing payment of purchase money for a Tract, or a lien securing payment for work and materials used in constructing improvements on a Tract; (c) an extension of credit (commonly known as a home equity loan) made in accordance with and pursuant to Section 50(a)(6), Article XVI, of the Texas Constitution, as amended; (d) a reverse mortgage made in accordance with and pursuant to Section 50(a)(7), Article XVI, of the Texas Constitution, as amended; and (e) such other mortgages, deeds of trust, liens or other encumbrances to which Declarant may from time to time by written agreement specifically and expressly agree. Each Owner, by acquisition of any Tract within the Property, expressly grants to and vests in the Declarant (A) the right and power to bring all actions against each Owner, personally, for the collection of all delinquent assessments as a debt; (B) the right and power to foreclose Declarant's continuing lien for assessments by all methods for the enforcement of a mortgage, deed of trust or any contractual lien, including foreclosure by an action brought in the name of the Declarant either judicially or non-judicially by power of sale; and (C) a continuing power of sale in connection with the non-judicial foreclosure of Declarant's continuing lien for assessments as herein provided.

Article VI **EASEMENTS**

6.01 **Reserved Easements.** Declarant reserves the right and power, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public or private utility purposes (including without limitation, water, wastewater, gas, electricity, telephone and drainage), in favor of any Person, utility provider or utility contractor, as reasonably necessary along the boundary lines of any Tract. The utility providers furnishing service or other beneficiaries of the easements shall have the right to remove trees situated within the easements and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

6.02 **Installation and Maintenance.** There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress to and from all easements created under Section 6.01 above, or otherwise existing, in connection with installing, replacing, repairing, and

maintaining all utilities, including but not limited to, water, wastewater, gas, electric, and telephone lines and appurtenances thereto, as well as drainage facilities.

Article VII

MISCELLANEOUS

7.01 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2045, unless amended or terminated as herein provided. After December 31, 2045, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as set forth in Section 7.02 below.

7.02 **Amendment/Termination.** For so long as the Declarant owns any part of the Property, this Declaration may be amended by the recording in the Official Public Records of Caldwell County, Texas of an instrument executed and acknowledged by the Declarant, setting forth the amendment. Thereafter, this Declaration may be amended or terminated by the recording in the Official Public Records of Lampasas County, Texas of an instrument executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Property, plus the Declarant for so long as Declarant is a lien holder on any Tract or other part of the Property.

7.03 **Variances.** During the Declarant Control Period, Declarant may grant variances from strict compliance with the Restrictions, when in the opinion of the Declarant, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing. If a variance is granted, no violation of the covenants, conditions and restrictions contained in the Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Restrictions for any purpose except as to the particular property and particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification or amendment of the terms and provisions of the Restrictions.

7.04 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such Person to the Declarant.

7.05 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

7.06 **Exemption of Declarant.** Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee or any other Owner. This Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct any and alter

drainage patterns and facilities, to construct any and all other types of Improvements, including without limitation utilities, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

7.07 **Assignment by Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights, and duties hereunder.

7.08 **Construction.** The provisions of these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective on _____,
20____.

DECLARANT:

PVL Red Rock, LLC,
a Texas limited liability company

By: Trevor McManis,
Its manager

By: _____
Printed Name: Trevor McManis
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____ by Trevor McManis, the Manager of PVL Red Rock, LLC, a Texas limited liability company.

Notary Public, State of Texas

METES AND BOUNDS DESCRIPTION

38.119 ACRES OF LAND OUT OF THE TIMOTHY MCKEAN SURVEY, ABSTRACT 238 IN BASTROP COUNTY, TEXAS COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 38.822 ACRES TO DEE-ANNA J. PETTY PER DOCUMENT 201708021, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY AND MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS OF SURVEY DURING OCTOBER, 2026:

BEGINNING at a "CR Ralph RPLS 4758" capped iron rod found for the northwest corner hereof, the common west corner of said 38.822 acres and that tract conveyed as 38.788 acres to Kolony D. Petty per Document 201708020 of said Official Public Records and a point on the east line of Pettytown Road (County Road 286 – approximate 40' r.o.w.);

THENCE (horizontal control (bearing basis) per Grid North, Texas Central Coordinate Zone, NAD83) N 77°53'40" E, 736.58 feet to a "CR Ralph RPLS 4758" capped iron rod found and S 61°11'05" E, 1094.49 feet along the common line of said 38.822 acres and said 38.788 acres to a "CR Ralph RPLS 4758" capped iron rod found for the northeast corner hereof, the common east corner of said 38.822 acre and said 38.788 acres and a angle point along the west line of that tract conveyed as 38.787 acres to M. Brandon Petty per Document 201708022 of said Official Public Records;

THENCE S 34°02'25" W, 1529.95 feet to a "CR Ralph RPLS 4758" capped iron rod found for the southeast corner hereof, the common south corner of said 38.822 acres and said 38.787 acres and a point on the north line of Klaus Lane (r.o.w. varies);

THENCE N 61°42'04" W, 335.30 feet to a "CR Ralph RPLS 4758" capped iron rod found and N 50°55'04" W, 122.39 feet along the north line of said Klaus Lane to a "CR Ralph RPLS 4758" capped iron rod found for the intersection of the north line of said Klaus Lane with the east line of said Pettytown Road;

THENCE the following eleven (11) courses, with courses 1, 2, 10 and 11 along the east line of said Pettytown Road:

- 1) N 29°58'27" W, 65.59 feet to a "CR Ralph RPLS 4758" capped iron rod found;
- 2) N 17°28'41" W, 954.66 feet to a "CR Ralph RPLS 4758" capped iron rod found for the southwest corner of a 1.784 acre tract surveyed this day, comprised of that tract conveyed as 1.081 acres to Dee Anna Petty per Document 201706957 of said Official Public Records and a 0.703 acre portion of said 38.822 acres;
- 3) S 76°45'00" E, 464.53 feet to a "CR Ralph RPLS 4758" capped iron rod found for the southeast corner of said 1.081 acre and said 1.784 acres;
- 4) N 47°20'09" E, 30.54 feet to a "CR Ralph RPLS 4758" capped iron rod found;
- 5) N 12°32'19" E, pass at 113.82 feet to a "CR Ralph RPLS 4758" capped iron rod found for the common east corner of said 1.081 acres and said 0.703 acre, in all, 163.90 feet to a "CR Ralph RPLS 4758" capped iron rod set for the northeast corner of said 1.784 acres and said 0.703 acre;
- 6) N 33°53'14" W, 120.68 feet to a "CR Ralph RPLS 4758" capped iron rod set;
- 7) S 87°09'02" W, 223.91 feet to a "CR Ralph RPLS 4758" capped iron rod set;
- 8) S 13°38'35" W, pass at 75.04 feet a "CR Ralph RPLS 4758" capped iron rod found for the common west corner of said 0.703 acre and said 1.081 acres, in all 179.19 feet to a "CR Ralph RPLS 4758" capped iron rod found;
- 9) N 76°45'00" W, 192.64 feet along a line 30.00 feet north of and parallel to the south line of said 1.081 acres and said 1.784 acres to a "CR Ralph RPLS 4758" capped iron rod found for the northwest corner of said 1.784 acres and said 1.081 acres and a point on the east line of said Pettytown Road;
- 10) N 15°00'03" W, 265.76 feet to a "CR Ralph RPLS 4758" capped iron rod found;
- 11) N 12°54'00" W, 151.14 feet along the east line of said Pettytown Road to the POINT OF BEGINNING, containing 38.119 acres of land, more or less, and shown on the Survey Plat prepared to accompany herewith

Surveyed by:


C. Richard Ralph, Professional Land Surveyor
Registered Professional Land Surveyor No. 4758
Project No. 16022A4-2L4 – 147/16;F



October 2, 2026

LEGEND

- "CR RALPH RPLS 4758" CAPPED 1/2" IRON ROD SET
- "CR RALPH RPLS 4758" CAPPED 1/2" IRON ROD FOUND
- ⊙ POWER POLE
- X — WIRE FENCE
- E — OVERHEAD ELECTRICAL LINE
- (XXX) RECORD DATA

NUM	BEARING	DISTANCE
(L1)	(N 47°20'09" E)	(30.54')
(L2)	(N 12°32'19" E)	
(L3)	(S 13°38'35" W)	
(L4)	(N 76°45'00" W)	
(L5)	(N 12°54'00" W)	

NOTE: HORIZONTAL CONTROL (BEARING BASIS) FROM GRID NORTH, TEXAS CENTRAL COORDINATE ZONE, NAD83

FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND ZONE A AND IS PARTIALLY WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48021C 0475 E DATED JAN. 19, 2006.
WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY, DOES NOT INDICATE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY. FURTHER, THE FLOOD HAZARD AREA SHOWN HEREON WAS HORIZONTALLY SCALED FROM THE REFERENCED FIRM. PANEL. THE SURVEYOR MAKES NO CERTIFICATION OF THE ACCURACY OF SAID PANEL OR THE INFORMATION DERIVED THEREFROM.

TO THE OWNERS AND LENDHOLDERS, SAGE CAPITAL BANK, FIDELITY NATIONAL TITLE INSURANCE COMPANY AND AUTIN TITLE COMPANY:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT AN ON THE GROUND SURVEY WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH AND CERTIFIES TO THE AFFECT OF THE EASEMENTS SHOWN ON SCHEDULE B OF TITLE COMMITMENT GF. NO.: ATA-09-1709092600585

C. Richard Ralph

REGISTERED PROFESSIONAL LAND SURVEYOR

10/02/2026
DATE

PROFESSIONAL LAND SURVEYORS



116 TAHITIAN DRIVE
BASTROP, TEXAS 78602
PH: (512) 303-0952
PROFLNDSUR@AOL.COM

REFERENCE: PVL INTERESTS, LLC
PROJECT: 38.119 ACRES OF LAND OUT OF THE TIMOTHY MCKEAN SURVEY, ABSTRACT 238, BASTROP COUNTY, TEXAS
-METES AND BOUNDS DESCRIPTION PREPARED HERewith-
DRAWN: CRR DATE: 10/02/2026 PROJECT NO: 16022A4-2
CHECKED: CRR REVISED: 147/16F

